

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

**Staffing (Heavy Rescue) and
Vacation Schedule**

July 11, 2019

WHEREAS, the City of New Haven (City) and the New Haven Firefighters Union, IAFF Local 825 (Union) have been engaged in negotiations for a successor collective bargaining agreement (CBA);

WHEREAS, the City and Union have exchanged ideas and positions and have had conversations regarding a joint desire and vision to reorganize the New Haven Fire Department;

WHEREAS, the Union and the City through these deliberations know and understand the need to find real financial savings while at the same time maintaining the highest degree of services to the citizens of New Haven;

AS SUCH, the Union and the City have agreed to the following terms and conditions*.

*In the event the terms and conditions contained herein, along with all other “linked” tentative agreements (TAs) are not adopted, then this writing cannot be used to demonstrate bargaining history. If the MOU is adopted, then it shall be incorporated into the current successor collective bargaining agreement.

Article XXXIV – Educational Incentive

The applicable section of Article XXXIV shall read as follows:

34.6 (NEW) Members assigned to the Fire Marshal’s Office or to the Training Division, or holding the position of Battalion Chief or Deputy Chief, who are not performing the duties of EMTII/Paramedic as part of their regular assignment are ineligible to receive the educational incentive, stipend and funding for CME (Continuing Medical Education) credits outlined in Article 34.5. A one-time exception to this language will be granted to any members in these positions who hold the EMTII/Paramedic certification as of the signing of this agreement.

The applicable section of Article XXXVII shall read as follows:

Article XXXVII-Company Staffing/ Personnel Levels

37.1 The Fire Chief may assign as many firefighting employees to companies as he/she deems necessary in a manner consistent with past practice, provided no less than two (2) firefighting employees are assigned per ALS emergency units, four (4) firefighting employees are assigned per engine and truck companies and five (5) firefighting employees are assigned per Rescue or tactical company. Two (2) Special Operations personnel, including an officer to cross-staff all Special Operation assets (Special Operation assets include but are not limited to, Marine Units,

Hazmat Units, Trench Trailer, Foam Apparatus, Heavy Rescue, Drone Operations, and MCI Units) shall be on duty at any given time.

37.2 Firefighting employees will be assigned and on duty in accordance with the requirements of this agreement at no less than eighteen (18) companies throughout the City at all times. The eighteen (18) companies shall consist of ten (10) engine companies, four (4) ladder/truck companies, one (1) Heavy Rescue/Tactical company, and (3) ALS emergency units.

Special Operation companies shall consist of Rescue 1, Hazmat 1, Truck/Tower 1, Truck 2, Truck 3, Truck 4, Engine 4, Engine 8, Rehab, Foam Units, Marine Units and Car 81. The Special Operations for day to day department business will stay in their respective battalions consistent with past practice. If the Fire Chief deems it necessary to operate with more than the above noted companies, an additional suppression company or companies shall be activated for each purpose.

Staffing Matrix (for inclusion in the CBA)

72 STAFFING WITH 3 ALS UNITS

10 ENGINES	1 OFFICER 3 PRIVATES	40
4 TRUCKS	1 OFFICER 3 PRIVATES	16
3 UNITS	1 MEDIC 1 EMT	6
1 RESCCUE	1 OFFICER 4 PRIVATES	5
1 SOC	1 OFFICER 1 PRIVATE	2
2 BC		2
1 DC		1
TOTAL	19 53	72

37.3 The Fire Chief has the right and discretion to drop staffing to (69). The Chief shall place ten (10) medic engines (in order to exercise the medic engine provision, the Fire Chief shall have 60 medics in suppression Department-wide, with a right to use Captains and Lieutenants as medics within the 60 in service (provided that all contractual provisions concerning medics are in effect) or to pause or drop ALS service. The Fire Chief shall have the right to remove three (3) emergency units from service, redeploying one person as an Incident Management Technician responsible for the command board, accountability, and transportation. The remaining personnel from the redeployment shall staff one Squad Company, maintaining staffing levels at 69.

Within each of the four (4) divisions the position of Deputy Chief, East Battalion Chief and West Battalion Chief shall be staffed at all times in a manner consistent with past practice. Also, the officer's position on engine companies, ladder/truck companies and squad/tactical/special operations companies shall be staffed at all times consistent with past practice.

