

PREAMBLE

The following Contract effective as of the date of the signing of this Agreement, except as otherwise provided herein, by and between, respectively, THE CITY OF NEW LONDON, herein referred to as "The City" and NEW LONDON FIREFIGHTERS, LOCAL #1522, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as "The Union" is designed to maintain and promote a harmonious relationship between the City of New London and those of its employees who are within the provisions of this Contract in order that more efficient and progressive public service may be rendered.

ARTICLE I - SAVINGS CLAUSE

SECTION 1: Should any provisions 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 parties 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.

ARTICLE II - RECOGNITION

SECTION 1: The City hereby recognizes the Union as the representative and exclusive Bargaining Agent for the Bargaining Unit consisting of all uniformed investigatory positions within the New London Fire Department, excluding the Chief and Deputy Chief, on all matters of wages, hours, and conditions of employment.

SECTION 2: The Union hereby recognizes the City Manager, or his/her duly authorized representative or representatives, as the representative and Bargaining Agent for the City on these same matters.

ARTICLE III

PAYROLL DEDUCTION OF UNION FEES DUES AND ASSESSMENTS

SECTION 1: The City shall deduct every pay day, Union dues and assessments uniformly assessed from the earned wages of each employee in such amounts as determined by the Union, provided that no such deduction shall be made from any employee's wage except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Director of Finance. Such authorization shall be for the life of the Contract.

SECTION 2: All employees, as a condition of employment, shall be members of the Union to the extent of paying initiation fees, dues and assessments uniformly assessed. Employees shall have thirty (30) days from the date of employment to comply with this requirement to become and remain members of this Union. Any employee who personally objects joining the Union shall pay a service charge in an amount equal to the regular monthly Union dues and/or other applicable fees uniformly assessed.

SECTION 3: The Union agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in accordance with this Article. Once the funds are collected by the City as set forth in this Article and remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union and the City shall have no further obligation, financial or otherwise.

ARTICLE IV- DURATION

SECTION 1: The duration of this Agreement shall extend through June 30, 2009. Either party wishing to amend or modify this Agreement must notify the other party no more than two hundred ten (210) days nor less than one hundred eighty (180) days prior to such expiration date. Within five (5) days of receipt of such notification, a meeting shall be held between the City and the Union Negotiating Committee for the purposes of negotiating such amendment or modification.

ARTICLE V **MANAGEMENT RIGHTS AND EXISTING BENEFITS AND PRACTICES CLAUSE**

SECTION 1: Except as it is in conflict or inconsistent with or abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers, authority and prerogatives heretofore existing. Such rights, powers, authority and prerogatives are inherent in the City Council of New London and the City Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as provided for in this Agreement. The Union has the right to grieve the exercise of management rights if such rights are exercised arbitrarily or capriciously.

SECTION 2: Any job benefits existing prior to the date on which this Contract is executed which were the subject of any written directives, issued by the Chief, or the City Manager, and which are not specifically provided for, or abridged, in this Contract are hereby protected by this Contract.

SECTION 3: City Personnel Rules and Policies are incorporated into this Agreement and shall prevail unless in conflict or unless specifically superseded by this Agreement. In the event that any proposed changes to the Personnel Rules and Policies that affect the working conditions of Bargaining Unit employees, such changes must be negotiated to the extent required by the contract and/or M.E.R.A. prior to becoming effective.

ARTICLE VI - NO STRIKE - NO LOCKOUT

SECTION 1: The Union agrees that it will not call during the life of this Agreement any strike, work stoppage, or work slow down against the City Government and the Fire Department. The City agrees it will not lockout members of the Bargaining Unit.

ARTICLE VII - UNION ACTIVITY PROTECTED

SECTION 1: Except for the right to strike or to withhold services which are hereby prohibited, all other Union activities protected under the Municipal Employees Relations Act of 1965, as amended, are protected.

ARTICLE VIII - BULLETIN BOARDS

SECTION 1: The City shall provide bulletin boards, located in the respective firehouse, for the Union for the posting of notices concerning Union business and activities

ARTICLE IX - RECORDS

SECTION 1: Copies of administrative directives of the City Manager and copies or written notices and orders of the Fire Chief affecting the working conditions of the employees of the Fire Department will be provided the Union by the City.

SECTION 2: Employees or their agents may examine their personnel records by making an appointment with the Personnel Office or the Chief, whomever might apply. Copies shall be provided in accordance with the law.

ARTICLE X - DISCIPLINE

SECTION 1: In those instances where the Chief determines that a meeting with an individual employee, or group of employees is necessary and where the Chief determines that written notification of the meeting will be sent to the employee(s), the written notification will include the date, time and place of the meeting, a general explanation of the subject of the meeting, and, where applicable a warning that a disciplinary action is being considered. In addition, a copy of said written notification shall be provided to the Union.

Any employee may be disciplined, including suspension, reduction in rank and discharged for just cause. Any employee so disciplined, except for oral warnings, shall within four (4) working days of such discipline be furnished a written statement of the reason(s) therefore, and a copy shall be sent to the Union provided that this shall not preclude the City from making a record of oral warnings.

SECTION 2: Any non-probationary employee who is the subject of disciplinary action described in this Agreement shall have recourse to the Grievance Procedure described in this Agreement.

SECTION 3: Specific oral reprimands of which a record is made may not be used against an employee one (1) year after they are given. Written reprimands and suspensions of four (4) working days or less shall not be used against an employee two (2) years after they are given.

SECTION 4: Any employee under suspension shall continue to receive seniority, insurance and pension providing contributions where applicable are made by the employee.

SECTION 5: Should any conflicts between this Article and any charter, special act, statute or regulation occur, this Article shall take precedence.

ARTICLE XI - GRIEVANCE PROCEDURE

SECTION 1: Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment, an adjustment shall be sought as follows:

A: An aggrieved employee and/or the Union submit a grievance in writing within fifteen (15) days of the event which gave rise to the grievance or knowledge of the event giving rise to the grievance was gained, to the Chief of the Fire Department or his/her designee.

B: Within five (5) working days (working days are defined as Monday to Friday excluding Holidays) after the receipt of, such grievance, the Chief of the Fire Department or his/her designee shall meet with the Union and/or the aggrieved employee for the purpose of adjusting or resolving such grievance. The Chief or his/her designee shall render a decision in writing within five (5) working days after such meeting.

C: If the Union and the aggrieved employee are not satisfied with the decision of the Chief of the Fire Department or his/her designee, they must within five (5) working days after the receipt of such decision, submit the grievance in writing to the City Manager. Except when the grievance committee reserves the right to skip this step in the grievance procedure.

D: Within five (5) working days after the receipt of such grievance, the City Manager or his/her designated representative, may meet with the aggrieved employee, the Union representative, and such other parties (s)he deems advisable for the purpose of adjusting or resolving such grievance. The City Manager or his/her designated representative shall render a decision in writing within ten (10) working days after such meeting or if no meeting is held within ten (10) days after receipt with simultaneous notice to the other party.

E: If such grievance is not resolved within ten (10) working days after receipt of the decision to the satisfaction of the Union and the City, either the City or the Union will request the services of a state mediator prior to submitting the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration unless mutually agreed by the parties to go directly to Arbitration.

SECTION 2: In those cases where a Fire Department official imposes a disciplinary action, a grievance involving said disciplinary action may be submitted to this grievance procedure at the step next above where that official would have participated in the grievance procedure.

The administrative processing of the disciplinary action by the City Manager or his/her designee shall not be considered participation in the grievance procedure.

SECTION 3: Arbitration shall be confined in the decision to be rendered to the interpretation and application of the particular section of the Agreement which gave rise to the grievance. The Arbitrator shall have no power to add to or to subtract from or to modify the Agreement or any of its terms or to establish or change any rates of pay or wages as set forth in the Agreement. The Arbitrator shall consider only one grievance except by mutual agreement. The decision of the Arbitrator shall be final and binding.

SECTION 4: Time limits provided for herein may be extended by the mutual written agreement of the parties.

SECTION 5: Nothing in this Article is intended to prohibit the City from processing a grievance through the Grievance Procedure up to and including Arbitration.

ARTICLE XII - RESIDENCE REQUIREMENT

SECTION 1: The provisions of the City Charter concerning residency requirements adopted by referendum on November 5, 1985, are hereby and herein incorporated in and made a part of this contract.

ARTICLE XIII - SENIORITY

SECTION 1: Seniority shall consist of the relative length of accumulated paid service of each employee with the Fire Department as a regular full time employee. Each employee's length of service shall be computed from the date of his/her last appointment as a regular member of the Fire Department.

SECTION 2: The employee's earned seniority shall not be lost due to absence for layoffs, illness, injury, suspension or authorized leaves of absence, or any call to military duty. A seniority list for the Fire Department shall be submitted to the Union upon written request.

