

AGREEMENT
between the

MAYOR OF THE CITY OF NORWICH, NEW YORK

and the

CITY OF NORWICH FIRE FIGHTERS ASSOCIATION

January 1, 2013 – December 31, 2017

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AN AGREEMENT BETWEEN
THE MAYOR OF THE CITY OF NORWICH, NEW YORK
AND
THE CITY OF NORWICH FIRE FIGHTERS ASSOCIATION

AGREEMENT made effective this first day of January, 2013, between the Mayor of the City of Norwich, New York, herein called the "City", and the City of Norwich Fire Fighters Association Local 1404, International Association of Fire Fighters AFL-CIO, CIC, herein called the "Association".

WITNESSETH:

The Mayor of the City of Norwich and the City of Norwich Fire Fighters Association, in order to increase general efficiency in the City of Norwich Fire Department and to maintain harmonious relationships between the Fire Department, its employees, and the City, and to promote the morale, rights, and well being of the members of the Association, hereby agree as follows:

ARTICLE 1 PUBLIC EMPLOYEES

1.1 The individual members of the Association shall regard themselves as public employees and shall be governed by the highest ideals of honor and integrity in their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 RECOGNITION AND BARGAINING UNIT WORK

2.1 The City hereby recognizes the Association as sole and exclusive representative of full-time fire captains, full-time fire fighters, fire assistants and per diem firefighters only, for purposes of bargaining with respect to wages, hours of work and working conditions.

2.2 As long as the City of Norwich continues to operate its Fire Department with paid professional personnel, only paid professional Civil Service appointed and trained personnel will be used to perform the duties of a professional fire fighter (no volunteers will be substituted for professionals).

2.3 The City of Norwich recognizes that ambulance service, both emergency and non-emergency, is bargaining unit work.

2.4 Notwithstanding the limitations contained in Sections 2.2 and 2.3 above, the City may utilize volunteers to assist in the performance of fire and ambulance services in an emergency call when additional assistance is needed for where and when (after reasonable and customary efforts are first made) paid personnel are unavailable. This clause will not be used or invoked by the City to permanently replace paid members unless it determines to discontinue its use of a paid force or otherwise agrees with the Association.

ARTICLE 3 DUES DEDUCTIONS

3.1 Upon written authorization of the employee, the City agrees to deduct from the wages of each employee the sum certified by the Association as monthly dues and deliver such deductions by the 15th day of the following month to the official designated by the Association. If for any reason any employee does not have wages due him for any month, or the wages for such month are insufficient to satisfy such dues deduction, no collection shall be made from the employee for that month.

3.2 The Association shall be entitled to have deductions made from the wages or salaries of employees of such negotiating unit who are not members of the employee organization, the amount being equivalent to the dues levied by the Association.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The City retains the sole right to adopt rules and regulations and standard operating procedures relating to the operation and administration of the Fire Department, and to amend, modify or delete any such rules, regulations or procedures from time to time; provided, however, that no such rule, regulation or procedure shall contravene the specific language of any Article or section of this Agreement. However, any mandatory issue otherwise subject to negotiation (therefore not retained by the City as described above) shall remain a negotiable subject between the parties.

4.2 The City retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of the operations to be conducted and rendered, the methods, processes and means to be utilized, the control of buildings, real estate, materials and equipment, to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the hours of work and to enforce rules and regulations for the conduct of employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or section of this Agreement.

ARTICLE 5 PROBATIONARY PERIOD

5.1 All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period, but shall be subject to the other terms and provisions of this Agreement. All employees who have worked six (6) months shall be considered permanent employees and the probationary period shall be considered as a part of seniority time.

ARTICLE 6 SENIORITY

6.1 The City shall establish a seniority list on January 1 of each year and promptly post it in the Central Fire Station for a period of not less than 30 days, with a copy of the same being furnished to the Secretary of the Association. Any objections to the seniority list posted shall be reported to the department head within ten (10) days following the 30-day posting period, or it shall stand approved. Seniority shall be determined by the employee's full time fire department date of hire.

