COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CONCORD, NH

and

CONCORD FIRE OFFICERS ASSOCIATION
LOCAL 3195, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

SUPERVISORY UNIT

07/01/15 -06/30/18

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Article I

PREAMBLE

Section 1. Parties. This Agreement is entered into by and between the City of Concord, a municipal corporation of the State of New Hampshire having its principal place of business at 41 Green Street, Concord, New Hampshire, hereinafter referred to as "EMPLOYER" and the Concord Fire Officer's Association.

Section 2. Purpose. This Agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the Concord Fire Officer's Association; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by New Hampshire Revised Statutes Annotated, Chapter 273-A.

Article II

RECOGNITION

Section 1. Recognition. The City recognizes the Concord Fire Officer's Association, IAFF Local 3195, (hereinafter, the UNION) as the exclusive bargaining agent for all Fire Lieutenants, Paramedic Fire Lieutenants, Fire Captains, Battalion Fire Chiefs, Assistant Fire Marshal, Public Safety Educator, Fire Alarm/Traffic Signal Supervisor and Communications Supervisor, hereinafter called "EMPLOYEES" as defined pursuant to RSA 273-A; 1.

Article III

NOTICE UNDER AGREEMENT

Section 1. Written Communications. All written communications between the parties shall contain the following minimal elements:

a. Name and title of addressee.

b. Name and title of the sender.

c. Date.

d. A statement as to the subject and purpose of the correspondence.

e. Signature of the sender.

For purposes of this Agreement, all written correspondence to the City Manager, the Fire Chief, or UNION president provided for herein shall be addressed as follows:

To the City Manager: Director of Human Resources and Labor Relations, City Hall
41 Green Street
Concord, New Hampshire 03301

To the Fire Chief: Fire Chief

24 Horseshoe Pond Lane
Concord, New Hampshire 03301

To the UNION: The President
Concord Fire Officer's Association
IAFF Local 3195
PO Box 0089
Concord, New Hampshire 03302-0089

The UNION shall provide for itself a mail box separate from the City's.

Section 2. Proper Notification. All written notices to the EMPLOYER or UNION, respectively, will be deemed to have been properly given if delivered to the Fire Chief or President of the UNION with copies sent to the Director of Human Resources and Labor Relations and to the UNION Secretary.

Section 3. Change of Address. Either party by written notice to the other party may change the address at which future written notices to it shall be given.

Article IV
LABOR MANAGEMENT COMMITTEE

Section 1. The Parties agree that it is in their best interests to maintain an open dialogue with respect to the administration of this agreement and the exchange of information relative to the performance of the Department's mission and the work performance of unit members.

Section 2. The Parties agree that a Labor/Management Committee shall be established as of the effective date of this agreement. The Labor/Management Committee shall consist of members designated by each Party.

Section 3. The Labor/Management Committee shall meet at least bi-monthly at a mutually agreeable time. Agenda items shall be exchanged between the Parties two (2) days prior to such meetings, providing that additional items may be added to any agenda without notice. More frequent meetings of the Labor/Management Committee may be scheduled by the mutual agreement of the Parties at any time.

Section 4. The EMPLOYER will provide necessary time off, at the Chief's discretion, for on duty personnel to attend Labor/Management Committee functions.

Article V

MANAGEMENT RIGHTS

Section 1. Retention of Rights. The EMPLOYER hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Hampshire and of the United States. Further, all rights which ordinarily vest in and are exercised by public employers except such as are specifically relinquished herein are reserved to and remain vested in the EMPLOYER. The EMPLOYER retains the right to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, and EMPLOYER'S organizational structure, and selection, assignment, number, direction and discipline of its personnel. Further, the EMPLOYER retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement, or existing applicable statutory law as delineated under NH Revised Statutes Annotated or U.S. Code, so as to continue public control of the City of Concord Fire Department.

Article VI

UNION REPRESENTATION

Section 1. Union Officer's and Grievance Representatives. A written list of UNION Officers (President, Vice President, Secretary, Treasurer), and grievance representatives shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER immediately of any change. There shall be no requirement on the part of the EMPLOYER to recognize any UNION grievance representative until such time as an official written notification has been delivered to the City identifying the representative.

Section 2. Processing Grievances. The UNION grievance representative shall be the Union President or a member of the UNION Executive Board. One grievance representative at a time shall be permitted reasonable paid release time to process a grievance after obtaining approval from the Fire Chief or their designee. The grievance representative shall not be permitted to unduly interfere with the performance of duties of EMPLOYEES.

If the UNION grievance representative is other than the Union President or an Executive board member, the UNION must notify the Fire Chief in advance of the processing of the grievance.

Article VII
NON DISCRIMINATION

Section 1. Equal Treatment. The EMPLOYER and the UNION agree that there shall be no unlawful discrimination on the basis of religion, age, sex, race, color, national origin, physical or mental disability, pregnancy, marital status, sexual orientation or union status. The EMPLOYER and the UNION shall equally share the responsibility for damages resulting from discrimination caused by the enforcement of the provisions of this Agreement or the collective bargaining process.

The use of the male or female gender of nouns or pronouns is not intended to describe any specific EMPLOYEE or group of EMPLOYEES but is intended to refer to all EMPLOYEES in job classification, regardless of sex.

Article VIII
PROBATION

Section 1. Definition. For the purpose of this Article, probation shall refer solely to probation for promotion purposes of Permanent EMPLOYEES.

Section 2. Probationary Progress Review. During any probationary period or extension thereof, the EMPLOYEE and an appropriate superior shall meet periodically to discuss and review the EMPLOYEE'S progress. Such meetings will occur at least once every three (3) months, but not less than two (2) times during the probationary period, and be followed by a written report of progress to the EMPLOYEE.

Section 3. Failure to Complete Probation. Any rejected probationary EMPLOYEE whose probationary appointment is terminated for reasons of unsatisfactory performance shall be reinstated in their former position. The definition of "unsatisfactory performance" for the purpose of this Article and Section only, does not include a sustained discharge for just cause as determined by Article X of this agreement.

Article IX
GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a dispute between the parties as to the interpretation, application or an alleged violation of this Agreement. It is mutually agreed that grievances shall only be allowed on items in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided.

Section 2. Deadline for Filing Grievances. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than Ten (10) calendar days after the EMPLOYEE knew or should have known of the occurrence of the event giving rise to the grievance.

Section 3. Procedure.

Step 1. Should any grievance arise, there should be an earnest effort on the part of the parties to settle such grievance through an informal conference between the aggrieved EMPLOYEE and the Union President (executive board member) , and the immediate supervisor (e.g. the battalion chief in charge of the battalion, the fire marshal, or the deputy chief as applicable). The resolution of the grievance at this level shall be subject to the approval of the Fire Chief.
The request for an informal conference shall take place within ten (10) calendar days from the presentation of such request. If the grievance remains unresolved following the informal conference by the grievant may proceed to Step 2.

Step 2. It shall be the responsibility of the aggrieved to reduce any grievance to writing, sign and present it to the Deputy Chief, or the Fire Chief, as applicable within ten (10) calendar days following the EMPLOYER representative response in Step 1 above.
The written grievance shall contain the following:
(a) A complete statement of the grievance and the facts upon which it is based.
(b) The Article and section or sections of this Agreement claimed to have been violated.
(c) The remedy or correction requested.
(d) The signature of the grievant.
(e) The signature of a UNION officer acknowledging the UNION'S awareness of the grievance.
(f) Identification of the person representing the grievant.
The Deputy Chief or the Fire Chief, as applicable, shall provide his/her written proposal resolving the grievance within ten (10) calendar days from receipt of the grievance.
If the grievance remains unresolved following the action taken, the grievant may, within Ten (10) calendar days following the decision, proceed to the next step in the grievance procedure.

Step 3. If the grievance remains unresolved following the action taken by the Division Commander at Step 2, the grievant may, within Ten (10) calendar days following the Deputy Chief's decision, present the written grievance to the Fire Chief. The Fire Chief shall have ten (10) calendar days in which to render a decision.

Step 4. If the grievance remains unresolved following the action taken by the Fire Chief at Step 3, the UNION may, within ten (10) calendar days after the Fire Chief rendered or should have rendered a decision, notify the EMPLOYER that it is proceeding to arbitration to resolve the grievance with the New Hampshire Public Employees Labor Relations Board, or another method by mutual agreement. The parties will first endeavor to agree on an arbitrator. If the parties are unable to agree within fifteen (15) calendar days upon the selection of an impartial arbitrator, the dispute

shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures. If the UNION fails to submit said grievance to arbitration it shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 4. Arbitration.

4.1 The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the Parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator's decision shall be final and binding on the Parties as to the matter in dispute.

4.2 The Arbitrator shall be empowered with the authority to resolve disagreements as to the procedural arbitrability of a grievance submitted under this grievance procedure. A hearing on the merits of a case shall not occur on the same day as a hearing on its procedural arbitrability except by mutual consent of the parties.

4.3 Nothing in this section limits the right of the Parties to be represented by legal Counsel.

4.4 Each party shall pay the expenses of their own representative, and they shall equally share the cost of the Arbitrator.

