

**AGREEMENT
between the**

MAYOR OF THE CITY OF NORWICH, NEW YORK

and the

CITY OF NORWICH FIRE FIGHTERS ASSOCIATION

**January 1, 2007 – December 31, 2009
Amended April 24, 2007**

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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 ___ day of _____, 2008, 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

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.

ARTICLE 7 LAYOFFS

6.1 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 Effective January 1, 2007, base salaries will be increased by three percent (3%). Effective January 1, 2008, base salaries will be increased by three percent (3%). Effective January 1, 2009, base salaries will be increased by three percent (3%). (Except that Per Diem Firefighters and Fire Assistants shall receive the increases beginning January 1, 2008).

Members of the bargaining unit shall receive pay for calendar years 2007, 2008 and 2009 in accordance with the following regular compensation (base pay) schedule. Firefighter salaries are based upon a forty eight (48) hour workweek:

	Entry	After 2 years	After 5 years
Firefighter -			
2007	\$39,807.11	\$44,811.24	\$52,350.80
2008	\$41,001.32	\$46,155.58	\$53,921.32
2009	\$42,231.36	\$47,540.24	\$55,538.96

Fire Assistant –

2007	\$12.00/hour
2008	\$12.36/hour
2009	\$12.73/hour

Per Diem Firefighter-

2007	\$10.00 per hour
2008	\$10.30 per hour
2009	\$10.61 per hour

8.2 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 with time credited from date of employment.

8.3 Effective January 1, 2005, fire captains shall receive an additional \$2,500.00 per year. Effective as soon as practicable, upon signing, out-of-title pay will be paid, at a rate of \$0.45 an hour (in addition to his regular rate), to the most senior unit member on scheduled duty.

8.4 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	\$350
After 10 Years	\$600
After 15 Years	\$900
After 19 Years	\$1,500

8.5 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.

8.5.1 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.

8.6 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 lead 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 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: T. Christophersen, 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 Captain 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 or Per Diem will be scheduled for the same time period.

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.

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 10 hours of sick leave per month credited on the first day of the month in which it is earned.

12.1.3 In the event of a non-job related accident or sickness requiring sick leave in excess of an employee's accumulation, the Chief may advance the leave in one or two week periods at his discretion and shall require proof of disability for each extension. The Chief shall notify the Public Safety Committee on any action he takes under this section.

12.1.4 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.

12.1.5 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.

12.1.6 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.

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. Effective February 1, 2007, the bargaining unit shall commence their vacation selection no later than November 15 of each year.

12.5 Conference Leave

12.5.1 The Association shall be allowed up to 48 hours of duty time annually for members attending an Association convention or seminar, with expenses for members being paid by the City, not to exceed \$100 annually, plus mileage. In addition, officers of the Association who participate in collective negotiations during formal sessions and those officers who are required to attend any hearing or other formal process required by this contract shall incur no loss of pay.

ARTICLE 13 CLOTHING ALLOWANCE

13.1 The City shall determine the appropriate uniform and all supplementary items required. 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. Full-time Firefighters and Fire Captains shall be responsible to purchase, clean and maintain the designated uniform. The City shall pay each qualified member \$600 per year towards the cost. The payment will be made in the last paycheck in January of each year. Fire Assistants and Per Diem Firefighters shall not be eligible for this benefit. However, 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. Cleaning of the uniforms and replacement of worn attire shall be the responsibility of the employee. Replacement cost for a damaged uniform is paid by the City at the discretion of the Chief.

ARTICLE 14 HEALTH INSURANCE

14.1 Effective as of the signing of this Agreement, the City and 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:

a) As to those employees with individual insurance coverage only:

City:	95%
Employee:	5%

b) As to those employees maintaining dependent or family coverage:

City:	93%
Employee:	7%

14.3 Effective as soon as practicable following the effective date of this Agreement, an employee 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.

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 The City will pay 100% of the insurance premium for employees who have retired or will retire prior to January 1, 2004 with more than 20 years consecutive service until the death of such employee.

14.8 Employees who retire on or after January 1, 2004 with more than twenty (20) years consecutive service shall share with the City the cost of the premium for their continued enrollment in the City's health insurance plan according to the following schedule:

a) With respect to post-January 1, 2004 retirees who maintain individual coverage only, the City shall pay ninety percent (90%) of the monthly premium and the employee ten percent (10%) thereof.

b) With respect to post-January 1, 2004 retirees who maintain dependent or family coverage, the employee shall contribute a sum equal to ten percent (10%) of the amount he/she would pay if he/she was obtaining individual coverage only ("base contribution") and, in addition to the base contribution, a sum equal to fifty percent (50%) of the difference between (i) what the total monthly premium (employee and City share combined) would be if the employee had selected individual coverage only, and (ii) monthly premium for dependent/family 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.

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 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 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 D	\$ 750.00 for existing members as of 9/13/2000
EMT 3	\$2,800.00 for existing member prior to 9/1/2008
Paramedics	\$3,600.00

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, 2007, and shall remain in full force and effect until December 31, 2009, and thereafter from year to year until terminated. It may be terminated effective December 31, 2009, by notice in writing served by either party, by its duly authorized representative providing written notice to the other party.

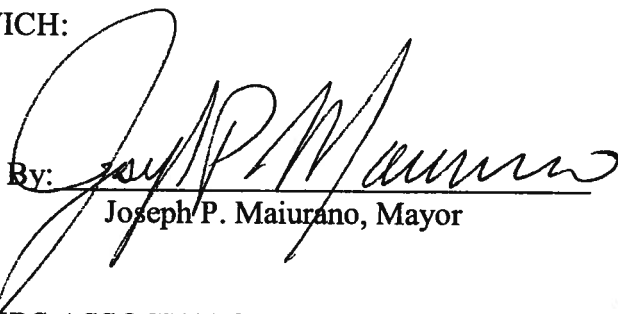
23.2 Negotiations for future contracts shall not commence prior to June 1 of the year in which the contract expires.

ARTICLE 24 NOTICE OF CONDITION FOR APPROVAL

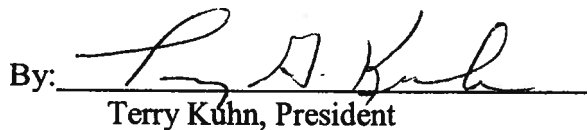
24.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this
28 day of January, 2009.

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