

Joanne Courtmanche

From: Albert Lucas
Sent: Wednesday, October 07, 2015 4:55 PM
To: Joanne Courtmanche
Subject: can you forward over the fire department mou's signed this year

Hi Joanne would you be so kind as to please forward over the fire department mou's signed this year thanks AL

City of New Haven
And
Local 825
I.A.F.F.
AFL-CIO

RE: **Temporary Assignment to CAO
Gary Tinney**

October 2, 2015

MEMORANDUM OF UNDERSTANDING

WHEREAS, The City of New Haven (hereinafter the "City") and Local 825, I.A.F.F. (hereinafter the "Union") are parties to a collective bargaining agreement;

WHEREAS, The parties have had discussions surrounding the temporary assignment to the CAO to handle community relations;

WHEREAS, The parties have met and have agreed to allow Captain Gary Tinney of the New Haven Fire Department to be temporarily assigned to the CAO's office;

NOW, THEREFORE, The parties have agreed to the following:

1. The assignment to the CAO's office shall be a 90-day assignment beginning October 5, 2015.
2. Captain Tinney will have the following duties/responsibilities assigned to him while working in the CAO's office:
 - Perform community safety education in the community, raise awareness, provide information and knowledge, and produce the desired behavior (safety). Identify risk issues and establish intervention strategies to lower risk, save lives and property assets. Attend events in the evening and on weekends, coordinating with all divisions of the Fire Department and other city agencies.
 - Establish strong relationships and partnerships with the community – schools, neighborhood groups, religious institutions, city agencies, nonprofits, business community, and elected officials.
 - Provide training, safety presentations, at schools and community centers.
 - Introduce enforcement and preventive measures involving the enactment and enforcement of current laws, codes, and regulation. Collect data pertaining to emergency calls.
 - Establish effective injury prevention programs: car safety/helmets, poison prevention, smoke detectors, swimming pool safety, burn safety and senior safety programs.
 - Support community education efforts, including first aid classes, fire extinguisher classes, home safety inspection; juvenile fire safety intervention, heating and fireplace safety. Assist with grants and identifying fire prevention resources. Develop programs for fire prevention month in October.
 - Assist the Fire Chief with special projects, such as the Public Safety Academy and related duties. Assist with the C.E.R.T. initiatives and expose students to public safety career paths.
 - At the request of the Chief, schedule and attend fire department requested events from schools, religious institutions, community groups, etc. in the evenings and on weekends.

- Follow National Fire Academy (NFA) standards and guidelines on fire prevention programs. Provide data to the Fire Marshal's Office.
- 3. Captain Tinney's work week will be 35 hours per week, Monday- Friday, 8am-4pm with 1 hour for lunch. While Captain Tinney will no longer be in the fire house full time over the next 90 days, he can still be available to fill in as needed for shift duty and compensated accordingly after 42 hours have been worked.
- 4. This assignment will cease after 90 working days. A new agreement will be negotiated with the union if an extension is requested by management.
- 5. Captain Tinney will still report to the Fire Department out of the Chief's office while detailed to the CAO's office.

In witness whereof, the parties have caused their names to be signed on this 2nd day of October 2015.

City of New Haven

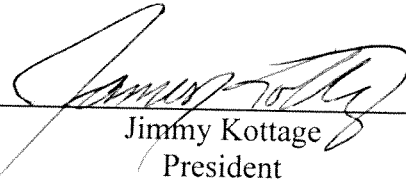
Local 825 I.A.F.F.

By:



Marcus Paca, MBA
Director of Labor Relations

By:



Jimmy Kottage
President

City of New Haven
And
Local 825
I.A.F.F.
AFL-CIO

RE: **Chief of Operations
4-Day Work Week**

October 2, 2015

MEMORANDUM OF UNDERSTANDING

WHEREAS, The City of New Haven (hereinafter the "City") and the New Haven Fire Union Local 825, I.A.F.F., AFL-CIO (hereinafter the "Union") are parties to a collective bargaining agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of fire Service; and

WHEREAS, The City of New Haven has determined the need to modify the work week schedule for the chief of Operations from a five (5) day, thirty-five (35) hour, 8:00 am – 4:00 pm work week to a four (4) day, thirty-six (36) hour, 7:00 am – 5:00 pm work week;

WHEREAS, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

NOW, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective October, 2 2015 the Chief of Operations will begin a four (4) day work week schedule. The new office hours will be 7:00 am – 5:00 pm, nine (9) hours per day.
2. The schedule will be created by the Chief of Operations 30 days in advance with approval of the Fire Chief every monthly for the following month. A copy of the monthly schedules will be provided to the President of Local 825 regularly.
3. This MOU represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any changes to this agreement must be mutually agreed to in writing.
4. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this ^{2nd} day of October 2015.