4.5 If either Party desires a verbatim record of the proceedings, it may cause a stenographic record to be made providing it pays for the record and makes a verbatim transcript available without charge to the other Party and to the Arbitrator.

Section 5. Time Limits. The time limits for the processing of grievances may be extended by written consent of both Parties. Where the specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the EMPLOYER'S last response.

In the event that a grievant and the grievant's representative are not scheduled to be on duty between the date that the grievance is submitted to any step in the grievance process and the date in which an answer must be provided, then the time frame for providing an answer shall automatically be extended through the next series of on duty shifts of the grievant and the grievant's representative.

Section 6. Right of EMPLOYER. Nothing contained herein shall be construed as limiting the right of the EMPLOYER to pursue resolution of a grievance under this Article. The EMPLOYER may request, but not demand, that the parties engage in voluntary mediation. In the event of an agreement to mediate all timelines will be extended. The mediator shall be chosen by mutual agreement. The UNION will be required to file for arbitration within twenty (20) calendar days of a failed mediation. A failed mediation is defined as written notification by the EMPLOYER that it is withdrawing its request to have the matter resolved by mediation, the failure of the parties to choose a mediator within ten (10) calendar days and/or

when the mediation does not resolve the matter. Each party shall bear their own attorney fees, if any and the costs and fees of the mediator shall be shared equally. The mediation shall be confidential and not subject to disclosure in any subsequent proceeding.

Section 7. Exclusions. Disputes involving the City Charter, City Ordinances, published policies and regulations, provisions of RSA 273-A and other provisions of law or policies and regulations of appropriate authorities outside the City shall not be subject to the grievance and arbitration procedure set forth herein regardless of whether such matters are quoted, cited, or otherwise incorporated in this Agreement. This grievance procedure shall not cover any matter for which statutory appeals procedures exist.

Article X

DISCIPLINE

Section 1. Just Cause and Progressive Discipline. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

A. Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension without Pay
4. Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit an exception.

B. All written warnings, suspensions and discharge notices shall be in written form and shall be signed by the EMPLOYEE as an acknowledgment of the action only. In addition, an EMPLOYEE may be requested to sign a Verbal warning acknowledgement form (Attachment 2) after a verbal warning has been issued. The EMPLOYEE'S acknowledgment of a verbal warning shall not be construed as a written warning or agreement with said verbal warning.

C. An EMPLOYEE who is being interviewed by a superior concerning matters for which disciplinary action is being considered to that EMPLOYEE is entitled to UNION representation at the interview. Advance notice of the meeting will be provided where appropriate and where circumstances permit.

Article XI

SENIORITY

Section 1. Computation. Unless otherwise specified, seniority of EMPLOYEES shall be computed from their latest date of appointment to the bargaining unit. When two or more EMPLOYEES are hired on the same date, seniority shall be established in the order they are listed on the eligibility roster. However, should two or more employees be appointed from different eligibility rosters on the same date, the employee with the greater departmental seniority shall be deemed to have the greater CFOA seniority.

Section 2. Loss of Seniority. An EMPLOYEE shall lose seniority and their employment with the EMPLOYER shall be considered terminated for all purposes if:

(a) The EMPLOYEE quits.

(b) The EMPLOYEE is discharged for just cause.

(c) The EMPLOYEE who has been laid off fails to respond within three working days of being recalled.

(d) The EMPLOYEE fails to report to work at the termination of a leave of absence.

(e) Separated from payroll of the EMPLOYER by layoff for more than twelve (12) months, unless extended in accordance with the provisions of the Article on Lay-Off and Recall.

(f) The EMPLOYEE retires.

Article XII

BULLETIN BOARD

Section 1. Bulletin Board. The EMPLOYER shall provide sufficient space at each facility for the UNION to post notices for membership information. The UNION shall limit posting to official UNION business and will insure that all official notices are appropriately identified.

Article XIII

WORKWEEK

Section 1. Work Week. The regular work week for all members of the Department shall be as follows:

1.1 Fire Suppression Division. An average of forty-two (42) hours per week working two (2) consecutive days, two (2) consecutive nights, and four (4) consecutive days off.

** The CITY and the UNION agree to meet and confer at mutually agreeable times to discuss the development of a 24- hour shift schedule until such a time as either a 24 hour shift schedule is mutually agreed upon or until either party declares in writing that they withdraw from the discussion. The meeting shall take place in accordance with Article IV of this agreement.

1.2 Other Divisions. The normal work week for members of other divisions shall be forty (40) hours per week. The normal workweek for 40 hour employees shall consist of 5 consecutive 8 hour days exclusive of an unpaid lunch period Monday through Friday. Employees may mutually

agree with the employer to flex schedules which include irregular daily hours. In such cases employees shall be paid overtime for all hours over 40 in any one week. If no mutual agreement can be reached the City may implement a change with a 30 day notice to the party. In the event of any change annual and sick leave accruals shall be based on the normal workweek. Holidays shall be paid at 8 hours.

Section 2. Shift/Division Transfers, Suppression. EMPLOYEES transferred from one Battalion to another Battalion or Division may be required, as the result of the transfer to work more or less than their standard number of hours in the regular work schedule of the Battalion from which they are transferred. The hours worked shall be calculated as follows:

2.1 Transfers shift to shift, or accounting for hours due to short-term schedule change (i.e. classes):

Step 1: Select the timeframe commencing with the beginning of the last full tour preceding the event, to the end of the first full tour following the event, had the event not occurred and count the total hours the employee would have worked (if transfer is shift to shift, just count shifts for this step and the next).

Step 2: Next, in this timeframe, find the number of hours actually worked with the event taking place.

Step 3: Compare the two figures for a potential shortfall or surplus.

2.2 Transfers from 42 hours to 40 hours - Indefinite:

Step 1: Select the timeframe from the first Day shift of the tour preceding the event up to the beginning of the event (not necessarily a full tour). Add all the hours (including off time) and divide by 4.

Step 2: During this same timeframe, add all hours worked.

Step 3: The difference is the time owed the employee @ OT rate.

Prior to any non-emergency transfer, and upon the request of the affected EMPLOYEE, the EMPLOYER shall meet and confer with the UNION to discuss the operational needs of the Department as well as the conditions of the transfer and the effect that the transfer may have on the affected EMPLOYEE.

Section 3. Temporary Alternative Duty. EMPLOYEE(S) who are temporarily disabled by injury or illness are obliged to return to temporary alternative duty within the Divisions of the Fire Department on one of the above work schedules as designated by the Fire Chief or their designee provided:

1. They have been released to work by their treating physician.
2. Their physician prescribed work conditions can be met within the limits of reasonable accommodation by the EMPLOYER.

Holidays- Forty-two hour employees assigned to the 40-hour week (TAD) schedule refer to article XX, Section 2.

Section 4. Administrative Vacancies/Special Projects. Company Officers, as specified in Note 1 Article XIV, may be transferred with the agreement of the Fire Chief and UNION to the 40 hour schedule, not to exceed six (6) months to fill administrative vacancies or special project needs.

1. Transfers of this nature shall not be used as discipline.
2. In instances where a related hardship may result, the EMPLOYER agrees to meet and confer with the UNION prior to the transfer.
3. For Special Projects, the EMPLOYER will identify the need to the President of the Union prior to any such transfer occurring. Such identification shall be for informational purposes only and shall not be considered all inclusive.
4. Battalion Chiefs may be transferred at the discretion of the Fire Chief in the event a position is not filled using the above method. In this instance the EMPLOYER reserves the right to make the transfer and bargain with the UNION over any impacts associated with the transfer.
5. When administration is responsible for making a vacancy on a Battalion (i.e., special projects, administrative vacancies or held open vacancy), the vacancy will be considered staffed for those members requesting annual leave on the Battalion.

Article XIV

OVERTIME

There shall be two methods for overtime hiring for the suppression division. The method as described in section 2a. (new system) shall be in effect if the staffing buffer is zero or less. The method described in 2b. (reversion system) shall be in effect if the buffer is one or greater. Both parties recognize that staffing configurations are at the sole discretion of the City and may be adjusted in order to address changed public safety needs as determined by the fire chief or her/his designee. In cases when staffing is transiently adjusted, no change in the overtime hiring method will occur. The City agrees to notify the UNION at least 30 days prior to changing back to the reversion OT system. If a change is made back to the reversion system, all 3195 suppression member's hours will start at zero (0).

Section 1. General. The EMPLOYER reserves the right to require EMPLOYEES to remain on duty or to return to duty, at such times and for such lengths of time as it shall deem necessary.

Section 2a. Overtime Distribution, Fire Suppression (new system) Overtime coverage shall be assigned in accordance with classification (note 1) and seniority (note 2) by battalion. An overtime register will document opportunities offered. EMPLOYEES from the covering Battalion shall be responsible for the staffing needs of the next scheduled Battalion through *Scheduled Overtime (note 3)* or *Recall (note 4)*. Should there be insufficient EMPLOYEES from the covering Battalion, then on-duty personnel may be subject to *Annexed Time (note 5)*, and EMPLOYEES from the subsequent off duty Battalions, may be used on a voluntary *Recall (note 4)* basis.

When overtime is assigned, that overtime will typically be assigned to employees from CFOA, L-3195 except for absences involving the following:

A. periods of 5 hours or less;
B. Vacancies that exceed fifteen consecutive calendar days;
C. If all attempts to hire eligible 3195 members have been completed and no member is available.

