

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIDDLETOWN
AND
LOCAL #1073, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

This Memorandum of Understanding is entered into by the City of Middletown ("City") and Local #1073, International Association of Firefighters, AFL-CIO ("Union").

WHEREAS, the Fire Union filed MPP-29,676 and a grievance against the City, #2-08-12-11M, alleging that the City engaged in direct dealing with one of its members;

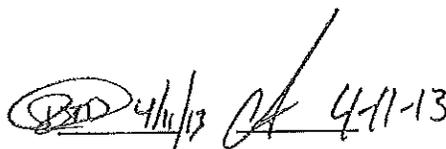
WHEREAS, the City and the Fire Union have reached an agreement to resolve the MPP and grievance mentioned above.

NOW, THEREFORE, in consideration of the mutual promises and covenants provided for herein, the City and the Union agree as follows:

1. The Fire Union agrees to withdraw its MPP-29,676, which is currently pending before the Connecticut State Board of Labor Relations, and to withdraw and/or drop grievance #2-08-12-11M stemming from the same facts;
2. The Fire Union agrees to notify the Connecticut State Board of Labor Relations of its withdrawal of MPP-29,676 on or before April 22, 2013; and
3. The City agrees to extend the current Collective Bargaining Agreement, which is set to expire on June 30, 2014, for two years or until June 30, 2016, subject to the following terms and conditions. Each and every article and section of the 2012-2014 collective bargaining agreement between the parties shall remain in full force and effect, as if fully set forth herein, through June 30, 2016, subject to the following revisions or additions:

ARTICLE XXV
WAGES

Tentative Agreement Date/Initial:

 4/11/13

Section 10: The pay rates and pay ranges for job classes in the bargaining unit for the period of July 1, 2014 through June 30, 2015 shall be based on the Consumer Price Index ("CPI") as set in November 2013. Such increase shall not be lower than 0% nor higher than 1.75%.

Section 11: The pay rates and pay ranges for job classes in the bargaining unit for the period of July 1, 2015 through June 30, 2016 shall be based on the Consumer Price Index ("CPI") as set in November 2014. Such increase shall not be lower than 0% nor higher than 1.75%.

ARTICLE XXVIII
PRIOR PRACTICE

Tentative Agreement Date/Initial: DD 4/6/13 CA 4-11-13

SECTION 1 All benefits, rights and privileges enjoyed by employees prior to entering into this Agreement, except as specifically abridged, deleted or modified by any provisions of this Agreement, are hereby made a part of and protected by this Agreement.

- A) The City and the Union agree that all prior memoranda and/or letters of understanding and/or Rules and Regulations of the Middletown Fire Department in effect prior to July 1, 2007 and, not discussed and specifically incorporated into this contract are null and void. Any memoranda and/or letters of understanding in effect after July 1, 2007 will remain in full force and effect until the parties re-negotiate the contract in 2016. In the future, should management determine that Rules and Regulation Procedures are to be re-established, the City agrees to discuss such impact with the Union.

ARTICLE XXXVI
DURATION

Tentative Agreement Date/Initial: DD 4/6/13 CA 4-11-13

The duration of this Agreement shall extend through June 30, ~~2016~~2014 as it applies to all items in the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than one hundred-eighty (180) days nor less than one hundred-thirty (130) days prior to such expiration date. Within five (5) days of receipt of such notification by either party a conference shall be held between the City and the Union negotiating committee for the purpose of negotiating such amendment, modification, or termination.

All terms and conditions of this Agreement are without precedent and shall not apply to any bargaining history and shall not in any way be considered mid-term bargaining. This Agreement will only become effective after the Common Council of the City of Middletown agrees to the terms of this Agreement in its entirety, following by the ratification of these terms and conditions by the membership of Local #1073 of the International Association of Firefighters and both the Mayor of the City of Middletown and the President of Local #1073 of the IAFF have signed the final draft. All other terms and conditions of the collective bargaining agreement not specifically mentioned above shall remain in full force and effect.

WHEREFORE, the duly appointed/designated representatives agree to the foregoing and, as such, affix their signatures and execute this Agreement upon ratification of the Union body and the Middletown Common Council.

For the City of Middletown



Daniel T. Drew, Mayor

Dated: 4/17/13

For the Union



Christopher Augeri, President

Dated: 4-17-13

EXTENSION OF COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND
LOCAL #1073, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

Pursuant to the Memorandum of Understanding signed on this ___ day of April, 2013 and subject to its terms and conditions, the City of Middletown ("City") and Local #1073, International Association of Firefighters, AFL-CIO ("Union") agree to extend the current Collective Bargaining Agreement, which is set to expire on June 30, 2014, for two years or until June 30, 2016, with the below-mentioned revisions or additions. Each and every article and section of the 2012-2014 collective bargaining agreement between the parties shall remain in full force and effect, as if fully set forth herein, through June 30, 2016, subject to the following revisions or additions:

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WAGES

Tentative Agreement Date/Initial: DD 4/11/13 cl 4-11-13

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For the City of Middletown



Daniel T. Drew, Mayor

Dated: 4/17/13

For the Union



Christopher Auger, President

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