SECTION 3: In the event of a reduction in the work force, all layoffs shall be made in inverse order of Departmental seniority as set forth in Section 1. Any subsequent hiring shall be confined to the laid-off employees by hiring the last employee to be laid off who has not been subsequently rehired, until all such laid-off employees have been offered reinstatement. A laid-off employee is eligible for reinstatement for a maximum of five years. Each such laid-off employee must notify the City each year of years three, four, and five of his/her availability and where he/she may be contacted to maintain his/her eligibility.

SECTION 4: The seven principle union officers (president, vice president, treasurer, secretary, three (3) executive committee members) shall have super seniority in the event of a layoffs.

ARTICLE XIV - PROMOTIONS AND PROBATION

SECTION 1: When a new position is created or a promotional vacancy is to be filled the City shall give a minimum of two (2) weeks notice of the vacancy to all qualified employees stating the minimum qualifications required to apply for said vacancy. Notice of each vacancy or position shall be posted on bulletin boards in each fire station. Such posting shall satisfy the notification requirements of this Article.

SECTION 2: Whenever any promotional vacancy is to be filled within the bargaining unit, such vacancy shall be filled in accordance with the procedures established by the City of New London Personnel Rules and Policies.

SECTION 3: Each employee who is promoted under the provisions of this Article, shall have a forty-five (45) regular scheduled working day performance evaluation period conducted by the appointing authority and each such employee who successfully completes such performance evaluation period, shall have his/her promotion made permanent. There shall be no appeal from the decision of the appointing authority as to evaluation and continuance in the promoted position, provided however, any such employee may discuss the matter with the City Manager or his/her designated representative who shall be a person who had not participated in the evaluation process concerning such employee.

The Chief may extend the probationary period for up to fifteen (15) additional working days.

SECTION 4: In the event that an employee fails to successfully pass his/her probationary period, (s)he will revert to the classification previously held, with no loss of seniority in such classification. In this event, no seniority shall have been earned by the employee in the probationary classification.

SECTION 5: For the purpose of this Article (Article XIV) seniority shall be defined as the length of time the employee has served in the classification immediately below the classification to which promotions are being made. In the event that two or more employees have the same amount of earned seniority in a classification, seniority shall then be determined in accordance with the provisions of Article XIII of this Contract.

SECTION 6: The probationary period for hired employees shall be six (6) months, during which time the City may terminate probationary employees at its discretion, and such employees shall not have recourse to the Grievance Procedure.

The Chief may extend the probationary period for up to an additional thirty (30) working days. The Chief will discuss with the Union his reason(s) for such extension.

SECTION 7: Physical examinations shall be administered within the discretion of the City at the City's expense in accordance with the City's Health and Safety Schedule. Employees who fail to pass a physical or in relation to whom a deficiency is found shall be provided a reasonable opportunity, if possible, to correct their deficiencies. Matters not related at all to Fire Department duties shall remain confidential.

SECTION 8: The Fire Inspector(s) shall be eligible for any promotional vacancies for which he/she meets the requirements. The Fire Inspector shall be eligible to compete for the Fire Marshal's position when a promotional vacancy occurs.

SECTION 9: All promotional lists shall expire after two (2) years unless the City extends the list by one (1) additional year.

ARTICLE XV - PENSIONS

SECTION 1: PRESENT EMPLOYEES

All employees who were employed in the Bargaining Unit as of May 1, 1971, and who are currently covered by the Non-Contributory Plan, will continue under this pension plan, as described in Appendix B. All members in the Bargaining Unit who are currently covered under the Contributory Plan, described in Appendix C, will either continue to be covered under the current Contributory Plan, or may opt to enroll in the 401 (a) Plan described in Appendix D.

SECTION 2: NEW EMPLOYEES

All employees hired after November 1, 1996, and those employees who choose to transfer from the Contributory Plan, shall enroll in the 401(a) Plan.

SECTION 3: PRE-TAX TREATMENT OF CONTRIBUTIONS.

The City shall provide for pre-tax treatment of all employee contributions to all pension plans of the bargaining unit.

SECTION 4:

Provided that if Federal or State pension laws change the obligation of the City with respect to said Pension Plan, the City may opt to reopen negotiations as to the Contract pension language and/or Appendices B and C.

ARTICLE XVI - INSURANCE

SECTION 1: The City shall provide and pay for the following insurance, Blue Cross Blue Shield Century Preferred or equivalent coverage, for each employee and his/her enrolled dependents:

A: The Prescription Drug Coverage Shall Be \$2.00 Generic / \$7.00 Brand / \$0. Mail Order Copay to \$1,000.00 Max Per Calendar Year. Additional Coverage Subject to Deductible and Co Insurance.

B: A \$25,000 Group Term Life Insurance for each employee.

C: Effective July 1, 1993, Connecticut Blue Cross/Blue Shield, Flex Dental Plan including Type I (Preventative 100%), Type II (Basic 80%), and Type III (Major 50%) categories. (\$1,000 C/Y Maximum; \$50 C/Y deductible maximum Type II services; Basic Services Incentive 80% - 90% - 100%)

SECTION 2: It is mutually understood that insurance benefits or changes will become effective on a date based on the normal administrative processing time of the respective companies as it computes or relates to the date this Agreement is ratified and the date on which individual employees file necessary change data with the Personnel Office.

SECTION 3:

Effective July 1, 2005 the City shall provide ninety-seven percent (97%), with the employee providing through payroll deduction the remaining three percent (3%) of the premium.

Effective January 1, 2006 the City shall provide ninety-four percent (94%), with the employee providing through payroll deduction the remaining six percent (6%) of the premium.

Effective July 1, 2007 the City shall provide ninety-three percent (93%), with the employee providing through payroll deduction the remaining seven percent (7%) of the premium.

Effective June 30, 2009 the City shall provide ninety-two percent (92%), with the employee providing through payroll deduction the remaining eight percent (8%) of the premium.

The parties agree to the maximum extent allowed by the Internal Revenue Code, the employee's share of the premium shall be with pre-tax dollars.

ARTICLE XVII - SALARIES

SECTION 1: The pay rates of each employee shall be as set forth in Appendix A hereto.

SECTION 2: Each Firefighter, Fire Lieutenant, and Fire Inspector who has less than one (1) year of service in their respective classifications, and each Battalion Chief and each Fire Marshal shall be paid at Step 1 of the salary range of their classification. Each Firefighter who has one (1) but, less than two (2) years of service in his/her classification and each Fire Lieutenant and Fire Inspector who has one (1) or more years of service in their classification, shall be paid at Step 2 of the salary range of their classification. Each Firefighter who has two (2) but less than three (3) years of service in his/her classification, shall be paid at Step 3 of the salary range of his/her classification. Each firefighter who has three (3) but less than four (4) years of service shall be paid at step 4 of his/her classification. Each firefighter who has four (4) but less than five (5) years of service shall be paid at step 5 of the salary range of his/her classification. Each firefighter who has five (5) or more years of service shall be paid at step 6 of the salary range of his/her classification. All firefighters hired prior to June 30, 2005 shall be paid at the highest salary range of his/her classification.

SECTION 3: The salary rates set forth in this Appendix A are annual rates.

SECTION 4: During the life of this Contract the City may change officer titles without changes in responsibility or salary.

SECTION 5: Hourly rate calculations.

A: Hourly rates for all employees except those in the Fire Prevention Division are computed by dividing the annual figure by 52 (weeks) and then dividing by 42 (hours) and rounding off the nearest whole cent using standard scientific notation.

B: Hourly rates for the Fire Prevention Division shall be computed by dividing their annual salary by 52 (weeks) and then dividing by 40 (hours) and rounding off as in Section 5(A).

SECTION 6: For each day or majority part thereof that an employee serves in an acting capacity in a classification higher than his/her regular classification, (s)he, shall receive one day's pay at Step 1 of the salary range of such higher classification.

SECTION 7: Only employees on the City payroll on the date this Agreement is signed or who have, subsequent to July 1, 2005, retired or been placed on a disability retirement shall be entitled to retroactive payments pursuant to the schedule in Appendix A on a pro rata basis.

ARTICLE XVIII - PAYDAY PROVISIONS

SECTION 1: Employees included in the Bargaining Unit shall be paid every other Friday, unless such Friday is a holiday, in which case the Thursday preceding the regular payday shall be the payday for that period. Each employee's paycheck shall be enclosed in a separate envelope when employees are available and this is possible.

SECTION 2: The City will make available for those employees who desire it direct deposit in a bank of the employee's choice as long as that bank has a federal routing number

SECTION 3: Paychecks will be made available to the Battalion Chief for distribution to members of the shift leaving duty on the morning of payday providing that checks are received by the Fire Administration in a timely manner and Administrative Personnel are available to process.

All paychecks picked up on payday or prior to payday will be signed for on a roster checklist provided by the Chief.