Furthermore, no more than two acting officers from L1045 per shift shall be allowed unless 3195 members are ineligible, unable to be contacted, or fail to respond. Actors shall have completed the department approved mentoring program. Under exigent situations, or as a last resort, the Chief or designee reserves the right to use actors at his or her sole discretion.

Section 2a.1 when it becomes necessary to transfer an employee from one shift to another, the following shall be applied

1. The transferred EMPLOYEE is placed on the overtime register consisting of all EMPLOYEES assigned to that shift and arranged by descending CFOA seniority.

2. The transferred EMPLOYEE will be assigned a new number consistent with the new register.
   - The decimal number represents the EMPLOYEE'S seniority place on said list.
   - The integer is derived by matching that of the next junior employee on said list.

Section 2b. (Reversion System) Overtime Distribution, Fire Suppression. Members promoting into local 3195 in the Emergency Services Division will be ineligible for scheduled shift overtime for a period of six months Minimum Staffing Coverage requirements, as determined by the EMPLOYER, shall be assigned in accordance with *Classification (note 1)*, Department *seniority* (note2) and hours worked or offered, by Battalion.
EMPLOYEES from the covering Battalion shall be responsible for the staffing needs of the next scheduled Battalion through *Scheduled Overtime (note 3)* or *Recall (note4)*. Should there be insufficient EMPLOYEES from the covering Battalion, then on-duty personnel may be subject to *Annexed Time (note 5)*, and EMPLOYEES from the subsequent off duty Battalions, may be used on a voluntary *Recall (note 4)* basis.

When overtime is assigned, that overtime will be assigned to employees from CFOA, Local 3195, IAFF except for absences involving the following:

a. Periods of (5) hours or less, or
b. Periods of greater than (30) days, excluding Performance Enhancement/Professional Development as per Article XIII, Section 4.
c. Any individual working in either a. or b. immediately above must have successfully completed the department approved mentoring program.

If the employer at their sole discretion changes the billet minimum for company officers below six (6) officers per shift then L-1045 actors will be used only as a last resort.

Section 3. Overtime Distribution, Other Divisions/Bureaus. Minimum Staffing Coverage requirements, as determined by the EMPLOYER, for all other Divisions shall be in accordance with *Classification*, Department seniority, within the Division. Should there be insufficient EMPLOYEES within a Division then overtime shall be distributed to EMPLOYEES from other Divisions as per Article XVI. Governed by this subsection are Fire Suppression, Fire Prevention, Fire Alarm, and Communications.

Section 4. Overtime Compensation, Out of Division, Haz-Mat, Paramedic In-Services, Meetings.

A. Out of Division Haz-Mat - Scheduled Overtime for training as Concord members to the Regional Haz-Mat Team will be paid at One and One Half (1 1/2) times the Employee's hourly rate and recorded on an Out of Division lists as opportunity worked.

B. Paramedic In-Services – Scheduled Overtime for Paramedic In-Services will be paid at One and One Half (1 1/2) times the Employee's hourly rate for a minimum of four (4) hours and be considered voluntary.

Section 5. Overtime Compensation , Special Details. *Scheduled Overtime* related to Special Details shall be managed the same as section 2a or section 2b as applicable.

Section 6 Callback. Callback overtime is at the sole discretion of the Fire Chief or their designee and will not be credited to the overtime register.

Section 7 Overtime Rate. Overtime at the rate of one and one-half (1 1/2) times the EMPLOYEES' scheduled hourly rate shall be paid for all hours actually worked beyond their regularly scheduled work shift with the exception of those working a flex schedule as defined in Article XIII, Section 1, Subsection 1.2.. *Callback (note 6 & note 7)*, and *Recall* (note 4) shall be a four (4) hour minimum. *Scheduled Overtime (note 3)* shall be a two (2) hour minimum. *Annexed Time (note 5)* and *Voluntary Return (note 8)* shall be for time actually worked. *Meal Hours (note 9)* and *Administrative Oversight (note 10)* shall be one (1) hour.

Section 8 Fees. Fees paid EMPLOYEES for subpoenas related to incidents occurring in the performance of duties shall be returned to the City.

(NOTES)

Note 1 Classification, for the purposes of this Section, Battalion Chiefs, Paramedic Captains, Captains, Paramedic Lieutenants, and Lieutenants shall be equally classified as Company Officers.

Note 2 Seniority; This system will utilize a "check box" system where the company officers will be arranged on a list by seniority and overtime opportunities will be offered by consecutively working down the list

Note 3 Scheduled Overtime, for the purposes of this Article, pertains to mandatory, pre-scheduled (assigned when on-duty), non-annexed, staffing coverage worked by Covering Battalion EMPLOYEES.

Note 4 Recall, for the purposes of this Article, pertains to covering Battalion or subsequent off-duty Battalion EMPLOYEES who are contacted, when off-duty, to return to duty for minimum Staffing Coverage.

Note 5 Annexed Time, for the purposes of this Article, pertains to mandatory, pre-scheduled (assigned when on-duty) staffing coverage annexed consecutively to one end or the other of the scheduled work shift.

Note 6 Callback, Suppression - for the purposes of this Article, pertains to the following: pilot coverage, audibles, general alarms, Departmental inquiries or administrative matters, and subpoenas for incidents occurring in the performance of duties.

Note 7 Callback, Other Divisions - for the purposes of this Article pertains to the following: audibles, general alarms, Departmental inquiries or administrative matters, Fire Alarm/Traffic System

emergencies, Fire Investigations, and subpoenas for incidents occurring in the performance of duties.

Note 8 Voluntary Return, for the purposes of this Article, pertains to a request for EMPLOYEES to return, at their convenience, to handle such things as personnel matters, and insurance issues, etc.

Note 9 Meal Hours, for the purposes of this Article, pertains to the option of EMPLOYEES who are subject to Annexed Time of greater than four (4) hours to one end or the other of their scheduled work shift to be paid an additional overtime hour or take an hour off.

Note 10 Administrative Oversight for the purposes of this Article pertains to Non-Suppression EMPLOYEES required to perform administrative duties that do not require the EMPLOYEE'S actual physical presence in the workplace.

Note 11 EMPLOYEES on annual leave or swaps shall not be responsible for overtime the shift prior to; nor the shift subsequent to the pre-approved leave.

Article XV
OUT OF CLASSIFICATION WORK

Section 1. Higher Classification Assignment. An Employee who is required to work out of classification in a position assigned a higher Labor Grade shall be compensated at the higher rate of pay as long as the EMPLOYEE shall have worked in the higher classification for a minimum of (1) full hour per occurrence. The rate of pay for higher classification work shall be determined by:

1.1 Adding five percent (5%) to the EMPLOYEE'S current regular hourly rate and then placing the EMPLOYEE at the step in grade which is closest to this hourly rate without being less. Payment for higher classification work shall be made within the applicable pay period.

Section 2. Lower Classification Assignment. When an EMPLOYEE is required to work out of classification in a position assigned to a lower classification there shall be no reduction in their rate of pay.

Section 3. Selection for Assignment, Suppression. There shall be two methods of selection for assignment, suppression: Short Term and Long Term.

3.1 *Short Term Assignment*. When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above their regularly assigned Labor Grade for a period of less than fifteen (15) (thirty [30] in reversion system Article XIV, Section 2b) calendar days, the selected EMPLOYEE shall be in the following order:

1. Shifts highest positioned mentored employee on Battalion Chief promotional roster.
2. Highest positioned on-duty mentored employee on Battalion Chief promotional roster.
3. Shift's mentored Captain.
4. Covering Shift's Battalion Chief.
5. Covering Shift's highest mentored employee on Battalion Chief promotional roster.
6. Off duty Battalion Chiefs (voluntary).
7. Off duty mentored employee on promotional roster (voluntary).
8. Annex current on duty Battalion Chief or Acting Battalion Chief.

3.2 *Long Term Assignment.* When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above their regularly assigned labor grade for a period of more than fifteen (15) (thirty [30] in reversion system Article XIV, Section 2b) days, the selected EMPLOYEE shall:

1. Be the highest positioned, available EMPLOYEE on the applicable *Promotional Roster.*
2. Have successfully completed the department approved mentoring program.

Section 4. Fire Alarm & Traffic/Fire Prevention/Communications Supervisor. When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above their regularly assigned labor grade for a period of more than thirty (30) days, then the selected EMPLOYEE shall be an actor who meets the minimum requirements necessary to fill the position, as determined by the Fire Chief. The vacancy will be posted on a Department Directive to establish a list of interested candidates to temporarily fill the role. EMPLOYEES who meet the minimum requirements to fill the position shall take precedence over members of L1045.

(NOTES)

Note 1 *Promotional Rosters.*
For the purposes of this Article, will continue to be used whenever practicable even though they are beyond their expiration dates.

Note 2 *City Rights.*
The city reserves the right to remove a person from acting status for the usable life of the roster, "for just cause".

Note 3 *Acting Term.*
At the sole discretion of the employee, after a period of six (6) months in an acting position, the employee has the option of removing themselves from acting status. However this employee's position on the promotional roster remains unaffected. If no one else is on the promotional roster, this section does not apply.