City of New Haven

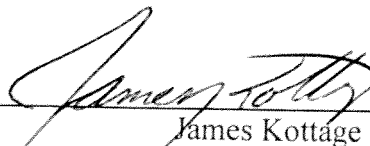
Local 825 I.A.F.F., AFL-CIO

By:



Marcus Paca, MBA

By:



James Kottage

City of New Haven
And
Local 825
I.A.F.F.

RE: **Temporary Assignment Detailed to
The Fire Training Academy
Firefighter Michael LaBonia
June 5, 2015**

MEMORANDUM OF UNDERSTANDING

WHEREAS, The City of New Haven (hereinafter the "City") and Local 825, I.A.F.F. (hereinafter the "Union") are parties to a collective bargaining agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service;

WHEREAS, The city of New Haven has determined the need to immediately assign a certain Local 825 employee with previous firefighting training experiences and/or certifications for such specialized training in the area of Marine Operations at the Fire Academy for the sole purpose of assisting the Fire Department with developing the training and testing standards, SOP & SOGs and classroom materials for the operation of Marine 1, the Department fire boat; and

WHEREAS, The parties have now met, negotiated, compromised and reached a complete and final resolution with respect to all of the outstanding issues described above.

NOW, THEREFORE, The parties agree and stipulate to the following:

1. Effective June 9, 2015 to September 9, 2015, Firefighter Michael LaBonia will be detailed to the New Haven fire Department Training Academy on a temporary assignment. He will report directly to the Acting Director of Training, Antonio Almodovar.
2. At all times in which the above referenced employee is actually working, he shall receive the contractual rate of pay for such position and be subject to all contractual terms and conditions governing an Assistant Drillmaster.
3. Firefighter Michael LaBonia will be entitled to a flex work week of thirty-six (36) hours, to accommodate the necessary didactic training and the hands on practical evolutions which will require night training to complete.
4. Firefighter LaBonia can and will be detailed to the Fire Academy in the future to conduct training and to qualify current and future members as Marine 1 operators.
5. It is explicitly understood by both parties that this is a temporary assignment at the Fire Academy and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining agreement.
6. All accrued time (vacation, sick, and personal time) shall be pursuant to the contract for a Local 825 firefighter.
7. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated for in the past, including overtime, holidays, sick time and any

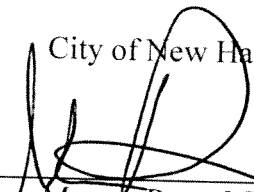
other contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized detail shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Stipulation.

8. This Memorandum represents a mutually complete, final and binding resolution in its entirety of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum, provided the terms and conditions set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
9. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this 6th day of June 2015

City of New Haven

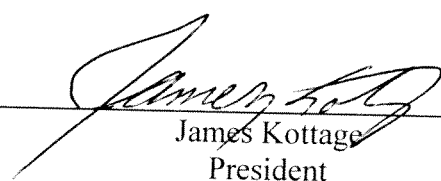
By:



Marcus Paca, MBA
Labor Relations Director

Local 825 I.A.F.F., AFL-CIO

By:



James Kottage
President

City of New Haven
And
Local 825
I.A.F.F.

RE: **Fire Marshal Testing
2015**

May 20, 2015

MEMORANDUM OF UNDERSTANDING

WHEREAS, The City of New Haven (hereinafter the "City") and Local 825, I.A.F.F. (hereinafter the "Union") are parties to a collective bargaining agreement;

WHEREAS, The parties have had discussions surrounding the qualifications of testing for the position of Fire Marshal for the upcoming 2015 Fire Marshal exam; and

WHEREAS, The parties have met and have agreed to change the testing qualifications for the 2015 Fire Marshal exam only as outlined below.