ARTICLE XIX - LONGEVITY

SECTION 1: Longevity shall be considered as an added compensation to employees for

continued and faithful service to the City. Longevity payments shall not affect the annual pay rate to which an employee is entitled. Longevity payments shall be included in an employee's total earnings for the purpose of determining his/her pension benefits.

SECTION 2: Longevity payments shall be due to all regular full time employees in the service of the City excluding temporary, seasonal, part-time, and per diem employees on the following scale:

Aggregate Years of Service	Total Annual Longevity Payments
5 years but less than 10 years	\$300.00
10 years but less than 15 years	\$400.00
15 years but less than 20 years	\$500.00
20 years but less than 25 years	\$600.00
25 years or more	\$750.00

SECTION 3: The total annual longevity payment shall be due and payable in two (2) equal installments; the first being due and payable not later than November 30 and the second being due and payable no later than May 31 of each fiscal year.

SECTION 4: Eligibility for longevity compensation shall begin on the date the employee is hired by the City for a regular authorized position on a full-time basis

SECTION 5: An employee will become eligible for his/her first total annual longevity payment if (s)he has completed five (5) years of service on or before November 30 of a fiscal year. An employee will become eligible for one installment of his/her first annual longevity payment if (s)he has completed five (5) years of service on or before May 31 of a fiscal year. Thereafter additional longevity payments for aggregate years of service will be predicated on the same basis.

SECTION 6: Only employees on the payroll on the specified date of longevity payment shall receive longevity compensation, except that employees, who retire during a fiscal year, shall be considered as having earned full longevity for such fiscal year and they shall not be required to be on the payroll on the specified dates of longevity payments in order to receive full longevity compensation for the year, and except' that employees who die during a fiscal year' shall be considered as having earned full longevity for such fiscal year regardless of whether they are on the payroll on the specified dates and their widow(er) shall receive at the time of such deaths full longevity compensation for the year. In the event such employees who die are not survived by widow(er)s, such full longevity compensation shall be paid to their estate.

SECTION 7: Time spent in the armed forces of the United States; i.e., Army, Navy, Air Force, Marine Corps, and Coast Guard, while on leave from the City shall be included in determining the number of aggregate years of service.

ARTICLE XX - UNIFORM & PROTECTIVE CLOTHING ALLOWANCE

SECTION 1: The City of New London shall supply upon an annual basis a credit for uniforms and protective clothing to each employee who is a member of the Bargaining Unit as provided below:

<u>Classification</u>	<u>Effective</u> <u>July 1, 1995</u>
Firefighter	\$370.00
Lieutenant	\$382.50
Battalion Chief	\$430.00
Fire Marshal	\$430.00
Fire Inspector	\$430.00

The uniform and protective clothing allowance shall be used to purchase or replace Fire Department specified and authorized uniforms and protective clothing only.

New employees hired during the fiscal year shall receive a clothing allowance based on pro rata of 1/12 through 12/12 as it relates to appointment date. Employees hired between the 1st and 15th of the month shall be considered as earning 1/12 of that month. Employees hired between the 16th and the 31st of the month shall be considered as earning no credit for that month.

SECTION 2: The City shall provide each employee in the Bargaining Unit with his/her own protective clothing of good quality and condition. Such clothing shall consist of helmet with Eye Face protection, boots, turnout coat, quick hitches with suspenders, gloves or other required protective clothing. All employees will have the option of wearing New London Fire Department approved leather fire fighting boots with the fire fighting turnout gear. Any employee wishing to use leather boots with the Fire Fighting gear must purchase them with their clothing allowance. If the employee is replacing worn-out or damaged existing, boots the employee shall pay the difference, if any, between the rubber and leather boots.

Each employee shall be responsible for the routine care, maintenance and security of his personal protective clothing. The City shall be responsible for replacement of protective clothing based on normal wear and tear. Such replacement shall be on a one for one basis.

SECTION 3: Each new employee(s) shall be provided with Two (2) sets of work uniforms consisting of Four (4) Station Uniform shirts (2) Long Sleeve's & (2) Short sleeve's, Two (2) pairs of Pants, one Pair of work shoes, one uniform hat and one work Jacket. If, during the course of this collective bargaining agreement, the City requires an additional station uniform component or an additional protective clothing component, an initial issue of such new items will be provided to all current and future employees.

Each employee shall be provided a full & complete dress uniform, upon successful completion of his/her probationary period. A full and complete dress uniform shall consist of one (1) dress coat, one (1) pair dress pants, one (1) white shirt with patches, one (1) black tie and one (1) pair of black dress shoes.

SECTION 3A: Fire Department approved shorts may be worn in conjunction with the departments' summer uniform policy. It is understood that shorts are not a station uniform component to be provided by the City

SECTION 4: Employees, with the exception of the Duty Officers picked up in city vehicles, shall be entitled to exercise the option as to whether or not to wear uniforms to and from work on a daily basis. An employee shall not be considered to be on duty unless (s) he is in his/her place of duty wearing the prescribed uniform. The Chief or his/her designee shall determine where his/her place of duty is and what the prescribed uniform is and this determination shall not be subject to the grievance and arbitration procedure contained in this Agreement. From time to time employees shall be required to wear dress uniforms as the occasion calls for. Except as provided above, the composition, type and manner of wearing the uniform shall be as directed by the City.

ARTICLE XXI - WORK WEEK

SECTION 1: The workday shall be a ten (10) hour day shift from 7:30 a.m. to 5:30 p.m. and a fourteen (14) hour night shift from 5:30 p.m. to 7:30 a.m.

SECTION 2: Any employee(s) required to work outside his/her regular shift shall be provided adequate food as close to normal meal times as possible, at the City's expense. In no event shall the cost of meals exceed: \$7.00. Employee shall provide receipt.

SECTION 3: The work week of each employee, except personnel assigned to the Fire Prevention Division shall be forty-two (42) hours based on a schedule of two (2) shifts of days followed by forty-eight (48) hours off duty, followed by two (2) shifts of nights, followed by seventy-two (72) hours off duty followed by two (2) shifts of days and so on. New hires may be assigned to day shifts Monday through Friday for training purposes. The schedule shall be agreed upon between the City and the Union prior to any assignment of personnel. This work week shall be 42 hours.

SECTION 4: The work week of the personnel assigned to the Fire Prevention Division shall be forty (40) hours based on a five (5) day week, Monday through Friday schedule.

SECTION 5: The workweek period shall be a 28 day cycle, to comply with FLSA.

SECTION 6: It is understood that in those instances, excluding administrative scheduling errors, where an investigation determines that an employee failed to report to duty for an assigned shift(s), the absent employee(s) will not be compensated in any manner for that shift(s).

ARTICLE XXII - OVERTIME

SECTION 1: Whenever any employee, except those assigned to the Fire Prevention Division, works in excess of his/her regularly assigned work week or work schedule, as provided for in Article XXI, in addition to any other benefits to which (s)he may be entitled, (s)he shall be paid

for such overtime work at his/her regularly hourly rate, multiplied by twelve (12) hours if (s)he works a full tour of duty, or by the actual number of hours of such overtime work if (s)he works less than full tour of duty. Those employees assigned to the Fire Prevention Division shall be paid at one and one-half (1 1/2) their regular hourly rate for any work in excess of their regularly scheduled work week.

SECTION 2:

A: If an employee is called back to work from off-duty to work overtime to fill shortages and reports, (s)he shall be paid at his/her regular hourly rate for a minimum of four (4) hours or the actual number of hours of such overtime work, whichever is greater.

B: If an employee is called back to work and reports from off duty to work overtime for multiple alarm fires or an emergency (as defined in Section 4 of this Article), (s)he shall be paid at one and one-half (1 1/2) his/her regular hourly rate for a minimum of four (4) hours or the actual number of hours of such overtime work, whichever is greater.

SECTION 3: Effective upon the signing of this Agreement the Chief or his/her designee shall establish two (2) separate rotating overtime rosters for each classification consisting of employees in each classification. One (1) roster is to be used for full tour of duty assignments; the other roster is to be used for less than full tour of duty assignments. Each employee, who requests in accordance with this Article to have their names placed on both such rosters, shall have their names placed on both rosters. For the purpose of this subsection, Battalion Chief shall be considered as one classification, Fire Lieutenant shall be considered as another classification, and Firefighters shall be considered as still another classification. Each employee on the overtime roster for that employee's classification on the date of this Agreement is executed, shall be placed on both such overtime rosters for their classification effective on that date. Any new overtime roster to be instituted shall be instituted in the order of seniority pursuant to the seniority Article (XIII) contained in this Agreement.

A: Each overtime assignment to cover a duty officer shortage shall be offered on a rotating basis to off-duty employees on the Battalion Chief's overtime roster. If no employee on such roster accepts such assignment, the assignment shall be offered on a rotating basis to off-duty employees on the Fire Lieutenants overtime roster. Should no Fire Lieutenant accept such overtime assignment, the Chief shall have the right to order the off-duty employee on the Battalion Chief's overtime roster who is first due for such assignment to work such overtime assignment. When no Battalion Chief is available to be ordered in the Chief shall have the right to order the off-duty employee on the Lieutenants overtime roster who is first due for an assignment to work such assignment.