ARTICLE 7 LAYOFFS

7.1 In case the Common Council decides to reduce the Fire Department's personnel, the employees with the least seniority shall be laid off first. All fire assistants will be laid off prior to eliminating firefighter positions. Firefighter positions will be laid off on a seniority basis. Those laid off will be given the first opportunity to return to work.

ARTICLE 8 WAGES, LONGEVITY, AND INCENTIVE

8.1 Firefighters and Fire Captains hired before December 31, 2012 will receive a one time 2% lump sum payment calculated on 2012 base pay to be given to active employees on the payroll as of January 1, 2013. This lump sum is to be paid in the month of January of 2013. In addition, current employees (including Fire Assistants and Per Diems) hired before December 31, 2012 shall receive a 1% increase in base pay effective January 1st of 2013, thereafter, a 2% increase each year of the contract for 2014-2017, as calculated below

For employees hired prior to December 31, 2012:

Title		2013	2014	2015	2016	2017
Fire Captain	Entry	47,943.97	\$48,902.85	\$49,880.91	\$50,878.52	\$51,896.09
	after 2yrs	53,634.13	\$54,706.82	\$55,800.95	\$56,916.97	\$58,055.31
	after 5 yrs	62,207.32	\$63,451.47	\$64,720.50	\$66,014.91	\$67,335.21
Firefighter	Entry	45,264.42	\$46,169.71	\$47,093.10	\$48,034.96	\$48,995.66
	after 2yrs	50,954.58	\$51,973.68	\$53,013.15	\$54,073.41	\$55,154.88
	after 5yrs	59,527.77	\$60,718.33	\$61,932.69	\$63,171.35	\$64,434.78
Fire Assistant	No steps hrly rate	13.65	\$13.92	\$14.20	\$14.48	\$14.77
Per Diem	No steps hrly rate	11.37	\$11.60	\$11.83	\$12.07	\$12.31

8.2 New full time employees will receive a base pay of \$44,816. The entry level salary shall remain flat at \$44,816 for the first three years of the contract. New full time employees hired in 2013 will not be eligible for the lump sum or the 1% base pay increase but they will receive the 2% increase on Jan 1st of each year from 2014-2017. New full time employees hired in 2014 and 2015 will start at the base salary of \$44,816 but will be entitled to the 2% increases that follow. After the completion of five years of full time employment they will receive an 8% increase plus any agreed upon across the board increase. After the completion of ten years of full time employment they will receive an additional 8% increase plus the contracted across the board increase. The new step system only applies to new full time employees, not current employees. All salaries are subject to the conditions and adjustments outlined in 8.2 of this section. New Fire Assistants and Per Diem employees will continue to be paid as outlined in the chart above for pre December 31, 2012 Fire Assistants and Per Diems.

8.3 Firefighter and Fire Captain salaries are based upon a forty eight (48) hour workweek.

8.4 Full-time firefighters who have not successfully completed the requisite hours of State-required training shall have an entry salary of \$3,000 less than the entry salary otherwise payable under the regular compensation schedule. Upon completion of such required training, the members shall be placed on the regular compensation schedule in effect based on their hire date with time credited from date of employment.

8.5 Effective as soon as practicable, upon signing, out-of-title pay will be paid, at a rate of \$1.00 an hour (in addition to his regular rate), to the most senior unit member on scheduled duty.

8.6 Bargaining unit members (excluding Per Diem Firefighters and Fire Assistants) shall receive the following longevity, due and payable with the first pay in the month of December, except that anyone undertaking retirement from city service under the New

York State Retirement System shall have such longevity prorated to the number of months of service in the final year of retirement.

	Fire Fighters
After 5 Years	\$375
After 10 Years	\$625
After 15 Years	\$925
After 19 Years	\$1,525

8.7 Longevity payments shall be based on years of consecutive service from the date the employee entered the New York State Policemen's and Firemen's Retirement System.

8.7.1 Employees shall be allowed one break in service not to exceed one year, so long as this break is in good standing, and therefore will maintain consecutive service status.