NOW, THEREFORE, The parties have agreed to the following:

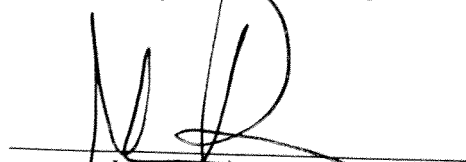
1. Effective as of the date of this agreement, Firefighters testing for the position of Fire Marshal in the 2015 exam only shall fulfill the following requirements:
 - a. Five (5) years of experience in firefighting and fire prevention inspection work within the New Haven Fire Department.
 - b. All other required skills and certification pursuant to the current Fire Marshal job description.
2. Any future exams shall prescribe to the requirements of the current Fire Marshal job description (specifically, 10 years of experience) unless otherwise negotiated by the parties.
3. Within nine (9) months all subsequent positions below Fire Marshal will be tested with a formal review at the six (6) month period with the affected parties.
4. Neither this settlement agreement nor the terms of this settlement agreement shall set a precedent with respect to any other Local 825 bargaining unit member nor shall it constitute any form of a past practice on either party; and
5. Neither this settlement agreement nor the terms of this settlement agreement shall be used in any other matter or proceeding(s) other than to enforce the terms of this particular agreement.

In witness whereof, the parties have caused their names to be signed on this 20th day of May 2015.

City of New Haven

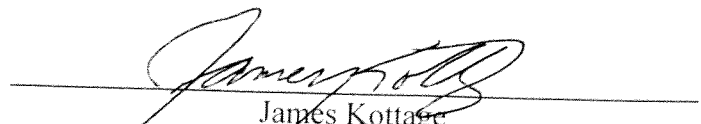
Local 825 I.A.F.F.

By:



Marcus Paca, MBA
Director of Labor Relations

By:



James Kottage
President

Miguel Rosado

2/24/2015
Allyn Wright
Chief of Department
New Haven Fire Department
Fire Headquarters
952 Grand Avenue
New Haven, CT 06511

Letter of Agreement

Dear Chief Wright:

This letter will serve to document the terms and conditions of the assignment of Assistant Drillmaster Miguel D. Rosado from his current position/assignment with the New Haven Fire Department at the Training Academy to the Office of the Chief.

The terms for this assignment are as follows:

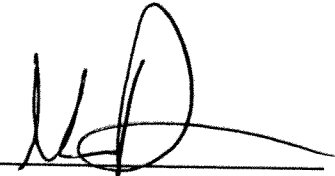
1. Assistant Drillmaster Miguel D. Rosado's assignment will begin in January and conclude when all work is completed, quality control checked and could be extended with approval from the Chief and Union.
2. Assistant Drillmaster Rosado's assignment to the Office of the Chief shall be for the purpose of assisting the Chief and City officials with the coordination of municipal activities associated with the planning and operational changes necessitated by the implementation of Firehouse software, Fire Marshal's N.F.I.R.S. reporting system and assistance with the City's Public Safety Academy.
3. During this assignment Assistant Drillmaster Rosado will continue to enjoy all rights and privileges as a member of the New Haven Fire Department and a member of New Haven Fire Local 825. He shall continue to be entitled to all monetary benefits guaranteed by the contract between the City of New Haven and Local 825 with the sole exception of overtime with regard to fire suppression activities.
4. Assistant Drillmaster Rosado's assignment is made without any prejudice to any rights that may exist for him or other members of Local 825 pursuant to Article 32.9 of the contract between the City of New Haven and New Haven Firefighters Local 825.
5. In addition to all rights and privileges guaranteed to him under the contract between New Haven Firefighters Local 825 and the City of New Haven, Assistant Drillmaster Rosado shall receive an hourly differential of \$15.00 per hour based upon a 36(thirty-six) hour work week. This differential will be in addition to Assistant Drillmaster Rosado's contractual weekly salary. Overtime will be paid at the rate of the contractual weekly salary plus the differential.
6. For the purpose of this assignment Assistant Drillmaster Rosado's work schedule will consist of a 36 hour work week between the hours of 7:00 am and 5:00 pm with 1 (one) hour off for lunch.
7. The City of New Haven will raise no objection to Assistant Drillmaster Rosado's status as a member of the Local 825 labor contract negotiating committee. Should any conflicts arise, duties associated with negotiations will take precedence.