B: Each overtime assignment to cover a Fire Lieutenant's shortage shall be offered on a rotating basis to off-duty employees on the Fire Lieutenant's overtime roster. If no employee on such roster accepts such assignment, the assignment shall be offered on a rotating basis to off-duty employees on the Firefighters overtime roster who are at pay grade 4. Should no Firefighter accept such overtime assignment, the Chief shall have the right to order the off-duty employee

on the Fire Lieutenant's overtime roster who is first due for such assignment to work such overtime assignment. When no Lieutenant is available to be ordered in, the Chief shall have the right to order the off-duty employee on the Firefighters overtime roster who is at pay grade 4 and is first due for an assignment to work such assignment.

C: Each overtime assignment to cover Firefighter shortages shall be offered on a rotating basis to qualified off-duty employees on the Firefighters overtime roster. If no employee on such overtime roster accepts such assignment, the Chief shall have the right to order the employee on the overtime roster who is first due for such assignment and who is qualified for such assignment to work such assignment.

D: Whenever there are a sufficient number of personnel on duty and the chief elects to elevate, an acting Battalion Chief position shall be offered on a voluntary basis in order of seniority to each Lieutenant. If no Lieutenant accepts the elevation, the senior Lieutenant shall be elevated to cover that vacancy. An acting Lieutenant's position shall be offered on a voluntary basis in order of seniority to each Firefighter. If no Firefighter accepts the elevation, the senior Firefighter shall be elevated to cover that vacancy.

E: No employee shall be ordered to duty, to fill shortages, if the employee is on a scheduled vacation or holiday. Employees shall not be ordered to duty, to fill shortage, the shift before or the shift after a scheduled vacation or holiday.

F: If an employee accepts an overtime assignment, his/her name shall be moved to the bottom of the applicable rotating overtime roster.

G: The Chief shall keep records of all overtime rosters, overtime work and how it is assigned, and the Union shall have the right, upon reasonable notice to inspect same.

H: The rotating overtime roster in effect on the day before this Contract is executed for each classification shall remain in effect during the life of this Agreement except as such roster is thereafter amended in accordance with the following: Each present employee who is not on the overtime roster for his/her classification on that day and who makes a request in writing to the Chief within thirty (30) days immediately following the execution of this Agreement to have his/her name placed on the overtime rosters for his/her classification, shall have his/her name added to the bottom of such overtime rosters. If more than one such request for any classification is received by the Chief at the same time, the employees making such requests shall have their names added to such overtime rosters in the order of their seniority. Each employee who is appointed or promoted on or after the date on which this Agreement is executed, shall have his/her name added to the bottom of the overtime rosters of his/her classification, provided (s)he submits a request for same in writing to the Chief.

I: Any employee working an overtime assignment shall be utilized for that assignment except that the employee may be reassigned to another position for which he is qualified in the event of a piece of equipment going out of service, mechanical breakdowns or temporary training requirements. Additionally, overtime employees may be reassigned temporarily for the

duration of staff meetings, training sessions and investigations or disciplinary meetings to assignments for which they are qualified.

SECTION 4: When the rotating overtime rosters by classification referred to above are exhausted, any employee of the Fire Department may be ordered by the Chief to work overtime. Also, in an Emergency situation, any employee may be ordered by the Chief of the Fire Department or his/her designee to work overtime. "Emergency" shall mean a situation or set of circumstances or conditions of an unexpected nature such as a conflagration, hurricane, blizzard or multiple alarm fire, which cannot be dealt with by the normal complement of Fire Department personnel.

SECTION 5: Each employee who submits a request in writing to the Chief to have his/her name removed from his/her overtime rosters shall have his/her name so removed, and shall not be allowed to return to the roster for a twelve (12) month period. Except as provided for to the contrary in the preceding sentence, each employee who is on an overtime roster the day before this Contract is executed, or who thereafter has his/her name placed on such rosters in accordance with the provisions of this Article, shall remain on such rosters during the life of this Agreement.

SECTION 6: Those employees assigned to the Fire Prevention Division shall not work overtime in any classification other than their own. No employee shall be ordered in from off-duty to work overtime in a classification other than his/her own except in an emergency as defined in Section 4 of this Article. Any employee ordered to duty in a classification other than his own shall be compensated in accordance with Section 2(B) of this Article.

SECTION 7: Battalion Chiefs shall hire overtime in a manner delineated by the memorandum of agreement between the Fire Chief and the Union entitled, "Overtime Procedures," and dated 01/04/02. This agreement may be amended if changes are agreed upon by both the Fire Chief and the Union.

SECTION 8: If an employee's rights to an overtime assignment, as provided for under the terms of this agreement, are violated, the aggrieved employee's name shall be moved to the top of the respective overtime roster until the error has been corrected.

SECTION 9 No employee shall be entitled to work overtime on a scheduled day off.

ARTICLE XXIII - EXTRA DUTY

SECTION 1: Whenever any third party is required to have the services of the Fire Department pursuant to Section 29-143a of the Connecticut General Statutes or request such work, such work shall be rotated by the Chief or his/her designee in the same manner utilized to fill overtime assignments as delineated in Article XII. Employees shall be paid at one and one-half (1 1/2) their regular hourly rate, for performing such duties, for a minimum of four (4) hours or the number of hours actually worked, whichever is greater.

SECTION 2: In the event no employee accepts the job, under Section 1, the employee on top of the extra duty list shall be ordered in to fill the position.

A: The Extra Duty List shall be made up of all employees on the Partial Overtime Rosters. Order in shall be equally distributed.

B: Whenever it is necessary to have an officer and/or Firefighters for Extra Duty, Battalion Chiefs and Fire Lieutenants shall be considered as one classification and Firefighters shall be considered as another.

C: The Fire Prevention Division shall post requirements or areas of responsibility for Extra Duty assignments.

SECTION 3: In the event no employee is available to be ordered in under Section 2, the City will hire an employee from the partial overtime list to replace the Firefighter on duty, for the length of the extra duty job who filled the job. When possible the on-duty Firefighter sent to fill the extra duty job will be a Firefighter whose name is on the extra duty list.

ARTICLE XXIV - FUNERAL DETAILS

SECTION 1: The Union agrees that all employees who are assigned by the Chief to funeral detail for active members of the Fire Department, shall not receive any additional compensation for such service.

ARTICLE XXV - FUNERAL LEAVES

SECTION 1: Funeral leaves of up to four (4) consecutive calendar days between and including the date of death and the date of the funeral, shall be granted to employees scheduled for duty without loss of pay, vacation time, holiday or compensatory time to an employee in the event of death in the immediate family. Immediate family is defined as Husband, Wife, Father, Mother, Son, Daughter, Brother, Sister, Grandparent, Grandchildren, Mother-in-law, Father-in-law, Daughter-in-law, or Son-in-law, Step-Father, Step-Mother, Step-Son, or Step-Daughter.

SECTION 2: Funeral leave for the day of the funeral shall be granted without loss of pay, vacation time or holiday time (compensatory time) to an employee in the event of death of a close relative of the employee not considered to be a member of the immediate family; namely, Uncle or Aunt, Brother-in-law, Sister in-law, niece or nephew.

SECTION 3: In the event of the death of a more distant relative, such as a Cousin, the employee may be granted sufficient time (not less than four (4) hours) to attend the funeral. All absences for this purpose shall be charged to available balance of vacation leave, holidays, or leave without pay in the order listed.

SECTION 4: In the event of a death of a present City employee, or an employee who has been closely associated with the Fire Department, or other City Official, time off (not less than four

(4) hours) which will not hinder the operation of the, Fire Department, to attend the funeral may be granted. All absences for this purpose shall be charged to available balance of vacation leave, holidays, or leave without pay in the order listed.

SECTION 5: Additional leave to that allowed in Sections 1 through 4 hereof, for funerals, may be granted by the Fire Chief, if such leave is reasonable, if the situation justifies it and if it will not hinder the operation of the Department. Any additional leave allowed shall be charged to available balance of vacation leave, holidays, or leave without pay in the order listed.

ARTICLE XXVI - SPECIAL LEAVE

SECTION 1: Each employee shall be granted special leave with pay for any day, or days, on which (s)he is able to secure another employee to work; in his/her place, provided such substitution does not impose any additional cost to the City, and the Chief of the Department is notified in advance. An employee who asks another employee to substitute shall still bear overall responsibility for the manning of the position that is being substituted for.

SECTION 2: Special Leave shall not result in an employee being absent from the work place for more than thirty (30) consecutive working days. In addition, employees must make themselves available for mandatory training.