8.8 Effective February 1, 2007, eligible bargaining unit members are permitted to engage in exercise on or off the work site with permission of the Chief or their designee.

ARTICLE 9 WORK WEEK

9.1 The workweek shall be an average of 48 hours per week.

9.1.1 In the event the City does not provide to the public emergency and non-emergency ambulance service as being undertaken after January 1, 1998, the practice regarding performing bargaining unit work relating to work and schedules will return to that in effect on December 31, 1997 including the call-in benefit that then existed.

9.1.2 Those employees attending basic fire training shall be paid for the time actually spent performing instructor led training sessions, subject to the City receiving satisfactory documentation to substantiate such hours.

9.2 A day of duty for Firefighters shall consist of 24 hours, beginning at 6:30 AM. Fire Assistants may be used to replace Firefighters and may be called in/ scheduled prior to calling in/scheduling Firefighters.

9.3 The six least senior fire fighters, excluding any state required training period, shall be designated as relief fire fighters, to cover leaves and absences of fire fighters, and shall:

9.3.1 Be given at least 24 hours notice to report for duty except in emergencies, to cover short notice sick time or other extenuating circumstances.

9.3.2 Work 2,496 hours annually. The hours will be logged and will be counted in ascending order starting on January 1st of the calendar year.

9.3.3 Have a maximum of 48 hours of continuous on duty followed by a minimum of 24 hours continuous off duty.

9.3.4 Work no more than 348 hours in any one calendar month.

9.4 Members may exchange shifts with approval of the department head, provided exchange time is repaid within the same 28 day work cycle.

9.5 The City may use Fire Assistants for a total of 2928 hours per year. If the City lays off a Firefighter who is listed below or does not refill one of the listed slots within 90 days of their removal from payroll, then the hours Fire Assistants can work will be decreased by 1464 hours per year. The slots covered by this section are: S. Cady, S. Fitzpatrick, G. Franklin, J. Gray, T. Kuhn, W. Law, Z. Miner, M. Powell, M. Ford, J. Steward, J. Wallen , T. Llewellyn, R. Barnes and D. Prindle.

9.6 Effective January 1, 2007, Per Diem Firefighters may be called upon only after the scheduling Chief or his designee has called all eligible bargaining unit employees for such assignments and no such employee is able or willing to work overtime.

9.7 Only one Fire Assistant will be scheduled to cover a full time bargaining unit member at any given time. The Chief, at his discretion, may assign a Fire Assistant to work as a 5th person as needed to complete extra assignments. Time worked as a 5th person shall not count toward the hours described in Article 9.5.

9.8 No bargaining unit member shall work more than 48 scheduled hours on 24 hours off, 48 hours on without then having 48 hours off after the second 48 hour scheduled shift.

ARTICLE 10 ADDITIONAL COMPENSATION

10.1 In the event a unit member shall be required to work overtime, such overtime pay shall be paid at the rate of time and one half.

10.1.1 All eligible unit members shall have the option to be compensated with such overtime pay or compensatory time off at the rate of time and one half.

10.2 Overtime pay, for relief fire fighters, will be calculated on a 28 day cycle, for hours in an excess of 212 hours in that 28 days. Regularly scheduled hours will use a base of 2,496 hours annually.

10.2.1 Pursuant to Section 207(k) of the Fair Labor Standards Act and 29 C.F.R. Part 553, the declared work period will be a 28-day cycle.

10.4 Overtime will be credited for the following, at the discretion and approval of the Chief as to the fire incident and amount of time submitted for credit, for each fire fighter not on duty:

10.4.1 General alarm fires and emergencies in the Norwich Fire Protection District if they are working fires or general emergencies only.

10.4.2 When a shift is extended over into another by a fire or emergency call.

10.4.3 Call in duty, on a person to person basis by the Chief, when additional crews are needed to man the Central Fire station or the paid fire fighters' engine. Call-in does not refer to shift coverage with the exception of the relief firefighters until such time as said relief firefighters have worked 2,496 hours in any calendar year.

10.4.4 Actual on scene fire fighting duties at a general alarm fire or general emergency scene to which a fire fighter response after being alerted by the manpower horn or monitor.