Article XVI

OUT-OF-DIVISION WORK

Section 1. General. An EMPLOYEE may, in addition to their normal work week, perform/receive available work/training opportunities outside their Division as such work is announced by the EMPLOYER. For the purpose of this article the divisions shall be, Fire Suppression, Fire Prevention and Fire Alarm/Communications. The following conditions shall apply:

(a) The EMPLOYEE must possess the necessary qualifications to perform/receive the available work/training.
(b) Within Fire Suppression, Fire Prevention and Fire Alarm/Communications some assignments may extend beyond one day.

(c) All Out of Division overtime shall first be offered In-division, where applicable.
(d) All Out of Division work shall be on a voluntary, case by case basis.
(e) A check box system will be used and the opportunities offered will be recorded if worked, offered, or unavailable.
(f) Out of Division lists will be in order of department seniority and will be reset each year with the exception of sitting Concord members of the regional Hazardous Materials team which normally carry over year to year.
(g) Sign up for Out of Division lists shall open 1/1 and close 1/31, becoming effective annually on 3/1.
(h) Out of Division Qualifications and Lists found in the Administrative Regulation titled Overtime Hiring, shall not be altered without first meeting and conferring with Local 3195

This Article does not preclude administration from requesting on a DD, volunteers for a special project not encompassed by the existing Out of Division lists. Selection for this shall be at the sole discretion of the Fire Chief or his/her designee, but shall not be made in an arbitrary or capricious manner.

Article XVII

SUBSTITUTIONS

Section 1. General. EMPLOYEES recognize that primary employment responsibility is to the City and the requirement that they adhere to established work schedules. However, it is permissible for mutually qualified EMPLOYEES to substitute for one another subject to the approval of the Fire Chief or their designee.

1. Requests for substitutions must be made by the EMPLOYEE in writing at least (24) hours in advance and on a form provided by the EMPLOYER. In verifiable emergency situations where routing the written request within the deadline is not possible, requests may be made by telephone to the Fire Chief or their designee, subject to the Department's Administrative Regulations.
2. Substitutions shall be repaid within twelve months from when they occurred.
3. Substitutions shall not result in any additional costs to the EMPLOYER.
4. Substitutions for the purposes of outside employment or business activity are prohibited. For purposes of this subsection, Military Leave or an official call-up for Forest Service firefighters by the NH Division of Forest and Lands shall not be considered outside employment or business activity. Substitutions for Forest Service duty shall be at the sole discretion of the Fire Chief.
5. At no time shall hours worked by the substitute EMPLOYEE be used in computation of overtime wages.
6. Substitutions shall not involve monetary exchanges, except those requested by the UNION for the specific purpose of conducting official UNION business. Monetary exchanges include but are not limited to direct cash payments.

7. Except in verifiable emergency situations, substitutions shall not be taken during periods of training required for mandatory certifications. It will be the EMPLOYEE'S responsibility to make up any other type of training provided during the substitution.
8. Long term Acting Officers from Local 1045 IAFF may substitute with other Officers. Such substitutions must be repaid before the Acting period ends.
9. Battalion Chiefs and long-term acting Battalion Chiefs may swap with employees who have completed the Department Mentoring Program and are either on the current BC promotional roster or hold the rank of Captain.

Section 2. Indemnification. The UNION recognizes that the EMPLOYER does not guarantee that the EMPLOYEE will be repaid for time they have substituted and that it is the personal obligation of the EMPLOYEES involved. Therefore, the UNION shall save the EMPLOYER harmless against any and all claims, demands, and suits that shall arise out of, or by reason of any other provisions of this Article.

Article XVIII

WAGES

Effective the first pay period following 7/01/2015, all employees shall receive a 2.5% cost of living adjustment. Such adjustment shall be applied to Attachment 1A, Wage Schedule for an across the board increase.

Effective the first pay period following 7/01/2016, all employees shall receive a 2.5% cost of living adjustment. Such adjustment shall be applied to Attachment 1A, Wage Schedule for an across the board increase.

Effective the first pay period following 7/01/2017, all employees shall receive a 2.5% cost of living adjustment. Such adjustment shall be applied to Attachment 1A, Wage Schedule for an across the board increase.

Article XIX

INSURANCE

Section 1. General. The following shall be effective through 6/30/16:
The EMPLOYER will provide EMPLOYEES with points (dollars) to either purchase health insurance or to be utilized in making purchases from the optional portions of the City's Beneflex (flexible benefits) program.

These points (dollars) will be based upon the health insurance plan designations:

One Person, Two Person, and Family Plan. Individual EMPLOYEE point allocations shall be determined by the Plan for which the EMPLOYEE is eligible.

Premium contributions will be based on the Harvard Pilgrim HMO 500 Plan with $25.00 co-pay or a substantially equivalent plan. Any change to a substantially equivalent plan must be made by mutual agreement of both parties. Such mutual agreement shall not be unreasonably withheld.

The point allocation contributed by the EMPLOYER for July 1, 2014 was 8,665 for a One Person Plan, 17,368 for a Two Person Plan and 24,923 for a Family Plan.

Effective with the new Beneflex sign up period in 2014 and continuing until the execution of another agreement the EMPLOYER'S contribution will be adjusted using the formula listed below:

Change in Employers Contribution = [(New HMO 500 Rate - Current HMO 500 Rate) x .88947]

Any costs above this ceiling shall be contributed by the EMPLOYEE. Contributions of both parties are cumulative year to year.

The following shall be effective commencing 7/1/16:

Effective 7/1/16, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for the HMO 500 plan eligible for and chosen by the EMPLOYEE. In the event the EMPLOYEE is eligible for and chooses a more expensive plan, the EMPLOYEE will be responsible for any costs above this ceiling. In the event that a plan becomes available that is less expensive than the HMO 500 plan and the employee chooses that plan, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for that less expensive plan.

Effective 7/1/16, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for the dental plan eligible for and chosen by the EMPLOYEE.

In the event an employee chooses to not receive health insurance from the EMPLOYER, the EMPLOYEE shall be awarded opt out dollars as determined by the EMPLOYER. In the event an employee chooses to not receive health insurance but chooses to receive dental insurance from the EMPLOYER, the cost of the dental insurance premium paid for by the EMPLOYER shall be reduced from the opt out dollars awarded.

The EMPLOYER reserves the right to change or provide alternate insurance carriers as the EMPLOYER deems appropriate so long as the new coverage and benefits are substantially equivalent to the plan it is replacing. Any change to a substantially equivalent plan must be by mutual agreement of both parties. Such mutual agreement shall not be unreasonably withheld.

Section 2. Beneflex: EMPLOYEES who elect to participate in the Beneflex Program will remain in Beneflex for the duration of this agreement except in the event the Union notifies the EMPLOYER in writing that it no longer wishes to participate in the Beneflex Program. In such an event all EMPLOYEE benefits shall revert to applicable contract articles and none of the Beneflex benefits shall apply. In any event, there shall be no duplication of benefits.

2.1 The EMPLOYER'S Beneflex Program is a matter of City policy and is not a part of this Agreement, nor shall any benefits provided under the Beneflex Program be otherwise provided for within this Agreement. Any matter, any issue, or any question concerning the content or the administration of the City's Beneflex Plan remains within the sole discretion of the City and any review or resolution of those matters will be accomplished through the applicable City procedures and forums.

Section 3. Non-Beneflex If the UNION chooses not to participate in the Beneflex Program the EMPLOYER agrees to provide one group health insurance alternative from Harvard Pilgrim. Benefits

shall be substantially equivalent to the Harvard Pilgrim POS, the Harvard Pilgrim PPO Plan or a mutually agreeable HMO. The increased employee cost by switching will not exceed 5% of the premium of the similar Beneflex Program in effect at the time in which the Union chooses not to participate, subject to the rules and regulations of such carriers.

Premium contributions shall be as set forth in this Article.

For those EMPLOYEES who do not elect to participate in the Beneflex Program, the following articles shall continue to apply: **Article XXII** **Sick Leave**
Article XXIV **Death Benefit**

Article XX

HOLIDAYS

Section 1. Observed Holidays. The following shall be recognized as paid holidays in accordance with provisions set forth herein:

New Year's Day	Civil Rights Day*	President's Day	Memorial Day
Fourth of July	Labor Day	Columbus Day	Election Day (State) *
Veteran's Day	Thanksgiving Day	Day after Thanksgiving	Christmas

* Non-suppression EMPLOYEES observe an annual floating holiday instead of Civil Rights Day and Election Day.

Section 2. Eligibility.

2.1 EMPLOYEES who work forty-two (42) hours per week (average) shall be compensated ten (10) hours at the EMPLOYEES' regular hourly rate whether they work the holiday or not.

2.2 Non Suppression EMPLOYEES shall receive a day off with pay for each observed holiday.

2.3 Forty-two hour EMPLOYEES working a 40-hour work schedule as a result of Temporary Alternate Duty shall, when scheduled to work on a holiday, be required to take the day off and will not receive that holiday's ten (10) hours of additional pay as referenced in Section 2.1 above.