Staffing Matrix (for inclusion in the CBA)

69 STAFFING MEDIC ENGINES

10 ENGINES	1 OFFICER	3 PRIVATES	40
4 TRUCKS	1 OFFICER	3 PRIVATES	16
1 RESCUE	1 OFFICER	4 PRIVATES	5
1 SQUAD	1 OFFICER	3 PRIVATES	4
1 AIDE	1 OFFICER		1
2 BC			2
1 DC			1
TOTAL	20	49	69

37.4 It shall be within the Fire Chief's discretion to assign on duty firefighting personnel to more than eighteen (18) companies, provided however, when more than eighteen (18) companies are functioning the personnel levels set forth in this Agreement shall likewise be applicable to said additional companies.

37.5 Personnel levels shall not be less than seventy-two (72) members. No truck or engine shall have less than four (4) members, including an officer. No Rescue company shall have less than five (5) members, including an officer. No squad shall have less than four (4) members, including an officer. The exception to this would be if Article 37.3 is executed.

37.6 The City shall be allowed reasonable time to fill unexpected vacancies, i.e., the time it takes to detail on-duty personnel or call in overtime personnel, provided however, no company shall be required or allowed to respond with less than personnel levels set forth in this Agreement.

ARTICLE XXIII – Vacations (effective January 1, 2020)

To be implemented effective January 1, 2020:

23.10 The Chief of the Department shall have the right to limit the number of employees who may be on vacation at any one time to twelve (12) employees per division. Further limitations on divisional vacation approvals may be: (1) Chief Officer (defined as Battalion Chief or Deputy Chief) may be off, two (2) Captains may be off, four (4) Lieutenants may be off and five (5) Firefighters may be off at a time. Included in the five (5) firefighters permitted to be off at one time, one (1) firefighter assigned to Heavy Rescue may be off. It is the intent of this language to permit at least five (5) firefighters off per shift, per day, per division. If an officer vacation slot is not utilized, the slot may be utilized by a private, up to a total of ten (10) privates maximum, per shift, per day, per division.

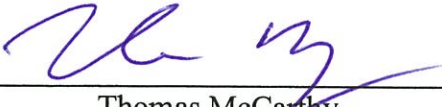
This MOU represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter, including but not limited to the Heavy Rescue Vehicle, and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met. This satisfies any and all obligations for negotiations regarding the issues contained herein. Any changes to this agreement must be mutually agreed to in writing. 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.

This MOU and the terms and conditions herein, shall become effective upon signature.

City of New Haven

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

By:



Thomas McCarthy
Director of Labor Relations

By:



Frank Ricci
President

July 12, 2019

July 12, 2019

TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 10.12 (NEW)

TOPIC : Overtime Hiring

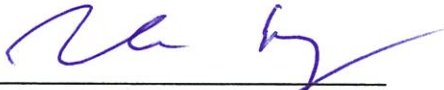
TENTATIVELY AGREED UPON LANGUAGE :

10.12 When the department is hiring employees for overtime to meet minimum staffing requirements, such hiring shall first be done by rank classification throughout all four divisions. If there are no available same rank members, then members shall be assigned to an acting position, but shall receive no additional compensation (acting pay). The acting position will be offered to the most senior person in the House with no right of refusal for the least senior employee in the Division.

SUMMARY : Overtime hiring to be completed by rank classification. Overtime still follows the next person on the list; doesn't follow rank or seniority.

FOR THE CITY

FOR THE UNION



Date : July 12, 2019

Date : July 12, 2019

TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION: 11.4

TOPIC : Acting Positions

TENTATIVELY AGREED UPON LANGUAGE :

11.4 Whenever a vacancy exists in the rank of Lieutenant, Captain, Battalion Chief or Deputy Chief and such vacancy is filled by any Firefighter serving as an Acting Lieutenant, Lieutenant serving as an Acting Captain or any Captain serving as an Acting Battalion Chief, or any Battalion Chief serving as an Acting Deputy Chief, provided such employees are qualified for such assignment in the judgment of the Chief or his/her designee, such employee shall receive no acting pay for the acting assignment. There is no right of refusal for the least senior employee.