10.5 Basic fire fighting training required by the State for all new firefighters will not be credited for overtime.

10.6 Provisions for overtime contained within this Section shall not be deemed to preclude the City from establishing any provisions it may find necessary or desirable to effect manpower levels or staffing requirements.

ARTICLE 11 HOLIDAYS

11.1 Holiday hours will be credited on the first day of January of each year.

11.2 In lieu of holidays, each full-time fire fighter will be credited with 110 hours.

11.3 Any eligible unit member shall have the option to be compensated at his straight time rate of pay for any unused holiday time. Such payment shall be made in the first pay period in December of each year.

11.4 Upon retirement or resignation in good standing; any unused holiday credit hours or uncompensated holiday credit hours will be pro-rated based on the calendar year and paid at straight time.

ARTICLE 12 LEAVES AND ABSENCES

12.1 Sick Leave

12.1.1 Full-time fire fighters and full-time fire captains will be allowed to accumulate 1,320 hours of sick leave.

12.1.2 Fire fighters and full-time fire captains shall be credited with 12 hours of sick leave per month credited on the first day of the month in which it is earned.

12.1.3 All employees covered by this agreement shall be able to transfer sick time to another city employee who has exhausted his/her sick time at their option, provided however, that such transfers shall be allowed only for the purpose of covering absences from work. All transfers are subject to the approval of the Fire Chief, which shall not be unreasonably withheld.

12.1.4 Any employee who is unable to report for a shift because of illness shall immediately notify his supervisor as early as practicable so as to allow sufficient time to schedule a substitute firefighter. The employee shall call in to report that he/she is sick. In the event he (or she) is unable to do so, a responsible person may make the report for him/her. In addition, a physician's statement will be provided whenever absence exceeds two (2) consecutive shifts. In the above event, the Fire Chief may require an employee who has been absent because of personal illness, prior to and as a condition of his return to duty, to be examined, at the expense of the City, by a physician mutually agreeable to employee and City, to establish that he is not disabled from the performance of his or her normal duties and that his/her return to work will not jeopardize the health or safety of other employees.

12.1.5 An eligible employee who retires prior to January 1, 2004, shall be eligible to be compensated for accumulated sick time at the rate of \$40.00 per day, up to a maximum of 74 days. Employees retiring after January 1, 2004, with twenty (20) years or more service, shall be eligible and shall be compensated accordingly for accumulated sick time at the rate of \$75.00/day, up to a maximum of 150 days total. For the purpose of these calculations, a day shall mean an eight (8) hour period.

12.2 Personal Leave

12.2.1 Each member of the bargaining unit (excluding Per Diem Firefighters and Fire Assistants) shall be credited with twenty-four (24) hours of paid personal leave on the first day of January of each year.

12.2.2 All personal leave must be taken in the calendar year in which it is received.

12.2.3 Personal leave may be taken for any important affair requiring an employee's presence, which cannot be scheduled outside of duty hours. It shall not include recreation, vacations, shopping trips or travel for non-business purposes.

12.2.4 Notice for personal leave shall be given to the department head twenty-four (24) hours in advance of such leave except in an emergency. In emergencies, the department head should be notified, with written notification to follow. Employees will not be required to state the reason for leave other than it is being taken under this provision.

12.3 Bereavement Leave

12.3.1 An employee (excluding Per Diem Firefighters and Fire Assistants), may take up to three (3) consecutive calendar days of paid leave in event of the death of his or her spouse, brother, sister, parents, children, in-laws (mother, father, sister, brother), grandparents, grandchildren, or anyone living within the confines of an employee's home. In instances where the employee's responsibilities warrant, or travel requires, the department head may grant up to two (2) additional calendar days of paid leave, which consent shall not be unreasonably withheld.

12.4 Vacation

12.4.1 Each unit member (excluding Per Diem Firefighters and Fire Assistants) shall be entitled to a paid vacation annually, based on the following schedule:

	Firefighter
After one year of continuous service	144 hours
After five (5) years of continuous service	168 hours
After ten (10) years of continuous service	216 hours
After fifteen (15) years of continuous service	240 hours

12.4.2 A firefighter's service will be determined as of the anniversary date of said member. Vacation accrual will be changed to January 1st if it can be done without any cost to the city or increase in benefits, or any reduction in benefits to the employee.