ARTICLE XXVII - EDUCATION INCENTIVE

SECTION 1: Upon satisfactory completion, the City shall pay for necessary books and tuition for Bargaining Unit employees within budgetary limitations who participate and receive a grade of "C" or better (while employed by the Department) in courses directly related to fire technology and/or administration and which will increase such employee's proficiency in his/her present or future Fire Department assignments. In order to be eligible for the above, the employee must have prior approval of the Chief or his/her designee.

SECTION 2: Any Fire Department required training, i.e., E.M.T., Fire Marshal certification, etc., of Bargaining Unit Personnel during off-duty hours shall be compensated at their regular hourly rate for a minimum of four (4) hours or the actual number of hours in attendance, whichever is greater.

SECTION 3: Any voluntary training directly related to E.M.T., Firefighter I, Firefighter II, Fire Officer, Instructor of bargaining unit personnel during off-duty hours shall be compensated at their regular hourly rate for a minimum of four (4) hours or the actual number of hours in attendance, whichever is greater. In order to be eligible for the above, the employee must make a written request and have written prior approval of the Chief or his/her designee.

SECTION 4: Those employees taking courses as defined in Section 2 and 3 above, shall be released from duty to attend those courses when the schooling is scheduled on their regularly assigned work shift.

SECTION 5: The City shall provide transportation or pay mileage at the pending IRS rate.

SECTION 6: The time for compensation is computed beginning with the time of departure from Fire Headquarters and ends at time of return to Fire Headquarters.

ARTICLE XXVIII - HOLIDAYS

SECTION 1: Each full-time employee of the Fire Department shall receive twelve (12) legal holidays:

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

If conflicts occur with respect to the selection of which day a holiday is celebrated on, holidays shall be celebrated as celebrated by the State.

SECTION 2: There shall be twelve (12) compensatory days off in lieu of holidays. Any holiday selections for days more than thirty (30) days in advance, shall be requested on a two part form provided by the Fire Chief. One copy of the form will go to the Chief with the employee keeping the second copy of the form. Compensatory days shall not be taken on Thanksgiving (day and night), Christmas Eve, Christmas (day and night), and New Year's Eve. No more than a total of six (6) employees excluding the Fire Marshal and Fire Inspectors may be off duty on a compensatory day, Holiday or Vacation leave on any shift at any one time. The Fire Marshal and Fire Inspectors shall notify the Chief or his/her designee at least 24 hours in advance of any intention to use a compensatory day. The Fire Marshal and Fire Inspector(s) shall take Christmas and Thanksgiving when normally celebrated.

SECTION 2A: Employees with the exception of the Fire Marshal and the Fire Inspectors shall be entitled to payment in lieu of compensatory days for any unused compensatory days at the end of each fiscal year. Each employee who wishes to receive pay in lieu of all or some of his/her compensatory days off, shall notify the Chief in writing between April 1 and April 30 of each fiscal year of the number of days of pay for which he/she has elected to receive pay instead of taking compensatory days off. Once a compensatory day(s) have been selected for payment, they will no longer be available to be taken off. Before the last day of June, the City shall pay to each employee the pay which he/she has so elected to receive in that fiscal year. Each day of pay

for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours.

SECTION 3: In the event that an employee with the exception of the Fire Marshal and the Fire Inspectors who is being transferred to the Veteran's Reserve or otherwise being separated or transferred from the Fire Department has used compensatory days off for any holidays which have not yet occurred (s)he shall reimburse the City twelve (12) hours pay for each such compensatory day used either by having it deducted from his/her pay check, by cash or both. In the event an employee has unused compensatory days, for holidays which have occurred, to his/her credit at the time of his/her transfer to the Veteran's Reserve or death (s)he or his/her designated beneficiary or his/her estate, as the case may be, shall receive twelve (12) hours pay for each such unused compensatory day.

SECTION 4: Those employees with the exception of the Fire Marshal and the Fire Inspectors who work on Thanksgiving (day and night), Christmas Eve, Christmas (day or night) and New Year's Eve shall be paid at one and one-half (1.5) times their regular hourly rate.

SECTION 4A: An employee who is on-duty for one of the shifts listed above as the result of a "swap" in accordance with the special leave requirements of this contract, shall not receive one and one half time. The off-duty employee, normally scheduled to work, will receive the one and one half time rate for the shift.

SECTION 5: Commencing April 15th of each fiscal year, each such employee with the exception of the Fire Marshall and the Fire Inspectors shall be requested in the order of his/her seniority by the Fire Chief or his/her designated representative to select, subject to the limitations provided for in Section 2 of this Article, all or part of his/her holidays to be taken in the fiscal year immediately following such period. Any such employee who fails to make such a holiday selection within forty-eight (48) hours after (s)he receives such request, shall not be permitted to make another such holiday selection during such period. Employees who are not on duty during their 48 hours selection period may be contacted by phone and requested to choose their holidays. An employee may have a designated representative choose his/her holiday selection if the employee is absent or not available during the 48-hour selection period. Employees who are unavailable to be contacted shall be considered to have passed. This process shall be completed by June 1st. After June 1st or such time when all employees have had the chance to select holidays mentioned above, all employees may schedule additional holidays on a first come, first serve basis.

ARTICLE XXIX - VACATIONS

SECTION 1: In each fiscal year, each regular employee, except the Fire Marshal and the Fire Inspector(s), who has or will have one (1) year but less than five (5) years of municipal service with the City on June 30 of such fiscal year, shall receive in such fiscal year eight (8) working days of vacation leave with pay each such employee who has or will have five (5) but less than ten (10) years of municipal service on June 30 of such fiscal year, shall receive twelve (12) working days of vacation leave with pay; each such employee who has or will have ten (10) but

less than fifteen (15) years of municipal service on June 30 of such fiscal year, shall receive in such fiscal year sixteen (16) working days of vacation leave with pay; and each such employee who has or will have fifteen (15) or more years of municipal service on June 30 of such fiscal year, shall receive in such fiscal year twenty (20) working days of vacation leave with pay.

SECTION 2: Commencing April 15th each fiscal year, each such employee shall be requested in the order of his/her seniority by the Fire Chief or his/her designated representative to select, subject to the limitations provided for in Section 3 of this Article, all or part of his/her vacation leave to be taken in the fiscal year immediately following such period. Any such employee who fails to make such a vacation selection within forty-eight (48) hours after (s)he receives such request, shall not be permitted to make another such vacation selection during such period. Employees who are not on duty during their 48 hours selection period may be contacted by phone and requested to choose vacation. An employee may have a designated representative choose his vacation selection if the employee is absent or not available during the 48 hour selection period. Employees who are unavailable to be contacted shall be considered to have passed. This selection process shall be completed by June 1st. After June 1st or such time when all employees have had the chance to select vacation days mentioned above, all employees may schedule additional vacation days on a first come, first serve basis. Any vacation selections for days more than thirty (30) days in advance, shall be requested on a two part form provided by the Fire Chief. One copy of the form will go the Chief with the employee keeping the second copy of the form. Vacation time not used shall be forfeited unless excused by the Chief for compassionate reasons.

SECTION 3: Vacations may be taken at any time during the fiscal year except as hereinafter provided. No more than a total of six such employees on each platoon may be off duty on vacation leave, compensatory or holiday at the same time. Days of vacation leave selected after June 1 of the previous fiscal year to be taken during the following fiscal year shall not be considered as part of a full week of vacation leave. No vacation leave may be taken by such employees on Thanksgiving Day (day and night), Christmas Eve, Christmas (day and night) and New Year's Eve.

Employees may carry unused vacation leave to the next fiscal year. However, such carry-over shall not exceed two times (double) the prior fiscal year allotment. Unused vacation leave in excess of the above shall revert to the City at the end of such fiscal Year.

SECTION 4: Employees assigned to the Fire Prevention Division shall receive vacation leave with pay in each fiscal year in accordance with the following schedule:

- A: One (1) year through five (5) years of municipal service with the City - ten (10) days.
- B: After five (5) years - fifteen (15) days.
- C: One (1) additional day for each year of service in excess of five (5) years to a maximum of twenty-five (25) days.

Such employees may split their vacation time in the same manner as all other employees. The schedule for this vacation shall be approved by the Chief of the Department, except that the Chief may designate the Fire Marshal as the approving authority for the Inspector(s).

SECTION 5: In the event that an employee has unused vacation leave to his/her credit at the time of his/her retirement or death, (s) he or his/her widow (er), as the case may be, shall receive at the time of such retirement or death one (1) day's pay in lieu of each day of such unused vacation leave. If such an employee shall die and (s) he is not survived by a widow (er), such vacation pay shall be paid to his/he estate. Each day of vacation pay for each employee shall be computed by multiplying his/her regular hourly rate by the average number of hours in his/her regular tour of duty (12 hours).

ARTICLE XXX - UNION BUSINESS LEAVES

SECTION 1: Three (3) 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 of day during which such members are scheduled to be on duty.