Article XXI

ANNUAL LEAVE

Section: 1. Annual Leave Schedules. An EMPLOYEE'S paid annual leave shall be determined as follows:

1.1 *Suppression Division Accrual Rates*

Period of Employment	Monthly Accrual Rate
0 thru 5 years	9.00 hours/month worked
6 thru 10 years	13.00 hours/month worked
11 thru 15 years	15.00 hours/month worked
16 thru 20 years	18.00 hours/month worked
21 thru 25 years	20.00 hours/month worked
Over 25 years	22.00 hours/month worked

1.1.1 Accumulation - Suppression. Accumulation of annual leave is limited to:
0 - 5 years = 264 hours maximum

6 - 10 years = 384 hours maximum
11 - 15 years = 444 hours maximum
16 - 20 years = 540 hours maximum
Over 20 years = 600 hours maximum

1.2 *Non-Suppression Divisions Accrual Rate*

Period of Employment	Monthly Accrual Rates
0 thru 5 years	8 hours/month worked
6 thru 10 years	10 hours/month worked
11 thru 15 years	12 hours/month worked
16 thru 20 years	14 hours/month worked
21 thru 25 years	16 hours/month worked
Over 25 years	16.67 hours/month worked

1.2.1. Accumulation - Non-Suppression. Accumulation of annual leave is limited to:
0 - 5 years = 223 hours maximum
6 - 10 years = 322 hours maximum
11 - 15 years = 371 hours maximum
16 - 20 years = 446 hours maximum
Over 20 years = 495 hours maximum

EMPLOYEES are responsible to manage their annual leave and as such there is no accrual or payment for loss of annual leave beyond the maximum accrual.

Section 2. Unscheduled Annual Leave, Suppression Bureau.

(a) The following language shall be effective during the timeframe that the "11 and 13 hour" shift model is in force.

Effective 7/1/15, each EMPLOYEE shall be granted four (4) unscheduled annual leave opportunities ("super annuals") per fiscal year, regardless of predicted staffing.

Effective 7/1/17, each EMPLOYEE shall be granted five (5) unscheduled annual leave opportunities ("super annuals") per fiscal year, regardless of predicted staffing.

Said super annual leave may be taken at a minimum of four hours and thereafter, for actual annual time used (in quarter hour increments). The usage of said leave taken at a four hour minimum and thereafter as actual annual time used shall be for a trial period commencing on July 1, 2015. The parties agree to meet and confer at a mutually agreeable time between July 1, 2017 and August 1, 2017 to discuss the continued usage of said leave with a four hour minimum and then as actual annual time used. The City reserves the sole discretion to discontinue the usage of said leave as actual time used based on its evaluation of usage and operational issues. In the event that such incremental use is discontinued, then following the discontinuation, if said leave is taken in less than a full shift allotment, it shall be counted as a whole opportunity. The meeting shall take place in accordance with Article IV of the Collective Bargaining Agreement.

(b) The following language shall be effective during the timeframe that the "24 hour" shift model is in force.

Effective 7/1/15, each EMPLOYEE shall be granted four (4) work periods of unscheduled annual leave opportunities ("super annuals") per fiscal year, regardless of predicted staffing.

Effective 7/1/17, each EMPLOYEE shall be granted five (5) work periods of unscheduled annual leave opportunities ("super annuals") per fiscal year, regardless of predicted staffing.

Said super annual leave may be taken at a minimum of four hours and thereafter, for actual annual time used (in quarter hour increments). The usage of said leave taken at a four hour minimum and thereafter as actual annual time used shall be for a trial period commencing on July 1, 2015. The parties agree to meet and confer at a mutually agreeable time between July 1, 2017 and August 1, 2017 to discuss the continued usage of said leave with a four hour minimum and then as actual annual time used. The City reserves the sole discretion to discontinue the usage of said leave as actual time used based on its evaluation of usage and operational issues. In the event that such incremental use is discontinued, then following the discontinuation, if said leave is taken in less than a full shift allotment, it shall be counted as a whole opportunity. The meeting shall take place in accordance with Article IV of the Collective Bargaining Agreement.

Section 3. Additional Annual Leave, Suppression Bureau. EMPLOYEES may be granted, individual, unscheduled, annual days in advance based on predicted staffing levels and on seniority, first come, first serve basis. Approval for said leave requests shall be granted between seven (7) days and the start of said leave. In no case shall said leave be approved greater than seven (7) days in advance.

Annual leave for Fire Department related education shall be granted regardless of staffing levels by pre-approval of the Fire Chief.

Section 4. Scheduled Annual Leave. Choice of Scheduled Annual leave for the Fire Suppression Division shall be granted by Battalion by Department seniority as provided by Department Standard Operating Procedure and all employees will be allowed to take up to their maximum accumulation, if taken in (4 shift) vacation periods. The Annual leave period shall be exclusive of the Christmas - New Years period as defined by the Fire Chief.

Section 5. Emergency Annual Leave. EMPLOYEES may be granted emergency annual leave of up to four days at the sole discretion of the Fire Chief or their designee to address such verifiable things as family emergencies.

Article XXII

SICK LEAVE

Section 1. Rate of Accrual. A total of one and one-quarter (1 1/4) sick days shall accrue to an EMPLOYEE for each calendar month worked. Sick day accrual time shall be allocated as follows:

(a) 1/2 of a day per month shall be credited to the EMPLOYEE'S Sick Leave Account, accruable to 10 days maximum.

(b) 3/4 day per month shall be credited to the EMPLOYEE'S Extended Sick Leave Account, accruable to 80 days maximum.

(c) Effective July 3, 1988 the maximum accrual in part (a) above shall be 15 days and in part (b) above it shall be 75 days. Persons with accruals in excess of 75 days when this change occurs shall have the extra days credited to their sick leave account. **For those covered under Beneflex section 1 of this article shall not apply.**

Section 2. Accounting.

(a) Authorized sick leave absences of up to 3 days shall be deducted from an EMPLOYEE'S Sick Leave Account.

(b) Commencing with the 4th day of an authorized sick leave absence under this Article deductions shall be made against an EMPLOYEE'S Extended Sick Leave Account.

(c) In the event an EMPLOYEE'S Extended Sick Leave Account is exhausted, sick leave absences shall be deducted from any remaining accrual in the EMPLOYEE'S Sick Leave Account.

(d) In the event an EMPLOYEE'S Sick Leave Account or the Extended Sick Leave Account has the maximum accrual the one and one-quarter (1 1/4) day sick leave credit shall be applied in whole to the Account that has less than maximum. An EMPLOYEE shall not lose any portion of their sick leave credit per month until both accounts are at maximum.
For those covered under Beneflex section 2 of this article shall not apply.

Section 3. Authorized Uses. Sick Leave shall not be considered a privilege to be used at an EMPLOYEE'S discretion, but shall be allowed only in case of necessity and actual sickness and disability of the EMPLOYEE or because of serious illness in the EMPLOYEE'S immediate family or to meet dental appointments, to take physical examinations or other essential preventive medical measures. All medical appointments shall be scheduled during non-work hours to the extent possible. In the event that a medical appointment must be scheduled during an employee's work shift, a minimum of two weeks notice for scheduled medical appointments shall be required with the exception of verifiable emergencies. When sick leave is used due to illness in the immediate family, use of such leave shall not exceed three (3) days at any one time.

"Immediate family" shall include only the EMPLOYEE'S spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, child, step-child, foster child, grandchild or any other relative living in the same household.

Section 4. On Duty Injury. EMPLOYEES who are disabled by injury in the performance of duty may use accumulated sick leave at the rate of one-third (1/3) day for each day absent to make up the difference between the amount paid by Worker's Compensation and the EMPLOYEE'S net wage. After the 30th work day of such disability, the difference between the amount paid by Worker's Compensation and the EMPLOYEE'S net wage shall be paid by the EMPLOYER with no deduction from any sick leave account for the next 90 work days. Thereafter sick leave may once again be used to supplement the Worker's Compensation payment up to net wage until all sick leave accounts are exhausted.

All sick leave taken as a result of a disability incurred in the line of duty shall be taken from the Extended Sick Leave Account until exhausted and then shall be taken from the Short Term Account.

For those covered under Beneflex this section shall not apply.

Section 5. Application to Outside Employment. Use of sick leave shall not be permissible for illness or injury resulting from employment with another employer.

Section 6. Severance Pay. An Employee who retires from the City having completed at least ten (10) years of creditable City service with the New Hampshire Retirement System and who has applied to receive retirement payments from that system shall be eligible for a severance payment according to the following formula.

Severance Pay Formula

Deduct the number of sick leave days used during an Employee's last two (2) years of employment from the Number 30 and apply the balance to the payment formula below. The Base for calculations in 2015 shall be 250 dollars, and shall go into effect on July 1, 2015. This base shall be indexed to the annual across-the-board wage increases granted to non-contractual Employees.

Years of City Service	Payment Formula
10 years thru 14 years	.50 * Current Base * number of days
15 years thru 19 years	.75 * Current Base * number of days
20 years and over	Current Base * number of days

In no case shall the amount paid per day exceed the Employee's standard daily rate. Consecutive sick leave days used involving more than three days shall be computed as single events for purposes of calculating this benefit.

During the timeframe that that the "24 hour" shift model is in force, the term "day" as used in this section shall mean "work period."