12.4.3 All vacations shall be taken in the year in which they are earned. With the exception of seventy-two hours (72) for fire fighters, this may be carried over to the following year. Bargaining unit members may buyback up to three tours of duty (72 hours) each year with notification to the department head and the Human Resources Department one month in advance of their anniversary date.

12.4.4 Seniority shall govern choices of vacation periods and vacations shall be taken in accordance with rules adopted pursuant to Section 19.1- Work Rules of this Agreement. Vacation picks will commence on January 15th and end by February 15th of each year.

12.5 Jury Duty

12.5 Unit members shall not be required to use vacation, holiday or personal time when requested for jury duty or when ordered to appear in court for a work related issue.

ARTICLE 13 CLOTHING ALLOWANCE

13.1 All such clothing shall be for use at work or in travel to and from work only. All employees are required to maintain their attire in excellent condition; said condition shall be determined by the Chief or their designee. For Fire Assistants and Per Diem's the City shall provide two shirts, two pants, and one each of the rest of the standard uniform as determined by the Chief at the time of hire.

Clothing allowance will be monitored and distributed by the Fire Chief. Each full time firefighter (except new hires) shall be allotted an amount not to exceed \$500 for clothing as agreed upon by the Chief and the association. New hires shall receive three (3) pants, three (3) tee shirts, three (3) uniform shirts, one (1) belt, one (1) set of steel toe boots, two (2) job shirts, three (3) sets of uniform socks and one (1) gerber multi tool. The City shall be responsible for laundering the uniforms.

ARTICLE 14 HEALTH INSURANCE

14.1 Effective as of the signing of this Agreement, any eligible employee (Excluding all Fire Assistants and Per Diem Firefighters) enrolled in the City's health insurance plan shall contribute toward the monthly premium for such insurance as follows:

Employee's who are qualified and hired before January 1, 2010:

- a) Shall contribute 10% of the total premium for Individual coverage
- b) Shall contribute 14% of the total premium for Family coverage.

Employee's who are qualified and hired on or after December 31, 2009:

- a) Shall contribute 25% of the total premium for either Individual or Family coverage.

Effective December 31, 2010, any employee who is promoted to a benefit eligible position from a non- benefit eligible position shall be responsible for 25% of the total premium for either Individual or Family coverage. Any employee promoted prior to December 31, 2010 shall contribute 10% for Individual or 14% for Family.

14.3 Employee's who are qualified and hired before January 1, 2010 and are enrolled in the City's health insurance plan (whether individual or dependent) shall be responsible to co-pay for prescription drugs at the rate of \$5.00 for generic drugs and \$15.00 for non-generic drugs. Employee's who are qualified and hired after December 31, 2009 shall have Prescription co-pay's of \$10 for tier one prescriptions, \$25 for tier two prescriptions and \$40 for tier three prescriptions. Effective December 31, 2010, any employee who is

promoted to a benefit eligible position from a non-benefit eligible position shall be responsible to co-pay for prescription drugs at the rate of \$10 for tier one prescriptions, \$25 for tier two prescriptions and \$40 for tier three prescriptions. Any employee promoted prior to December 31, 2010 shall be responsible to co-pay for prescription drugs at the rate of \$5.00 for generic drugs and \$15 for non-generic drugs.

14.4 During the term of this contract, the City may adopt a new health insurance plan which is substantially equivalent to the present plan, except that the City will not change such plan until details of the new plan are presented to the bargaining unit and the unit has an opportunity, if it desires, to file a grievance, pursuant to Section 20 – Grievance Procedure of this contract, as it relates to any question of "substantially equivalent" only.