March 6,

Agreed to this the ~~24th~~ Day of February, 2015

City Of New Haven

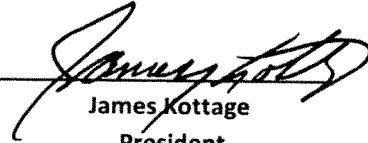
By: _____



Marcus Paca
Labor Relations Director

Local 825, IAFF, AFL-CIO

By: _____



James Kottage
President

City of New Haven

And

Local 825, IAFF

AFL-CIO

RE: 4 Day Work Week
Fire Marshal's Office

February 26, 2015

Memorandum of Understanding

Whereas, The City of New Haven and the New Haven Fire Union Local 825, IAFF, AFL-CIO are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, The City of New Haven has determined the need to modify the work week schedule in the Fire Marshal's Office from a five (5) day, thirty-five (35) hour, 8:00AM-4:00PM work week to a four (4) day, thirty-six (36) hour, 7:00AM-5:00PM work week.

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

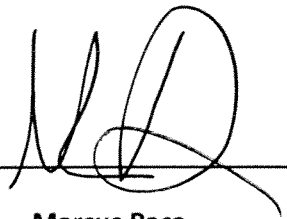
Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective March 11, 2015 the Fire Marshal's Office will begin a four (4) day work week schedule. The new Fire Marshal's Office hours will be 7:00AM-5:00PM, nine (9) hours per day.
2. The schedule for Fire Marshal's Office employees shall be created by the Fire Marshal with approval of the Fire Chief monthly for the following month.
3. This MOU represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any changes to this agreement must be mutually agreed to in writing.
4. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this 26th day of February 2015.

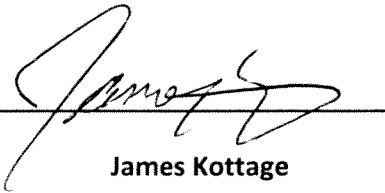
City of New Haven

Local 825, IAFF, AFL-CIO

By: 

Marcus Paca

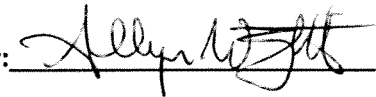
Labor Relations Director

By: 

James Kottage

President

City of New Haven Fire Department

By: 

Allyn Wright

Chief

City of New Haven

And

Local 825, IAFF

AFL-CIO

RE: Temporary Assignment

Acting Life Safety Compliance
Officer

James Hynek

February 24, 2015

Stipulated Agreement

Whereas, The City of New Haven and the New Haven Fire Union Local 825, IAFF, AFL-CIO are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, The City of New Haven has determined the need to immediately assign a certain Local 825 employee previous firefighting training experiences and/or certifications for such specialized training in the acting as Life Safety Compliance Officer in the Fire Marshal's Office for the sole purpose of assisting the Chief and the Department; and,

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective January 14, 2015 Public Assembly Inspector James Hynek will be acting as the Life Safety Compliance Officer for New Haven Fire Department on a temporary ninety (90) day assignment and could be extended with approval from the Chief and the Union. He will report directly to the Acting Fire Marshal, Robert Doyle.
2. At all times in which the above referenced employee is actually working as the Life Safety Compliance Officer, he shall receive the contractual rate of pay for such position and be subject to all contractual terms and conditions governing the Life Safety Compliance Officer.
3. It is explicitly understood by both parties that this temporary assignment in the Fire Marshal's Office and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining Agreement.
4. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated

for in the past, including overtime, holidays, sick time and any other contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized detail shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Stipulation.

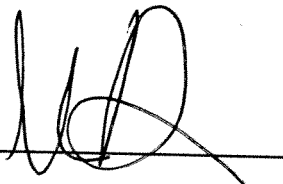
5. This Stipulation represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
6. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this 24th day of February 2015.