Article XXIII
BEREAVEMENT LEAVE

Section 1. General. In the event of death in the Immediate Family, the EMPLOYEE shall be granted up to 4 days paid leave of absence to make household adjustments or to attend funeral services. "Immediate Family" is defined in the Sick Leave Article of this Agreement.

During the timeframe that that the "24 hour" shift model is in force, the term "day" as used in this section shall mean "work period."

Article XXIV
DEATH BENEFIT

Section 1. Death Benefit. If an EMPLOYEE shall die from any cause, other than self employment or employment for another employer, while in City service the City shall pay a sum equivalent to the EMPLOYEE'S annual salary to their designated beneficiary subject to the rules and regulations governing this benefit.

For those covered under Beneflex this section shall not apply.

Article XXV
UNION BUSINESS

Section 1. Union Business Leave. With approval of the Fire Chief, the President, Vice President, Secretary and Treasurer of the UNION or their designated representatives shall be entitled to a combined total of ninety six (96) hours leave with pay per calendar year for official UNION business and conventions. The following conditions shall apply to such UNION Business Leave under this Article:

(a) Requests for leave shall be made to the Fire Chief by the President, Vice President, Secretary or Treasurer at least 24 hours in advance.
(b) No more than two (2) UNION Officers shall be granted such leave at any one time.
(c) UNION Business Leave shall be charged in one half (1/2) day increments.

Section 2. Additional Union Business Leave. An additional thirty six (36) hours may be granted at the discretion of the Fire Chief provided such leave does not necessitate overtime, call-back or other expenses to the EMPLOYER and shall be taken in whole day increments.

Section 3. Involvement in Negotiations. An EMPLOYEE who is acting in an official capacity as a member of a negotiating committee of the UNION during their scheduled working hours, and while actually negotiating with the City Manager or their designated representative, shall be entitled to leave with pay which shall be limited to three (3) EMPLOYEES.

3.1 Should an EMPLOYEE be eligible for overtime which would occur in whole or in part during a designated time of contract negotiations or while taking part in negotiations; the EMPLOYEE (s) shall be passed over for that overtime opportunity unless they notify the hiring officer within two (2) hours of the scheduled overtime opportunity that he will be available to work it at the appointed time. For purposes of this section the swapping of overtime is permissible.

Section 4. Duty Hours and City Facilities. The internal business of the UNION shall be conducted during non-duty hours. Use of EMPLOYER'S facilities shall be allowable by permission of the Fire Chief. Requests to use the EMPLOYER'S facilities shall be made at least twenty four (24) hours in advance of said business meetings. Such meetings shall not entail the use of City vehicles, equipment or any other cost to the EMPLOYER.

Article XXVI
LAYOFF AND RECALL

Section 1. Layoff Notification. In the event of a layoff, the Fire Chief shall notify the affected EMPLOYEE in writing at least fifteen (15) days prior to the effective date of such action stating the reasons for such layoff.

Section 2. Order of Layoff. Layoffs shall occur in the following order by job classification and work division involved:

(a) Temporary Employees
(b) Probationary Employees (New Hires)
(c) Permanent Employees

Permanent EMPLOYEES shall be laid off in the inverse order of seniority by classification and the division involved, with bumping rights as follows: The most junior person in the classification where the layoff occurs shall be removed but may bump the most junior person in a classification of equal or lower labor grade for which they are qualified provided they have more department seniority. A person who is so bumped may in turn bump the most junior person in classification of equal or lower labor grade for which they are qualified provided they have more department seniority. This method shall be followed until opportunities in the UNION are exhausted.

Section 3. Order of Recall. EMPLOYEES shall be called back by inverse order of layoff.

Section 4. Stipulations. A laid off EMPLOYEE shall be eligible for recall if the recall notice is issued within twelve (12) months from the date of layoff. If, during the (11th) month of lay off, the laid off EMPLOYEE submits a written request to the Fire Chief to remain on the recall list then the EMPLOYEE shall remain on the list for an additional twelve (12) months. An EMPLOYEE may remain on the recall list for an additional twelve (12) months by making such a request in writing to the Fire Chief during the twenty third (23rd) month of lay off. Nothing in the Article shall be construed to eliminate the requirement of recalled EMPLOYEES to continue to meet job qualifications. Failure by an EMPLOYEE to report to work in accordance with the provisions of recall shall result in loss of all rights of recall.

Section 5. Notification of Recall. EMPLOYEES who are eligible for recall shall be sent a recall notice by registered mail. The EMPLOYEE must notify the Fire Chief within three (3) working days after receiving the notice of recall of their intention to return to work. Failure by the EMPLOYEE to so notify the Fire Chief shall represent a decision not to accept the recall. The EMPLOYER shall be deemed to have fulfilled its obligations under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the EMPLOYEE. It shall be the obligation and responsibility of the EMPLOYEE to immediately notify the Fire Chief of any changes in mailing address during the twelve (12) month period from layoff provided by this section, or extension thereof.

Section 6. Return to Bargaining Unit. An EMPLOYEE who has been promoted out of this bargaining unit, from within this bargaining unit, whose position has been eliminated, may assume any vacant position within the bargaining unit, for which that person is qualified, providing that all promotional rosters within the bargaining unit shall first be exercised resulting in the available vacancy being the lowest classification available.

Article XXVII
EDUCATIONAL BENEFITS

Section 1. Payment for Non-Required Courses (Schools of Higher Learning and Other Fire Department Related Courses). The EMPLOYER shall reimburse ½ of cost up to a $750.00 limit per fiscal the cost of tuition or fee, if any, for non-required, Fire Department related courses taken by EMPLOYEES at Schools of Higher Learning or other Fire Department related courses, certifications, schools, seminars or licensing, and approved in accordance with this Section.* The reimbursement of such costs or tuition shall be within budgeted funding and not to exceed the maximum amount as determined by the budget process. All courses eligible for payment under this section shall:

1. Be reviewed and approved by the Fire Chief or designee prior to enrollment.
2. Be initiated and completed while in the employ of the Fire Department.
3. Be completed with sufficient evidence to the Fire Chief or designee of a grade of "B" or better, or passing grade in ungraded courses, etc.
4. Be attended on the EMPLOYEE'S own time.**

A special effort shall be made by the EMPLOYER to allow EMPLOYEES who wish to attend Fire Department related courses to do so. The EMPLOYEE shall submit a request for the course to the EMS Professional Standards Officer and upon approval complete a Travel/Training submission, if required. The Fire Chief and the designated EMS Professional Standards Officer shall determine approval and expenses allowed, if any, and process a request for reimbursement upon successful completion. Any rejections and/or denials shall be subject to appeal to the Fire Chief.

EMPLOYEE'S may be allowed to utilize annual time in four (4) hour blocks to attend courses at bona-fide schools of higher learning when enrolled in a degree program subject to the approval of the Fire Chief.

* This section does not apply to EMPLOYEE(S) selected and sent to the department sponsored Paramedic Program by the EMPLOYER, which is at the sole discretion of the Fire Chief.

**The EMPLOYER reserves the exclusive right to determine whether or not to allow on-duty EMPLOYEE(S) time off to attend such courses.

Section 2. Payment for Required Courses (Off-Duty). The EMPLOYER shall provide the cost of tuition or fee, if any, the cost of licensing, if any, and compensation per Article XIV, Sections 4 & 7, for required courses, certifications, schools, or seminars which are not issued by the EMPLOYER or provided on-duty, when taken by EMPLOYEES and approved in accordance with this Section. The EMPLOYEES are responsible for attending sufficient off-duty opportunities to maintain their certifications and, for completing and submitting the required applications to the Department authority, and for keeping track of pertinent training on a Department supplied verification of training form. All courses, certifications, schools, or seminars, eligible for payment under this section shall:

1. Be sponsored by the EMPLOYER.
2. Be required by the proper authority with legal jurisdiction in order to maintain the EMPLOYEE'S current position, excluding motor vehicle licenses and similar occupational preconditions of employment. (In the event a Commercial Driver License is required by the proper authority with legal jurisdiction, the Department will provide the necessary training and equipment necessary to acquire the license, however, the license will still be excluded from payment under this subsection.)

In the event that such course, certification, school, or seminars sponsored or required, but not provided at the EMPLOYER'S facilities, takes place in part or in total during on-duty time, arrangements will be made by the EMPLOYER, for the EMPLOYEE(S) to have time off with pay, or to provide attendance by alternative means. No deductions from an EMPLOYEE'S Sick or Annual time shall result from attendance at such courses, certifications, schools or seminars. The provisions of this Section shall not prohibit the EMPLOYER from instituting on-duty training or testing for required courses.

Section 3. On-Duty Training, Testing (Required Courses). The EMPLOYER'S provision of on-duty training and/or testing opportunities for the maintenance of any required certifications such as EMT, EMT-I, EMT-P, etc. shall preclude the EMPLOYER from having to pay expenses related to such training and/or testing taken by the EMPLOYEES during off-duty hours when they were available during on-duty hours. The EMPLOYEES are responsible for attending sufficient on-duty opportunities to maintain their certifications and for processing the related forms.