14.6 An employee who is eligible but does not elect family coverage under the City's health insurance program will receive \$1,500 annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive \$1,000 annually in lieu of family coverage. An employee who is eligible for individual coverage but does not elect individual coverage under the City's health insurance plan will receive \$500 annually in lieu of receiving individual coverage. An employee will have this option at six months intervals with a half payment being made for the half buy out option.

14.7 Unit members who retire on or after January 1, 2010 shall contribute 20% of the total health insurance premium for individual coverage. If the member elects to continue dependant coverage they shall pay 20% of the family premium. Upon and for the duration of retirement from the City; if they retiree is employed by another entity and qualifies for health insurance with that employer they must take the coverage from the new employer and notify the city immediately. Retired employees covered by another entity will not be eligible for health insurance coverage with the City of Norwich. If said coverage with another entity is terminated by that entity, the retiree may return to city health insurance coverage.

ARTICLE 15 PHYSICAL EXAMINATION

15.1 All firefighters, fire captains, fire assistants and per diem firefighters shall take a biannual physical examination, including an EKG, complete blood tests, chest survey, and additional tests deemed appropriate by the physician, performed by a doctor mutually agreed upon by the fire fighter and the City. The City will pay that portion of the costs not covered by employee health insurance coverage's.

15.2 All firefighters, fire captains and fire assistants and per diem firefighters will take any OSHA mandated physical at their prescribed intervals. The City will pay that portion of the cost that is not covered by the employee health insurance coverage.

ARTICLE 16 RETIREMENT

16.1 The City, effective April 1, 1979, agrees to provide each member of the bargaining unit who desires them with retirement benefits in accordance with provisions of Section 384 of the State Retirement and Social Security Law. Effective January 1, 1989, the City agrees to provide each member of the bargaining unit desiring them with retirement benefits pursuant to Section 384-d of the State Retirement and Social Security Law.

16.2 An employee who retires after 20 years of service may opt to take his vacation or any remaining portion of such in the form of a lump-sum payment at the time of retirement.

16.3 The City will provide a retirement incentive for employees hired prior to January 1, 2004 as follows:

a) Employees who retire within ninety (90) days of becoming eligible under their respective New York State and Local Police and Fire Retirement System pension plan shall be entitled to receive within thirty (30) days after retirement seventy-five percent (75%) of his or her base pay, which shall include longevity.

b) In the alternative, at the option of the employee, the City will grant three (3) weeks additional vacation pay to any employee covered by this Agreement who retires after twenty (20) years continuous service with the City. The three (3) weeks additional vacation pay will be based on the work week in effect at the time of retirement.

c) This incentive shall not apply or be available to any employee hired after January 1, 2004 or to any Fire Assistant or Per Diem Firefighter regardless of hire date,

ARTICLE 17 DEATH BENEFITS

17.1 The City agrees to provide benefits authorized in Section 208-b of the General Municipal Law for a firefighter killed in the line of duty.

17.2 The City agrees to pay the firefighter's estate all the firefighter's earned pay, overtime, compensatory time, holiday time and vacation time due and owing at the time of death.

17.3 Effective January 1, 2013, the city will pay prorated longevity and EMS stipend for a line of duty death for the remainder of the year in which the LODD occurs.

17.4 The City shall provide all eligible (excluding Fire Assistants and Per Diem Firefighters) employees with disability insurance.

ARTICLE 18 RESIDENCY

18.1 All bargaining members shall live within ten (10) miles of the central fire station. Any employee wishing to move outside the City shall notify the Department Head in writing at least ten (10) days prior to such move.

ARTICLE 19 WORK RULES

19.1 The City or the Fire Chief may adopt rules for the operation of the Fire Department and the conduct of its employees provided such rules do not conflict with provisions of this Agreement.

19.2 In justice and fairness to the City, its taxpayers and the Fire Department, all members are required to report to work on time, shall not leave their assigned jobs early, shall be prompt in reporting for their assigned duties and shall faithfully perform same.