City of New Haven

Local 825, IAFF, AFL-CIO

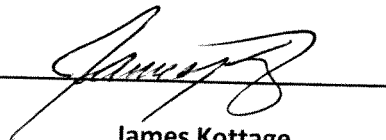
By: _____



Marcus Paca

Labor Relations Director

By: _____



James Kottage

President

City of New Haven

And

Local 825, IAFF
AFL-CIO

RE: Temporary Assignment
Acting Fire Marshal
Robert Doyle
February 24, 2015

Stipulated Agreement

Whereas, The City of New Haven and the New Haven Fire Union Local 825, IAFF, AFL-CIO are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, The City of New Haven has determined the need to immediately assign a certain Local 825 employee previous firefighting training experiences and/or certifications for such specialized training in the acting of Fire Marshal in the Fire Marshal's Office for the sole purpose of assisting the Chief and the Department; and,

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective January 14, 2015 Life Safety Compliance Officer Robert Doyle will be acting as the Fire Marshal for New Haven Fire Department on a temporary ninety (90) day assignment. He will report directly to the Chief of the Department, Chief Allyn Wright.
2. At all times in which the above referenced employee is actually working as the Acting Fire Marshal, he shall receive the contractual rate of pay for such position and be subject to all contractual terms and conditions governing the Fire Marshal.
3. It is explicitly understood by both parties that this temporary assignment in the Fire Marshal's Office and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining Agreement.
4. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated for in the past, including overtime, holidays, sick time and any other

contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized detail shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Stipulation.

5. This Stipulation represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
6. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this 24th day of February 2015.

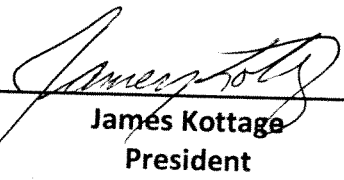
City of New Haven

Local 825, IAFF, AFL-CIO

By: _____


Marcus Paca
Labor Relations Director

By: _____


James Kottage
President

City of New Haven

And

Local 825, IAFF
AFL-CIO

RE: Temporary Assistant Drillmaster
Assignment Detailed to the Fire
Training Academy
FF Pablo Melendez
FF Joseph Hilbert
FF Christopher Zyskowski
Fire I/I Steve Ortiz
February 24, 2015

Stipulated Agreement

Whereas, The City of New Haven and the New Haven Fire Union Local 825, IAFF, AFL-CIO are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, The City of New Haven has determined the need to immediately assign a certain Local 825 employee previous firefighting training experiences and/or certifications for such specialized training in the detail of Assistant Drillmaster at the Fire Academy for the sole purpose of assisting the Director of Training; and,

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.


Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective January 21, 2015 Firefighters Pablo Melendez, Joseph Hilbert, Christopher Zyskowski and Inspector/Investigator Steve Ortiz will be detailed to the New Haven Fire Department Training Academy as Assistant Drillmasters on a temporary ninety (90) day assignment or for the duration of the 58th Fire Training Academy Class. They will report directly to the Director of Training, B.C. Matthew Marcarelli.
2. At all times in which the above referenced employees are actually working as Assistant Drillmasters, they shall receive the contractual rate of pay for such position and be subject to all contractual terms and conditions governing an Assistant Drillmaster.
3. It is explicitly understood by both parties that this temporary assignment at the Fire Academy and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining Agreement.

4. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated for in the past, including overtime, holidays, sick time and any other contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized detail shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Stipulation.
5. This Stipulation represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
6. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

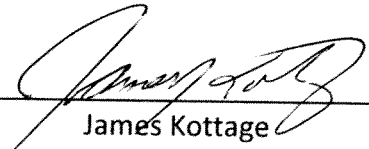
In witness whereof, the parties have caused their names to be signed on this 24th day of February 2015.

City of New Haven

By: 

Marcus Paca
Labor Relations Director

Local 825, IAFF, AFL-CIO

By: 

James Kottage
President

City of New Haven

And

Local 825, IAFF
AFL-CIO

RE: Temporary Assignment
Fire Training Academy
Director of Training

February 24, 2015

Memorandum of Understanding

Whereas, The City of New Haven (hereinafter the "City") and the New Haven Fire Union Local 825, IAFF, AFL-CIO (hereinafter the "Union") are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, the parties have had discussions surrounding the temporary assignment of personnel due to the promotion of the Director of Training to Assistant Chief of Operations.