SECTION 2: One (1) member of the Union Grievance Committee shall be granted leave from duty with full pay for all official meetings between the City and the Union for the purpose of processing grievances or prohibited practices when such meetings take place at a time during which such members are regularly scheduled to be on duty.

SECTION 3: Such officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union Business such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this Section shall not exceed thirty (30) days in any fiscal year and provided that the Chief is given one (1) week 's notice in writing, whenever possible, stating the reasons for the leave and the expected duration of the leave.

ARTICLE XXXI - SICK LEAVE

SECTION 1: Each employee shall be allowed one and one-quarter (1 1/4) days of sick leave with pay for each month or fraction thereof of continuous regular full-time service with the Fire Department. Any unused portion of sick leave shall accumulate from fiscal year to fiscal year. An employee may use more than one hundred twenty (120) days of accumulated sick leave in a single fiscal year upon the recommendation of the Chief and the approval of the City Manager. If an employee has exhausted his/her sick leave, (s)he may elect to apply his/her vacation and holiday time due him/her as a credit toward sick leave. The sick leave incentive provision as defined in Appendix E shall apply.

SECTION 2: Sick leave shall be used by an employee solely because of illness or off the job injury. Nothing set forth in this Article (Article XXXI) shall prohibit the Chief or his/her

designee from investigating any absence due to sick leave when (s)he suspects an abuse of the sick leave provisions of this Article (Article XXXI).

SECTION 3: If an illness to a member of his/her immediate family requiring hospitalization or attendance to that member of the immediate family should make it necessary for an employee to be absent from duty, such employee may be granted time off, not to exceed three (3) working days per illness, by the, Chief or his/her designee. Time off shall not be withheld arbitrarily or unreasonably, but the decision to grant such is within the discretion of the Chief or his/her designee. Any reasonable means may be utilized to verify a request, including a doctor's certificate stating that the employee's presence at home is warranted. Time off taken pursuant to this Section shall be charged against sick leave.

SECTION 4: An employee shall be entitled to one (1) compensatory day off at the end of any four (4) consecutive month period during which (s)he has not used any sick leave. A new period for the purpose of determining entitlement to this benefit shall begin with the first day following the day of completion of the prior determination period or the first scheduled working day which follows an absence from duty for sickness.

These compensatory days must be taken during the fiscal year in which they were earned, except that, a compensatory day earned during the month of June may be carried forward into the next fiscal year.

SECTION 5: An employee who is sick or injured on a scheduled holiday, may not use sick leave for that day unless that employee was on sick leave on the work day before the scheduled holiday and can produce a physician's certificate. An employee who is sick or injured during scheduled vacation, may take sick leave in accordance with this Article, provided the employee calls in sick first and produces a physician's certificate establishing such sickness or injury.

ARTICLE XXXII - HEALTH AND SAFETY

SECTION 1: In order to protect the health and safety of the employees in the Bargaining Unit and to provide an adequate initial response force, the table of organization shall be eighteen (18) employees per shift; however, there shall be a minimum of sixteen (16) bargaining unit employees on duty available to respond. No engine shall respond to any emergency with less than one (1) lieutenant and two (2) firefighters on board. No ladder company shall respond to any emergency with less than two (2) firefighters on board. No ambulance shall respond to any emergency with less than two (2) firefighter/emergency medical technicians on board.

The Union understands that the total number of apparatus on duty shall remain a sole management prerogative and the Union agrees that any reduction in the total number of apparatus the City keeps in service is not subject to the Grievance Procedure of this contract or will not be challenged in any other form.

SECTION 2: When a truck company is assigned to mutual aid, the station officer normally assigned to the engine will be assigned to the truck and the driver and rider of the engine will be reassigned to New London apparatus for the duration of the mutual aid.

SECTION 3: Physical examinations pursuant to the National Fire Protection Associations Inc. standard on Medical Requirements for Firefighters 1997 Edition shall be administered within the discretion of the City at the City's expense to all new employees hired after February 18, 2000. Employees who fail to pass a physical or in relation to whom a deficiency is found shall be provided reasonable time period to correct their deficiencies. If the employee continues treatment to correct deficiencies with the City approved physician, the treatment will be at the City's expense. If the employee elects to seek treatment with another physician, it will be at the employee's expense. All certifications of corrections of deficiencies shall be by the City's physician. Failure of the employee to correct the deficiency may lead to disciplinary action, up to and including discharge. Matters not related to Fire Department duties shall remain confidential.

SECTION 4: A mandatory physical fitness program for all new employees hired after February 18, 2000 will be instituted during the life of the agreement. The City and the Union agree to negotiate the establishment and implementation of this program.

ARTICLE XXXIII - E.M.T. INCENTIVE

SECTION OF INTENT: It is the intent of the City and the Union that the purpose of this Article is to encourage voluntary participation in the EMT Program. The City and the Union agree that the agreements in this Article will not be manipulated in any manner that discourages participation in the E.M.T. Program.

SECTION 1: The City shall provide for the certification and/or re-certification for E.M.T. training during the terms of this agreement.

SECTION 2: Each employee hired prior to June 1, 1995, shall have the option after obtaining (20) years of eligibility for ambulance duty to be exempt from further ambulance duty, but maintain eligibility for all other EMT assignments (i.e. engine rider, bike duty and any other non-ambulance assignments requiring an EMT). In the event any qualifying E.M.T. hired before July 1 1993, desires not to continue E.M.T. status he/she will notify the Chief at least six (60) days in advance of such desire for his expiration of E.M.T. status.

SECTION 3: E.M.T.'s hired before July 1, 1993, may on a one time basis, for a one (1) year period, request not to be utilized as an E.M.T. without giving up their certification. It is understood the monetary incentive applies only to those E.M.T.'s that are usable on the ambulance. It is understood that the number of E.M.T.'s in this category shall not exceed, at any given time, ten percent (10%) of the total number of E.M.T.'s. It is also understood that Officers are not considered part of this percentage.

SECTION 4: Any new hires after July 1, 1993, shall become certified E.M.T.'s within two (2) years and remain E.M.T.'s for the duration of their employment. E.M.T.'s hired after July 1, 1993, may choose not to be used on the ambulance after twenty (20) years of E.M.T. service, but must continue to maintain their E.M.T. certification.

SECTION 5:

A. All E.M.T.'s shall receive a shift differential for working an ambulance assignment. This shift differential shall be computed by taking 4.0% of the E.M.T.'s annual base salary and dividing it by 2184 hours to establish an hourly rate. This differential shall be paid only to the E.M.T.'s who actually work the ambulance on a shift by shift basis.

B. A \$500.00 dollar incentive shall be paid each August 1st of the contract to E.M.T.'s hired before July 1, 1995. It is understood the money incentive only applies to EMT's that are ambulance usable.

ARTICLE XXXIV - NO DISCRIMINATION

SECTION 1: The provisions of this Agreement shall be applied equally to members of the bargaining unit except where otherwise provided in the Agreement without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

SECTION 2: The City of New London and Local 1522 will not tolerate discrimination or inappropriate remarks in any form whatsoever. This shall include, but not be limited to, racial, sexual, religious, marital status or remarks referring to national origin.

All Fire Department Officers and Firefighters have a responsibility through example and direct management, to insure that appropriate working conditions are established and maintained for all employees.

ARTICLE XXXV - INJURY LEAVE

SECTION 1: An employee who sustains an injury or disability arising out of and in the course of his employment shall be entitled to injury leave with the equivalent of full base pay less Workers Compensation Insurance payments from the date of injury CL disability until such time as he/she is able to return to duty or reaches maximum recovery, whichever comes first. In no event however, shall the injury leave and/or payment beyond the extent of the Workers Compensation Insurance continue for more than two (2) years from the date of injury or disability. Any such employee unable to return to duty shall be eligible for a disability pension, if qualified.

SECTION 2: For all employees hired prior to July 1, 1996, any condition or impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be presumed to have arisen out of and in the course of his/her employment, is

such employee successfully passed a physical examination on entry into the Department, which examination failed to reveal any evidence of hypertension or heart disease.

SECTION 3: City and the Union agree to negotiate a light-duty Return to Work Policy, during the life of this Agreement.

ARTICLE XXXVI - COURT APPEARANCES

SECTION 1: Employees who may be subpoenaed to attend court or meet with court officials for any job related purpose during their off duty hours and are actually called to appear in court shall be paid a minimum of four (4) hours for each required appearance in addition to mileage to and from their home at prevailing IRS rate.

XXXVII – PUBLIC FIRE EDUCATION

SECTION 1: Public fire education programs may range from simply displaying fire apparatus, presenting specific subject information and literature on subjects such as exit drills, fire extinguishers and smoke detectors, or more complex programs such as presenting and using the Fire Safety House, participating in the Firehawk program and developing and delivering audience specific programs.

SECTION 2: The Fire Chief shall determine which Fire Department resources will be assigned to all requests for public fire education programs, all requests for the Fire Department presence as part of larger programs or special occasions, as well as all audience specific programs initiated by the Fire Department.