**SUMMARY : Removes acting pay for these particular acting assignments
Acting shall be filled as follows:**

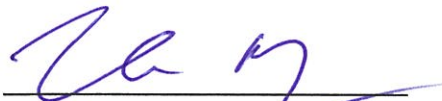
**Batallion Chiefs & Deputy Chiefs
By division**

**Officers (Captains & Lieutenants)
In house first, then per division when not in hiring mode**

**Firefighters who will act as Lieutenant:
By House first by qualifications, then division when not in hiring mode**

FOR THE CITY

FOR THE UNION



Date : July 12, 2019



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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTIONS : 32.15 (d) and (g)

TOPIC : Combined Pension Buy Back

TENTATIVELY AGREED UPON LANGUAGE :

Effective upon ratification, there shall be three separate pension credit buyback tiers, based on date of hire.

Tier One: Current employees hired before August 28, 2013 shall maintain current pension buyback benefits as referenced in Sections 32.15(d) and 32.15(g). (These employees may purchase sick time at a cap of 5 years, as well as an additional 4 year combination of military and prior service time for a total cap of 9 years of service.)

Tier Two: Current employees hired on or after August 28, 2013 to the ratification of this contract shall have a cap of eight (8) years total buyback, of any combination of Sick (up to 5 years), Military and Prior City Service. Sick time buyback calculation: 30 sick days = 1 year of pension credit


Tier Three: New employees hired after the contract ratification shall have a cap of six (6) years total buyback, of any combination of Sick (up to 5 years), Military and Prior City Service. Sick time buyback calculation: 30 sick days = 1 year of pension credit

These caps apply to all bargaining unit members, except that CERF time already bought (or Roberts) shall not be affected by this cap.

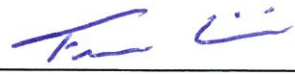
SUMMARY : Tiered benefits based on date of hire, but allows all members to have this benefit

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 32.15(i) (NEW)

TOPIC : Prior City Service Buy Back

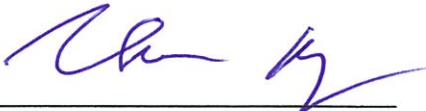
TENTATIVELY AGREED UPON LANGUAGE :

(i) Any current sworn firefighter who has prior paid service with the City, shall have the opportunity to purchase pension time for each year of active City service and have said time credited for pension purposes, up to a maximum of four (4) years. This section is applicable and available to all members as outlined in and controlled by Article 32.15(d) and (g) as stated in the TA outlining the combined pension buyback, except that CERF time already bought (or Roberts) shall not affect the caps outlined in 32.15 (d) and (g).

SUMMARY : Creates new benefit for pension credit and prior City service.

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 32.15(g)

TOPIC : Military Buy Back

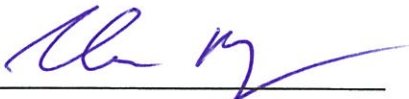
TENTATIVELY AGREED UPON LANGUAGE :

(g) Any current sworn firefighter who has served in a branch of the United States Armed Forces (Army, Navy, Air Force, Space Force, Coast Guard or Marines) prior to becoming a New Haven Firefighter, shall have the opportunity to purchase pension time for each year of active service (1 year of military service = 1 year of service for pension purposes) and have said time credited for pension purposes, up to a maximum of four (4) years. This section is applicable and available to all members as outlined in and controlled by Article 32.15(d). Any previous MOU's, MOA's or stipulations limiting this benefit are void.

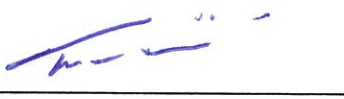
SUMMARY : Adds Space Force and Coast Guard. Applies benefit to all members and voids any previous agreements limiting the benefit. (Criteria for buyback as outlined in Article 32.15(d).)

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 12.4

TOPIC : Sick Time Accrual

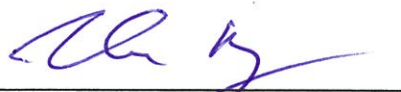
TENTATIVELY AGREED UPON LANGUAGE:

12.4 Sick leave shall be earned by each permanent employee on the Fire Department at the rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months

SUMMARY : Reduces annual accrual from 15 days to 12 days

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 30.9 (NEW)

TOPIC : Driver Stipend

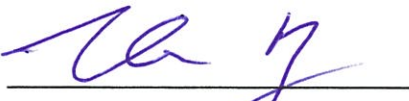
TENTATIVELY AGREED UPON LANGUAGE :

30.9 Members of the department who function in the capacity of Chauffeur (aka Driver) during a shift shall receive an additional one dollar and fifty cents (\$1.50) per hour for those hours actually worked in these capacities. The stipend will not be paid during any leave time (personal, sick, vacation, etc.)