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective February 25, 2015 the Chief shall be permitted to assign Assistant Drillmaster Antonio Almodovar as Acting Director of Training. During this assignment Antonio Almodovar shall be compensated at the regular salary of said position (\$101,009 annually).
2. At all times in which the above referenced employee is actually working as the Acting Director of Training he shall be entitled to all the rights and privileges of the position.
3. The agreement shall expire upon appointment of the Director of Training from a valid Civil Service List.
4. It is explicitly understood by both parties that this temporary assignment at the Fire Academy and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining Agreement.

5. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated for in the past, including overtime, holidays, sick time and any other contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized assignment shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Memorandum of Understanding.
6. This Memorandum of Understanding represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
7. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

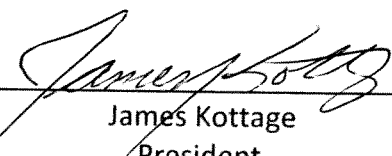
In witness whereof, the parties have caused their names to be signed on this 20th day of February 2015.

City of New Haven

Local 825, IAFF, AFL-CIO

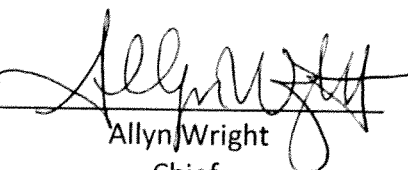
By: 

Marcus Paca
Labor Relations Director

By: 

James Kottage
President

New Haven Fire Department

By: 

Allyn Wright
Chief

City of New Haven

And

Local 825, IAFF

AFL-CIO

RE: Temporary Assignment

Acting Fire Investigation
Supervisor

Ralph Colon

February 24, 2015

Stipulated Agreement

Whereas, The City of New Haven and the New Haven Fire Union Local 825, IAFF, AFL-CIO are parties to a Collective Bargaining Agreement that defines the wages, hours of work and other conditions of employment for all uniformed and investigatory positions with the Department of Fire Service; and

Whereas, The City of New Haven has determined the need to immediately assign a certain Local 825 employee previous firefighting training experiences and/or certifications for such specialized training in the acting as Fire Investigation Supervisor in the Fire Marshal's Office for the sole purpose of assisting the Chief and the Department; and,

Whereas, The parties have now met, negotiated, comprised and reached a complete and final resolution with respect to all of the outstanding issues described above.

Now, THEREFORE, The City of New Haven and New Haven Fire Union Local 825, I.A.F.F., AFL-CIO hereby agree and stipulate the following:

1. Effective January 14, 2015 Fire Inspector/Investigator Ralph Colon will be acting as the Fire Investigation Supervisor for New Haven Fire Department on a temporary ninety (90) day assignment. He will report directly to the Acting Fire Marshal, Robert Doyle.
2. At all times in which the above referenced employee is actually working as the Fire Investigation Supervisor, he shall receive the contractual rate of pay for such position and be subject to all contractual terms and conditions governing the Fire Investigation Supervisor.
3. It is explicitly understood by both parties that this temporary assignment in the Fire Marshal's Office and that such a detail shall not be considered or implied as giving any other Local 825 employee, now and in the future, any right to claim such detail and its corresponding pay as an obligatory benefit or as a newly created classification under the current and/or any successor Local 825 Collective Bargaining Agreement.
4. Furthermore, after the completion of this temporary assignment, any prior practices or benefits relative to the manner in which assignments to any specialized details have been compensated for in the past, including overtime, holidays, sick time and any other contractual entitlements, shall hereinafter, now and in the future, become null and void, in their entirety, and shall no longer have any force or effect, directly or implied, on either party. Any future specialized detail

shall be individually negotiated separate and apart on an as-needed basis and shall not be bound by any prior practice or benefit whatsoever. It is understood that this specific provision shall not apply to any detail currently in effect on the execution date of this Stipulation.


5. This Stipulation represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. Any extensions of this agreement must be mutually agreed to in writing.
6. It is further agreed that nothing contained herein shall set any precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on this 24th day of February 2015.

City of New Haven

Local 825, IAFF, AFL-CIO

By: _____



Marcus Paca

Labor Relations Director

By: _____



James Kottage

President