SECTION 3: When the Fire Chief determines that public fire education programs will be delivered by utilizing personnel on an overtime basis, those employees will be hired from a separate “Public Education” overtime list and will not be part of the normal, on-duty personnel. When the Fire Chief determines that a presentation will involve the Fire Safety House, the personnel hired from the “Public Education” overtime list will deliver the fire safety program.

SECTION 4: The Public Education overtime list shall consist of only those personnel, of any rank, who have been qualified by the Department on the Fire Safety House and who have requested their name be placed on the list. Public education training will be provided to all employees, however an emphasis will be placed on those who wish to participate in the public fire safety education program and are on the Public Education overtime list.

SECTION 5: When the Fire Chief determines that a particular public fire education program(s) will be delivered by utilizing personnel on an overtime basis, personnel shall be compensated in accordance with Article XXII, Overtime, Section 2 (A), of this collective bargaining agreement.

XXXVIII – DRUG SCREENING

SECTION 1: The City of New London and Local 1522 are committed to a workplace free from substance abuse. Neither the use of illegal substances nor the abuse of legal and/or controlled substances will be tolerated in the workplace.

The City of New London and Local 1522 agree that a Firefighter or Fire Officers professional and ethical ability to perform emergency and non-emergency services should never be questioned or be hampered by the allegation of substance abuse.

SECTION 2: The City shall have the right to have an employee tested if that employee presents a reasonable suspicion of substance abuse. Two Fire Department Supervisors must be in complete concurrence pursuant to mandatory department training.

Dated and Signed at New London, Connecticut this th day of September, 2005

Richard Brown, City Manager
City of New London

Gary Batch, President
Local 1522, I.A.F.F.

Witness

Roger Tompkins, Vice President
Local 1522, I.A.F.F.

Todd Johnson, Secretary
Local 1522, I.A.F.F.

**APPENDIX A
FIRE DEPARTMENT ANNUAL SALARY SCHEDULES**

Effective July 1, 2005 Zero percent (0%) pay raise:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Fire Marshall	56,909.00					
Battalion Chief	54,960.00					
Lieutenant	49,773.00	50,770.00				
Fire Inspector	48,076.00	48,979.00				
Firefighter	34,934.00	37,451.00	39,968.00	42,485.00	45,002.00	47,518.00

Effective July 1, 2006 Three percent (3%) pay raise:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Fire Marshall	58,616.00					
Battalion Chief	56,609.00					
Lieutenant	51,266.00	52,293.00				
Fire Inspector	49,518.00	50,448.00				
Firefighter	35,982.00	38,575.00	41,167.00	43,760.00	46,352.00	48,944.00

Effective July 1, 2007 Three & one half percent (3 1/2%) pay raise:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Fire Marshall	60,668.00					
Battalion Chief	58,590.00					
Lieutenant	52,060.00	54,123.00				
Fire Inspector	51,251.00	52,214.00				
Firefighter	37,241.00	39,925.00	42,608.00	45,292.00	47,974.00	50,657.0

Effective July 1 2008 Three & one half percent (3 ½ %) pay raise

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Fire Marshall	62,791.00					
Battalion Chief	60,641.00					
Lieutenant	54,917.00	56,017.00				
Fire Inspector	53,045.00	54,041.00				
Fire Fighter	38,544.00	41,322.00	44,099.00	46,877.00	49,653.00	52,430.00

APPENDIX B - Non Contributory Pensions

SECTION 1:

In addition to the paid members of the Fire Department there shall be an honorary grade, known as the Veteran Fireman Reserve, to which, except as hereinafter provided, shall be transferred, upon recommendation by the City Manager, any officer of the regular Fire Department force who has completed fifteen (15) years or more of continuous service as a member of the regular Fire Department force and who reaches sixty (60) years of age and any member other than any officer who has completed fifteen (15) years or more of continuous service with the regular Fire Department force and who reaches the age of fifty-five (55) years.

SECTION 2:

The compensation of such officers and other members of the regular Fire Department force transferred to the Veteran Reserve, because of age, shall be based on the number of years of service of such officer or other member as follows:

A: For fifteen (15) years continuous service one-third (1/3) of the rate of compensation received at the time of transfer.

B: For each additional full year of continuous service over fifteen (15) years, but not in excess of a total of twenty-five (25) years of continuous service, the rate of compensation to be paid on such transfer shall be increased by one and two thirds percent, (1 2/3%) of the rate of compensation received at the time of transfer.

SECTION 3:

Any such officer reaching the age of sixty (60) years and any such other member reaching the age of fifty-five (55) years may make written application to the City Manager requesting that (s)he be continued in active service. The City Manager, after 5 days written notice to the applicant of the time and place of hearing shall hear the applicant and such relevant testimony as may be produced in support of said application. If, upon such hearing, the City Manager shall find that the applicant has not become permanently disqualified for the more active duties of the said member of the Fire department, (s)he shall issue a Certificate of Continuance in active service which shall be effective for one (1) year but may be renewed for like periods upon like written applications and hearings. The period of time served while such a Certificate of Continuance is in effect shall be included in the length of service of such officer or other member in computing his/her compensation on transfer to the Veteran Fireman Reserve. No such Certificate of Continuance shall be issued nor be in effect after such officer or other member has reached sixty-five (65) years of age.

SECTION 4:

Subject to the provisions hereinafter contained, there may be transferred to such Veteran Fireman Reserve, upon recommendation of the City Manager any such officer or other member who, through physical disability incurred in the discharge of duty or through long and faithful service, shall become permanently disqualified for the more active duties of the regular grade of the Fire Department, provided any such officer or other member transferred for long and faithful service shall have had fifteen (15) years or more continuous service as a paid member of the Fire Department.

SECTION 5:

A: The compensation of such officers or other paid members of the Fire Department, transferred to the Veteran Fireman Reserve because of physical disability incurred in the discharge of duty shall be at the rate of one half (1/2) the compensation received at the time of transfer, provided that such member shall have applied in writing to the City Manager for such transfer within one (1) year after incurring the disability and the City Manager after due hearing, of which at least twenty (20) days written notice to the applicant of the time and place of hearing shall have been given, shall find that such disability was incurred in the discharge of duty and was not caused by the willful misconduct or intoxication of the applicant; and provided such officer or other member so transferred shall perform such duties as a member of such Reserve as may be assigned to him by the City Manager. From any such payments of compensation so made there shall be deducted the amount of any award payable to such officer or such other member under the Workers' Compensation Act for loss of wages or salary.

B. The compensation of such officers or other paid members of the Fire Department transferred to the Veteran Fireman Reserve because of long and faithful service, shall be discretionary with the Council, but, in no event, shall such compensation, be less than one-third (1/3) or greater than one-half (1/2) of the rate of compensation received by such officer or employee at the time of such transfer, nor shall such compensation exceed the rates here-in-before fixed for transfer to the Veteran Fireman Reserve because of age for the same length of service.

SECTION 6:

A: The Policemen and Firemen Survivor's Fund Plan which is currently in effect under an agreement between the City and its Police and Fire Unions shall be continued.

B: Employee contributions to the Policemen and Fireman Survivor's Benefit Fund shall continue in accordance with the provisions of the Fund and the aforesaid joint agreement.

SECTION 7:

The words "continuous service" as used in the contract shall mean continuous employment in the service of the City, except that when the employment of a person covered by this contract is

terminated by his/her leave of absence in the nation's service during War time or by his/her being laid off through no fault of the employee, upon resuming his/her employment with the City, (s)he shall be given credit for his/her past service in determining the number of years of continuous service (s)he has completed with the City. No person who has voluntarily left the employ of the City or who has been discharged for cause shall be entitled to credit for past service if (s)he is subsequently employed by the City. The period during which a person is on leave of absence during war time shall be credited to his/her years of service in computing the number of years of continuous service (s)he has completed provided such person returns to his/her employment with the City upon the termination of his/her leave of absence.

SECTION 8:

Nothing in this Appendix shall be construed to limit or effect in any way the provisions of Section 46 of the Charter of the City of New London.

SECTION 9:

In addition to the current non-contributory pension benefits, the City shall provide for the non-contributory pensioners the option to participate in a 401 (a) plan insofar as it may be used as a vehicle for pretax savings. For all those who choose to participate, the City will contribute, 1% of the employee's base payroll to the 401(a) accounts of the non-contributory pensioners; the employees shall contribute a minimum of 4% of their base pay. The non-contributory pensioners shall maintain their vested benefits under the current Non-Contributory Plan.

APPENDIX C- Contributory Pension

SECTION 1: DESCRIPTION OF PLAN AND ELIGIBILITY.

The Contributory Pension Program shall cover all present Bargaining Unit members who were hired prior to November 1, 1996, and (a) who have chosen not to participate in the 401 (a) Plan as described in Appendix D; or (b) are not covered under the Non-Contributory Plan under Appendix B.