Section 4. Information Sharing, Instruction. Officers attending any courses, schools, or seminars sponsored or supported by the City may, at the discretion of the Fire Chief, be required to share the data, information, and learning experience they obtained with the Department personnel in a format and time period determined by the Fire Chief after consultation with the attending Officer(s). Officers attending Train-the-Trainer courses, schools, or seminars will be required to instruct Department personnel in courses, schools, or seminars for which they have become a Trainer in the format required by the courses, schools, or seminars.

Section 5. Professional Development.

5.1. The EMPLOYER will make available up to 24 hours of voluntary, additional, off-duty professional development, per suppression EMPLOYEE, per fiscal year.

5.2. The EMPLOYER will make available up to 16 hours of voluntary, additional, off-duty professional development, per non-suppression EMPLOYEE, per fiscal year.

5.3. For purposes of this section, the EMPLOYEE shall obtain prior approval from the EMPLOYER to attend the professional development. The EMPLOYER does not have any responsibility to provide, host or facilitate courses for this professional development.

Article XXVIII

HEALTH AND SAFETY

Section 1. General. The UNION recognizes the right of the EMPLOYER to provide for safe and sanitary working conditions, as well as the safe, sanitary, and efficient conduct of City business. The EMPLOYER recognizes the right of the UNION to consult with the EMPLOYER and to make recommendations on matters of safety. Accordingly, minutes of the meetings of any UNION safety committee shall be forwarded to the Fire Chief. Likewise, any recommendations as to safety matters to be made by the UNION shall be submitted to the Fire Chief in writing.

Section 2. Safety Committee. There will be a department safety committee. CFOA Local 3195 shall have two (2) members (appointed by the President of the Local) on the department safety committee. The Safety committee will meet on a voluntary basis at no cost to the City.

Section 3. Protective Clothing. The EMPLOYER shall provide to each EMPLOYEE who performs fire ground duties, including Fire Alarm and Fire Prevention Personnel, all articles of protective firefighting clothing which are required by the EMPLOYER provided said articles are unique to the fire service and not suitable for off-duty wear.

Section 4. Work Uniforms – The EMPLOYER shall provide safety boots, or a predetermined cash reimbursement for the purchase of approved safety boots. The EMPLOYER shall provide all articles of work uniforms and equipment which are required by the EMPLOYER provided said articles are unique to the fire service and not suitable for off-duty wear.

Section 4.a – Uniform type and allotment- The EMPLOYER shall provide to all members of the Local, a Total of Ten (10) Polo shirts, short and long sleeved of the Employee's choice. Two (2) 100% Cotton Job shirts (sweatshirts) with similar markings, and Four (4) pairs of FR or Nomex pants. The Uniform shirts and Job shirts will have the employee's Rank identified. An inclement weather jacket shall be provided. Section 4.b - Uniform Replacement - The EMPLOYER will repair or replace all polo shirts, Job shirts, Pants, and Safety boots as needed to maintain the quantity described in section 4.a. The item needing repair or replacement will be turned in at that time. All department issued garments, including Polo shirts, may not be worn while off duty except when travel from or to a Department function.

Section 4.c. - Uniform Cleaning - The EMPLOYER shall provide a commercial grade washer and dryer (substantially equivalent to that which exists) at each station and shall keep and maintain them at all times. The City will provide appropriate washing detergents for use in these washers.

Section 4.d. - Uniform Wear - The issued Polo shirt will be the official outerwear uniform. The wearing of an issued Job shirt (sweatshirt) over the issued Polo shirt is at the EMPLOYEES discretion. It shall be at the EMPLOYEES discretion whether to wear the long or short sleeved Polo shirt. A Mock neck shirt and Tee shirt that are approved by the EMPLOYER and purchased at the EMPLOYEES expense may be worn as an undergarment.

Section 5. - Class B Uniform - The City shall provide one (1) long-sleeved and one (1) short-sleeved button down uniform shirt to be worn at the EMPLOYERS discretion.

Section 6. - Dress Uniforms - Newly promoted members, the EMPLOYER shall arrange to have new rank altered on Jacket and appropriate brass and bell cap ordered no later than Sixty (60) days after date of promotion.

Section 7. Repair and Cleaning. All articles which are damaged in the line of duty shall be repaired by the EMPLOYER. Normal, routine cleaning shall be the responsibility of the EMPLOYEE.

Section 8. Items To Be Returned. EMPLOYEES, at the time of termination of employment, are required to return all articles of Protective Firefighting Clothing, Work Uniforms, Dress Uniforms and Equipment which were provided by the EMPLOYER. Retiring EMPLOYEES are permitted to keep their dress uniform.

Section 9. Smoking.

a. The UNION and the EMPLOYER agree that all Employees entering a bargaining unit covered position after 7/1/05 shall not smoke on duty. The UNION and the EMPLOYER agree that no tobacco products of any kind shall be used by Employees hired after 7/1/15.

b. Further, the UNION and the EMPLOYER agree that no Employee shall smoke on the scene of an emergency.

Section 10. Wellness Fitness. Employees shall participate in the Wellness program per Attachment # 3.

Article XXIX
COMMUNICATIONS TO EMPLOYEES

Section 1. Copies of Agreement. The EMPLOYER shall provide the UNION with three (3) copies of this Agreement within a reasonable time following its ratification and signing.

Section 2. Department Rules and Regulations. The EMPLOYER agrees to provide a set of current Concord Fire Department Standard Operating Procedures/Guidelines and Administrative Regulations electronically. Changes to such Standard Operating Procedures/Guidelines and Administrative Regulations shall normally be published electronically at least ten (10) calendar days prior to becoming effective.

Article XXX
EMPLOYEE RIGHTS

Section 1. Transportation, Station-to-Station. The EMPLOYER will provide transportation, if necessary, from one station to another station for any EMPLOYEE who has been temporarily detailed from one station to another station during their tour of duty.

Section 2. Housekeeping Duties.

2.1 EMPLOYEES shall supervise, oversee and where necessary assist with Housekeeping, Tools and Equipment, Vehicle, and Training Ground duties.

2.2 The EMPLOYER will make efforts to provide reasonable training on new technology.

2.3 The provisions of this section do not represent an all-inclusive list of work performed.

Section 3. Volunteer Services. EMPLOYEES shall not be compelled to volunteer their services without pay while off-duty.

Section 4. Liability and Indemnification. The EMPLOYER agrees pursuant to New Hampshire RSA 31:105 to indemnify and save harmless for loss of damage any EMPLOYEE from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property if the indemnified person at the time of the accident resulting in the injury, damage or destruction was acting in the scope of their employment.

Section 5. Access to Personnel Files. All personnel files and records pertaining to an EMPLOYEE'S employment including such things as conduct, character and service shall be available for their personal inspection between the hours of 7:00 A.M. and 5:00 P.M. daily with the exception of weekends and holidays.

Article XXXI
FINAL RESOLUTION

Section 1. General. The Agreement expressed herein, in writing, constitutes the entire Agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

Article XXXII
SEVERABILITY

Section 1. General. The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall be held to be invalid or unconstitutional by a court of law with jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of the Agreement, but they shall remain in effect, it being the intent of the Parties that this Agreement shall stand notwithstanding the invalidity of any part. Upon such invalidation, the Parties agree to meet and negotiate in good faith such sections, subsections, sentences, clauses or phrases affected.

Article XXXIII
DEFINITIONS

Section 1. Definitions' Function. Unless otherwise specifically stated in the context of an Article, the definitions of terms contained herein will govern the usage and interpretation of these terms through the Agreement.

DEPARTMENT shall mean the Fire Department of the City of Concord.

DEPARTMENT HEAD shall mean the executive supervisor of the Fire Department or designee.

DIVISION shall mean those divisions of the Fire Department as specified below:

(a) Fire Alarm Traffic/Communications Division
(b) Fire Prevention
(c) Fire Suppression and Emergency Medical Service

EMPLOYEE shall mean any person permanently employed by the City of Concord on a full time basis and occupying any of the positions recognized in Article II, RECOGNITION, of this Agreement.

EMPLOYER shall mean the City of Concord, New Hampshire as set forth in Article I, PREAMBLE, of this Agreement.

NET WAGE shall mean regular weekly wage minus the mandatory deductions.

UNION shall mean the Concord Fire Officer's Association as set forth in Article II, RECOGNITION, of this Agreement.

Article XXXIV

DURATION OF AGREEMENT

Section 1. Duration. This agreement as executed by the parties shall take full force and effect beginning July 1, 2015 and ending at 11:59 P.M. on June 30, 2018.

Section 2. Renegotiation. Renegotiation of this agreement will commence by January 10, 2018 if written notification is received by December 15, 2017 by one party as required by 273-A, as amended.

IN WITNESS WHEREOF, the parties hereunto caused their names to be hereunto affixed and to a duplicate hereof by the duly authorized officers, as of the 24 day of June, 2015. Both such copies shall be considered originals.