19.3 It shall be the responsibility of any firefighter having custody of any equipment or property of the City or the Fire Department to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 20 GRIEVANCE PROCEDURE

20.1 A procedure for hearing grievances of an employee covered under this Agreement as they relate to any claimed violations, misinterpretation of inequitable application of the terms and conditions of employment arising out of this Agreement or existing law, rule, procedure, regulation, administrative order, or work rule of the City is established as follows:

20.1.1 An employee shall have the right to state his grievance to his department head.

20.1.2 If the grievance is not settled immediately, an employee claiming a grievance may submit a written complaint to the grievance committee of the Association within five (5) days of its occurrence. The committee will consist of three (3) members of the City of Norwich Firefighters Association selected by the Association.

20.1.3 Any grievance the committee determines should be submitted to the City shall be presented in writing to a grievance review committee of the City, consisting of the Mayor and two other City officials appointed by the Mayor, within twenty (20) days of the alleged grievance. The report prepared by the Association committee shall contain the original grievance of the member together with written comments of the committee.

20.1.4 The City's grievance committee shall render, in writing, a decision on the alleged grievance within fourteen (14) days, unless such time for reply is extended by mutual consent.

20.1.5 If such grievance remains unresolved, either the City or the Association may submit their differences to final and binding arbitration by serving notice of such intent on the other within thirty (30) days.

20.1.6 The Public Employment Relations Board (P.E.R.B.) shall be requested to name an arbitrator under its rules and procedures, with the fees and expenses of the arbitrator to be borne equally by the parties. The parties shall bear the costs of their own witnesses and any other expenses they may incur. The decision of the arbitrator shall be final and binding but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

20.1.7 Any grievance not reported to the grievance review committee of the City in writing within thirty (30) days of its occurrence shall be deemed waived.

20.2 The grievance procedure shall apply to termination, suspension and any other disciplinary proceedings.

20.3 The Association agrees that nothing contained within this Agreement shall be subject to binding arbitration if the action complained of shall be subject to a hearing or regulatory determination by the state or federal Division of Human Rights.

ARTICLE 21 LABOR-MANAGEMENT COMMITTEE

21.1 There shall be a Labor-Management Committee consisting of three (3) unit members, the Mayor, the Director of Finance and the Director of Human Resources. The Committee shall meet at least once every six (6) months.

ARTICLE 22 EDUCATIONAL DIFFERENTIAL (EMT CERTIFICATION)

22.1 The Employer shall pay an education differential per year to each employee who was hired on or before December 31, 2009, covered under this contract (excluding Fire Assistants and Per Diem Firefighters) who has successfully completed an Emergency Medical Technician (EMT) course provided by New York State and remains a certified EMT or paramedic. Loss of the proper certification will result in the loss of this benefit. Payment should be made in the 1st paycheck of December and prorated for any partial year. The differential shall be as follows:

EMT 3 \$2,800.00 for existing member prior to 9/1/2008

Paramedics \$3,600.00

Employee's hired on or after January 1, 2010 shall not be entitled to EMS stipends.

22.2 Any eligible employee who completes five (5) years as either an EMT-3 or paramedic shall receive a \$100.00 payment, included in his longevity payment, upon doing so.

22.3 The education differential specified in Section 22.1 and, to the extent applicable, longevity payment referenced in the foregoing Section, shall be included in the regular rate of pay for purpose of calculating overtime for those firefighters who are certified in accordance with that provision and have maintained such certification.

22.4 Unit members shall not be required to use vacation, holiday, or personal time in order to obtain (effective February 1, 2007) or maintain their Advanced Life Support recertifications. The City will arrange for alternative staffing to facilitate shift coverage.

ARTICLE 23 DURATION OF AGREEMENT

23.1 This Agreement shall take effect on January 1, 2013, and shall remain in full force and effect until December 31, 2017, and thereafter from year to year until terminated.

23.2 Negotiations for future contracts shall not commence prior to June 1 of the year in which the contract expires.

ARTICLE 24 NOTICE OF CONDITION FOR APPROVAL

24.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2013.

MAYOR OF THE CITY OF NORWICH:

By: _____

Joseph P. Maiurano, Mayor

CITY OF NORWICH FIRE FIGHTERS ASSOCIATION, LOCAL 1404,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CIC:

By: _____
Terry Kuhn, President