SECTION 2: SERVICE

A: For the purposes of this Appendix C, service shall be defined as the number of full years of continuous active service as a regular full-time employee eligible for inclusion in this Pension Program provided that those eligible employees hired after May 1, 1971, shall be considered for the purposes of this Program to have been hired on the effective date of this Plan, March 1, 1980. Such employees may, as hereinafter provided, obtain credit for their service prior to the effective date of this Plan.

B: Periods of absence from active employment without pay which precede a break in service, shall be deducted when computing years of service, except that authorized leaves of absence for voluntary service in the Armed Forces of the United States at any time, shall count toward continuous active service, provided that the employee returns to full-time employment within thirty (30) days of termination of such service, unless a different period is required by law. Service shall be considered broken when an employee is terminated for cause, is laid off and not recalled, terminates his/her employment, or fails to respond to recall after layoff.

SECTION 3: NORMAL RETIREMENT AGE.

For the purposes of this pension, employees shall be eligible for normal retirement under this Plan upon the attainment of fifty-seven (57) years of age, or the completion of fifteen (15) years of continuous service, whichever comes later. Employees who attain the age of sixty-five (65) years shall retire, provided no state or federal law makes this provision illegal. Under this Plan, an employee will be allowed a reduced, early retirement benefit based upon the actuarial equivalent of the employee's vested benefits.

SECTION 4: NORMAL RETIREMENT BENEFIT.

Normal annual retirement benefit for eligible employees shall be computed at the rate of two percent (2%) of the employee's average annual base salary plus longevity payments received in the highest three (3) paid years of service. Such two percent (2%) figure shall be applied for each full year of continuous service to a maximum of sixty percent (60%) of said three (3) year average.

SECTION 5: FORM OF BENEFIT.

The normal retirement benefit shall be payable in the form of a monthly annuity for the life of the member.

SECTION 6: DISABILITY BENEFIT.

Under this pension plan, when, as a result of a service-connected permanent disability, an employee is precluded from performing as an active member of the uniformed and investigatory force, such employee shall be entitled to disability benefits. The disability benefit shall be a minimum of fifty percent (50%) of the average annual salary base plus longevity received by the employee in the highest three (3) paid years of service or by computation in accordance with the normal retirement benefit, whichever is greater. Disability benefits shall be reduced by any amounts which may be payable under an award pursuant to the Worker's Compensation Laws. Upon commencement of disability benefits, routine evaluations of the disability may be made, at the expense of the City, every three (3) years to determine the retiree's fitness for return to duty until such time as the retiree attains the age of sixty-five (65).

SECTION 7: SURVIVOR'S BENEFIT.

A: The Policeman and Firemen Survivor's Fund Plan, which is currently in effect under an agreement between the City and its Police and Fire Unions, shall be continued.

B: In the event of a non-service connected death of an active and participating employee, after ten (10) years service, the spouse of said employee will, at his/her option, receive either a return of employee's contributions to the plan, or the equivalent, vested amount, upon normal retirement and vesting schedules of the deceased employee.

SECTION 8:

An employee may elect to receive a reduced allowance with provisions that such reduced retirement allowance or such part there of as may be specified by the employee in his/her notice of election (either $\frac{3}{4}$, $\frac{2}{3}$, $\frac{1}{2}$, or $\frac{1}{3}$) shall be continued after his/her death to his/her spouse named in such election, for so long as his/her spouse lives. The reduced retirement allowance shall be in such an amount as the City deems to be the actuarial equivalent of the retirement allowance that would have been payable had not the election been made. The employee must file a written notice of election of this option with the City prior to the time at which (s)he becomes eligible for retirement, provided that such written notice of election is filed within three (3) years before the member becomes eligible for retirement. (S)He may be required to pass a physical examination at the time of making such election. It is the intention of this option that the City's outlay for retirement benefits shall not be increased and that the amount payable to the retiree and his/her spouse under the option shall be the equivalent as actuarially determined of what the retiree alone would have received if (s)he had not elected the option. This option is also intended to be patterned after such option available in the Connecticut State Municipal Employee's Retirement Fund.

SECTION 9: VESTING.

A: In the event that an employee's employment terminates prior to the completion of ten (10) years service, the employee's contribution to the plan during such service shall be paid in a lump sum to the terminatee or, in the event of the employee's death, to his/her surviving spouse or his/her estate. Such application for lump sum payment must be made within a period of three (3) years following termination of employment.

B: In the event that an employee terminates from the force after completion of ten (10) years credited service in the Pension Program such terminatee will be credited with the following percentages of accrued retirement annuity, based upon extent of service at time of termination, which annuity becomes payable commencing at the normal retirement age set forth in this Article:

<u>YEARS OF SERVICE</u>	<u>APPLICABLE %</u>
10	50
11	60
12	70
13	80
14	90
15	100

C: In the event that an employee terminates from the force after completion of ten (10) years of credited service in the pension program, the employee may elect in writing to have his/her contribution to the Plan during such service paid in a lump sum to him/her, or in the event of the employee's death, to his/her surviving spouse, or if none, to his/her estate. When the employee applies for a lump sum payment (s)he irrevocably waives all benefits (s)he would otherwise receive under provisions of Section 9(B). Application for lump sum payment must be made within a period of three (3) years following termination of employment, or of death, if later.

SECTION 10: EMPLOYEE CONTRIBUTIONS.

A: Employee contributions to the Policeman and Firemen Survivor's Benefit Fund referred to in this Article shall continue in accordance with the provisions of the Fund and the Agreement in effect between the City and its Police and Fire Unions.

B: All employees eligible for the Pension Program covered by this Appendix C shall participate in such Program and shall contribute to said Pension Program an amount equal to six (6%) percent of their base annual salary plus longevity, commencing on the effective date or employment date if later. Such contributions shall be in addition to contributions to the Survivor's Benefit Fund described above. Each employee shall receive an annual statement indicating his/her contribution.

APPENDIX D - 401(a) Plan

The City shall hereby establish a defined contribution pension plan.

SECTION 1: VESTING.

The employees who are employed prior to November 1, 1996, shall immediately vest in their 401 (a) accounts, regardless of how many years of service they have with the City. All employees hired after November 1, 1996, shall be 100% vested in the City's accounts after five (5) continuous years of service with the City. The employee is vested in his/her own contributions and any accrued interest thereon immediately. The vesting schedule is only for the purposes of ownership in the City's contributions and the accrued interest thereon.

SECTION 2: CONTRIBUTIONS.

The City shall contribute to each employees' account an amount equal to 9.5% of the employee's base pay. The Employee shall contribute no less than 7% of his/her base pay, but is permitted to contribute additional amounts up to the maximum allowed by law.

SECTION 3:

For all current employees who choose to participate in the 401(a) Plan, the City shall transfer the present day value of accrued benefits for each employee from the Contributory Plan into their 401(a) account.

SECTION 4: DISABILITY BENEFIT.

When as a result of a service-related, permanent disability, an employee is precluded from performing as an active member of the uniformed or investigative force, such employee shall be entitled to disability benefits as follows:

Disability benefits under this Plan shall be a minimum of 50% of the average annual base salary plus longevity received by the employee in the highest paid three (3) years of service. Upon commencement of disability benefits, routine evaluations of the disability may be made at the expense of the City, every three (3) years to determine the members', fitness for return to duty.

The City would be the payer of last resort. Prior to any monies being paid by the City, the benefit will be first off-set by the following income:

a. The City's liability shall be decreased by the lifetime annuity value of the employee's accrued assets under the 401 (a) Plan. "Accrued assets" shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts rolled into the plan. The accrued assets will also include any amounts withdrawn from the 401 (a) Plan or leveraged or liened by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any

withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the Plan.

b. The City's liability shall also be decreased by any and all amounts the employee receives pursuant to an award, judgment, or decision for benefits against the City, under the Worker's Compensation Act: Heart & Hypertension Act; or the Unemployment Compensation Act.

APPENDIX E - Sick Leave Incentive

Upon retirement an employee under either the Contributory or NonContributory Plans (Appendix B or Appendix C, respectively) will be given a one time bonus and an additional percentage above and beyond his/her retirement benefit, as determined under his/her applicable City Pension Plan. for unused sick leave as defined below:

Number of days	Percentage	Bonus
90	1%	\$ 0.00
135	2%	\$ 0.00
180	5%	\$250.00
225	7%	\$300.00
270	8%	\$400.00

Examples:

1946	Contributory	
25 years service = 50%	25 years service =	50%
Last salary = \$20,000	Average salary	\$20,000
Pension Benefit = \$10,000		\$21,000
180 unused sick days = 5%		\$22 000
55% x \$20,000 = \$11,000		
Cash Bonus = \$250		
	Pension Benefit =	\$10,500
	180 unused sick days =	5%
	55% x \$21,000 =	\$11,550
	Cash Bonus =	\$250