Witness:

The City of Concord

By:

Witness:

The Concord Fire Officers Association

Local #3195, IAFF

By:

ATTACHMENT 1A- Wage Schedule

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
18	$22.60	$23.17	$23.76	$24.34	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74
40 Hr.	$904.00	$926.80	$950.40	$973.60	$998.80	$1,023.60	$1,048.80	$1,074.80	$1,101.60	$1,129.60	$1,157.60	$1,186.40	$1,216.40	$1,246.40	$1,278.40	$1,309.60
ALSO	$47,008.00	$48,193.60	$49,420.80	$50,627.20	$51,937.60	$53,227.20	$54,537.60	$55,889.60	$57,283.20	$58,739.20	$60,195.20	$61,692.80	$63,252.80	$64,812.80	$66,476.80	$68,099.20
19	$23.76	$24.34	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74	$33.57	$34.39
40 Hr.	$950.40	$973.60	$998.80	$1,023.60	$1,048.80	$1,074.80	$1,101.60	$1,129.60	$1,157.60	$1,186.40	$1,216.40	$1,246.40	$1,278.40	$1,309.60	$1,342.80	$1,375.60
FATS	$49,420.80	$50,627.20	$51,937.60	$53,227.20	$54,537.60	$55,889.60	$57,283.20	$58,739.20	$60,195.20	$61,692.80	$63,252.80	$64,812.80	$66,476.80	$68,099.20	$69,825.60	$71,531.20
20	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74	$33.57	$34.39	$35.26	$36.15
40 Hr.	$998.80	$1,023.60	$1,048.80	$1,074.80	$1,101.60	$1,129.60	$1,157.60	$1,186.40	$1,216.40	$1,246.40	$1,278.40	$1,309.60	$1,342.80	$1,375.60	$1,410.40	$1,446.00
LSO/Com Sup	$51,937.60	$53,227.20	$54,537.60	$55,889.60	$57,283.20	$58,739.20	$60,195.20	$61,692.80	$63,252.80	$64,812.80	$66,476.80	$68,099.20	$69,825.60	$71,531.20	$73,340.80	$75,192.00
18	$22.60	$23.17	$23.76	$24.34	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74
42 Hr.	$949.20	$973.14	$997.92	$1,022.28	$1,048.74	$1,074.78	$1,101.24	$1,128.54	$1,156.68	$1,186.08	$1,215.48	$1,245.72	$1,277.22	$1,308.72	$1,342.32	$1,375.08
LT.	$49,358.40	$50,603.28	$51,891.84	$53,158.56	$54,534.48	$55,888.56	$57,264.48	$58,684.08	$60,147.36	$61,676.16	$63,204.96	$64,777.44	$66,415.44	$68,053.44	$69,800.64	$71,504.16
19	$23.76	$24.34	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74	$33.57	$34.39
42 Hr.	$997.92	$1,022.28	$1,048.74	$1,074.78	$1,101.24	$1,128.54	$1,156.68	$1,186.08	$1,215.48	$1,245.72	$1,277.22	$1,308.72	$1,342.32	$1,375.08	$1,409.94	$1,444.38
P/Lt.	$51,891.84	$53,158.56	$54,534.48	$55,888.56	$57,264.48	$58,684.08	$60,147.36	$61,676.16	$63,204.96	$64,777.44	$66,415.44	$68,053.44	$69,800.64	$71,504.16	$73,316.88	$75,107.76
20	$24.97	$25.59	$26.22	$26.87	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74	$33.57	$34.39	$35.26	$36.15
42 Hr.	$1,048.74	$1,074.78	$1,101.24	$1,128.54	$1,156.68	$1,186.08	$1,215.48	$1,245.72	$1,277.22	$1,308.72	$1,342.32	$1,375.08	$1,409.94	$1,444.38	$1,480.92	$1,518.30
Captain	$54,534.48	$55,888.56	$57,264.48	$58,684.08	$60,147.36	$61,676.16	$63,204.96	$64,777.44	$66,415.44	$68,053.44	$69,800.64	$71,504.16	$73,316.88	$75,107.76	$77,007.84	$78,951.60
21	$27.54	$28.24	$28.94	$29.66	$30.41	$31.16	$31.96	$32.74	$33.57	$34.39	$35.26	$36.15	$37.06	$37.97	$38.93	$39.89
42 Hr.	$1,156.68	$1,186.08	$1,215.48	$1,245.72	$1,277.22	$1,308.72	$1,342.32	$1,375.08	$1,409.94	$1,444.38	$1,480.92	$1,518.30	$1,556.52	$1,594.74	$1,635.06	$1,675.38
B/C	$60,147.36	$61,676.16	$63,204.96	$64,777.44	$66,415.44	$68,053.44	$69,800.64	$71,504.16	$73,316.88	$75,107.76	$77,007.84	$78,951.60	$80,939.04	$82,926.48	$85,023.12	$87,119.76

ATTACHMENT 2

CONCORD FIRE DEPARTMENT

VERBAL WARNING

DATE:

Employee Name:_____ Title:_____

Incident(s) giving rise to warning – (dates, times, locations, witnesses, etc.):

Specific Violation – (law, rule, policy, regulation, procedure, directive, lawful order:)

Specific action to follow if Violation(s) persist:

Additional violations will result in further disciplinary action up to and including termination.

Issued by:_____/_____
date

Employee:_____/_____
date

Original to file, copy to employee

ATTACHMENT 3.

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF CONCORD
AND
THE CONCORD FIRE OFFICERS ASSOCIATION
LOCAL 3195, IAFF, AFL-CIO, CLC

CONCERNING THE CITY'S WELLFLEX PROGRAM

Intent

The intent of the Joint Labor Management Wellness/Fitness Program is to have employee's mental and physical health quality the best it can be in order for those employees to effectively meet their personal and work responsibilities, goals, and challenges, both now and into their retirement. Although participation in the Wellflex program is not a condition of employment, it is the intent of the parties for purposes of Worker's Compensation, that an employees participation in the physical fitness portion will be deemed in the course of his/her employment as long as the Administrative Regulation 113.10 as revised is followed.

Overview

Wellflex was created to be a positive process for both the City and its employees through an overall wellness/fitness system by being holistic, positive, rehabilitating, and educational.

Wellness activities include a wide range of health education programs and exercise activities offered either on-site, through a partnership with the City's health insurance carriers and Concord Hospital's Center for Health Promotion, or are available through other approved health education providers statewide.

The components of such a program consist of the following:

- Beneflex education sessions;
- Health risk appraisals – currently every other year;
- Your choice of health education programs;
- Your choice of physical exercise activities;
- On-site health screenings.

Program

All employees shall participate in the City sponsored Wellflex program as issued by the Personnel Department and as identified below.

The following components are compulsory:

- Attend a Beneflex education session.
- Complete a Wellflex Program Registration Form.
  This allows the health insurance carrier to report participation data. No personal health information will be released.
- Participate in at least one on-site health screening.
  No personal results will be shared. The City receives group summary data only.
- Complete 4 units of combined health education programs and exercise activities.
  One unit must be a health education program;
  Two units must include exercise activity;
  One remaining unit is your choice of either health education programs or exercise activities.

The following component is offered every other year:

- Complete a Health Risk Appraisal (HRA).
  Questionnaire is used to assess the employee's current health status, risk factors, and opportunities for behavior modification. It is also used to identify areas for wellness program development.

All program activity must occur within the Wellflex Program Year - employees cannot roll over exercise activity or education credit into the next year.

Confidentiality And Privacy Intentions And Guidelines

It is the intention of the City, the health insurance carriers, and the members of the joint labor-management HBRT to take all appropriate steps to protect and assure the privacy of participant's personal and medical information. This includes but is not limited to: individual responses to surveys, questionnaires, health risk appraisals, on-site health screening results, and specific education or exercise program attendance.

In order to administer Wellflex, the City needs to obtain participation data from the health insurance carriers. This information includes the number and duration of health screenings, education courses, and exercise activities for each participant. The City will receive this information in summary form without releasing individual participant names. The Wellness Team will also need to receive, analyze, and report on the results of surveys and questionnaires, health risk appraisals, on-site health screenings, and other program related information. Steps will be taken to assure that all approved program providers adhere to similar guidelines. Many providers, such as hospitals providing screenings, require releases to be signed prior to participating. Wellflex participants should expect to sign these limited releases as a condition of program participation.

The City requires each Wellflex participant to complete a registration form. This form allows the health insurance carriers to report attendance and participation in their sponsored programs. This form must be signed in order to participate in the elements of the Wellflex Program administered by the health insurance carriers. Each participant will be required to register for the Wellflex Program on an annual basis.

Wellflex: EMPLOYEES participating in the Wellflex Program will remain in Wellflex for the duration of the year they enroll except in the event the Union notifies the EMPLOYER in writing that it no longer wishes to participate in the Wellflex Program.

The Parties agree the EMPLOYER'S Wellflex Program is a matter of City policy and is not a part of this Agreement, nor shall any benefits provided under the Wellflex Program be otherwise provided for within this Agreement. Any matter, any issue, or any question concerning the content or the administration of the City's Wellflex Program remains within the sole discretion of the City and any review or resolution of those matters will be accomplished through the applicable City procedures and forums.

Discipline – (No discipline shall result from failure to complete any elements of Wellflex.)

IN WITNESS WHEREOF, the parties hereunto caused their names to be hereunto affixed and to a duplicate hereof by the duly authorized officers, as of the 24th day of June, ~~2008~~ 2015. Both such copies shall be considered originals.

Witness: The City of Concord

By:

Witness: The Concord Fire Officers Association

Local #3195, IAFF By:

6/24/15