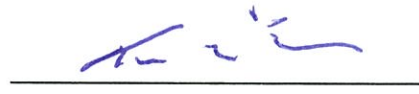
SUMMARY : Provides for a Chauffeur (Driver) Stipend of \$1.50 per hour

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : Article 32.16

TOPIC : Survivor Benefit

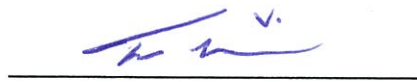
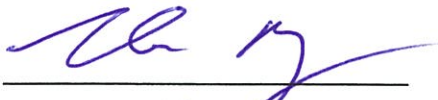
TENTATIVELY AGREED UPON LANGUAGE :

32.16 Notwithstanding the foregoing, employees hired on or after August 28, 2013 shall receive an annual allowance, payable monthly during his or her lifetime, in an amount equal to two percent (2.0%) of his or her average annual earnings, exclusive of overtime, of his or her four (4) highest years for each full year of service up to 20 years, and three percent (3.0%) after 20 years to a maximum of seventy percent (70%) of his or her average annual earnings, exclusive of overtime, of such four (4) highest years; provided such allowance for permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act shall not be less than fifty percent (50%) of the member's annual rate of pay at the time of disability; and further provided that such allowance for permanent and total disability as the result of causes which are not related to his or her employment with the fire Department shall consist of an annual pension, payable monthly, in an amount equal to fifty percent (50%) of his or her average annual earnings, exclusive of overtime, of his or her four (4) highest years during the ten (10) years or less immediately preceding his or her retirement. Credit for service shall be determined by full and fractional years of service calculated on a daily basis. Upon death of the retiree, this benefit shall be extended to the surviving spouse and shall terminate if the surviving spouse remarries. If this benefit is utilized, it is in lieu of the benefit defined in Article 32.10.

SUMMARY : Removes “terminating at his or her death”

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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTION : 18.6

TOPIC : Spousal Benefits for retirees

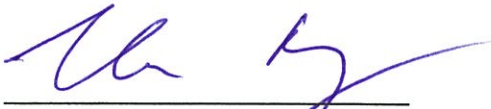
TENTATIVELY AGREED UPON LANGUAGE :

18.6 Notwithstanding the foregoing, employees hired on or after August 28, 2013, shall be eligible for employee and spousal coverage when they retire. Retirement must be in accordance with the contractual retirement language. Such retirees shall contribute towards the cost of retiree and spousal health coverage by contributing the same percentage required from time to time of active employees; provided however, the percentage shall be fixed at the time of retirement for employees who retire with 25 or more years of active service. If the surviving spouse remarries, these benefits shall be terminated.

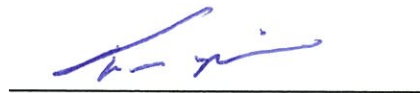
SUMMARY : Allows for spousal benefits for retirees at the active employee contribution.

FOR THE CITY

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Date : July 12, 2019



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TENTATIVE AGREEMENT – 7-11-19

CONTRACT SECTIONS :

TOPIC : Eligibility for Pension Payment

TENTATIVELY AGREED UPON LANGUAGE :

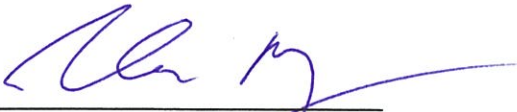
Effective upon ratification, current employees hired before August 28, 2013 shall be eligible to collect a pension payment after 20 years of active service in the New Haven Fire Department. Current members hired after August 28, 2013 shall only be eligible to collect a pension payment after 25 years of active service in the New Haven Fire Department or attainment of a minimum age of 52 years. (Active service is defined as years of service plus any years of buyback.)

Employees hired on or after the ratification of the contract shall only be eligible to collect a pension payment after 25 years of sworn service in the New Haven Fire Department or attainment of a minimum age of 52 years. (Sworn service is defined as actual years of service as a New Haven firefighter.)


SUMMARY : Pension payment eligibility

FOR THE CITY

FOR THE UNION



Date : July 12, 2019



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