IAFF Local 856 Concessions

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CONFIDENTIAL

1. July 1, 2012 12.5% Employee Contribution on healthcare
2. July 1, 2013 15% Employee Contribution on healthcare
3. Co-Pay's - $20
4. Deductible $100 Single / $200 Family
5. Prescriptions 10/30/50
6. Mail Order (3 months) – 20/60/100
7. Emergency Room - $150
8. Overtime – Fair Labor Standards Act (4 week period)
9. Vacation Buy Back:
    a. 0-5 years @ 0 weeks
    b. 6-10 years @ 1 week
    c. 11-20 years @ 2 weeks
    d. Over 20 @ 10 weeks
10. No Double Dipping on Dental Insurance
11. No Double Dipping on Workers Comp
12. New Hires 20% 250/500 deductible to exclude previous employed members (includes individuals on the call list)

Date: 3/06/12
On motion of Ald. Craig
Seconded by Ald. Ouellette
Voted to ratify and confirm the agreement as presented on February 21, 2012.

Matthew Normand
City Clerk

1. Fire Line Shift Coverage (No intention of minimum staffing)
    a. All line personnel will be assigned to apparatus per the Chief or his Deputy;
    b. Each 4 week cycle the Chief will determine the line staffing;
    c. Shift coverage will be man for man at this level for the 4 week cycle;
    d. Above 45 members per shift, shift coverage will be paid in accordance to FLSA rules. Otherwise Article 11.3 will be used to determine overtime calculation during that 4 week cycle;
    e. If the MFD staffing levels are increased the FLSA rules (reference above in 1d) will increase by one member per shift for every 4 members above 188;
    f. MFD will have the right to mandatory shift coverage based on revere seniority of off going shift;
    g. MFD will hire for sick leave shift coverage on a city-wide basis with qualified personnel.

2. Cola July 1, 2013 1%

3. Cola July 1, 2014 1%

4. Single Shift Vacations

    a. Members ability to use SSV will be unlimited but no more that 4 members per unit;
    b. Scheduling of SSV will remain on a seniority basis until the prior week and after that will be on a first come first serve basis for any unfilled SSV slots until 7am and 4pm respectively of the scheduled shift;
    c. A monetary cap of $150,000 will be applied to any SSV units paid in accordance with Article 11.3. No monetary cap will be used when SSV coverage is paid in accordance with the Fair Labor Standards Act.

5. 6 weeks vacation at 20 years.

6. Buyout of $13,000 from March 1, 2012 to June 30, 2012 (up to 5 individuals). July 1, 2012 – August 2, 2012 (unlimited).

7. $4,000 health insurance buy out

8. Recall rights will be increased to 26 months.

ARTICLE 22
HEALTH & DENTAL INSURANCE

22.1 Effective July 1, 1999 or date of ratification, whichever occurs later, bargaining unit members may enroll in the ~~Blue Cross/Blue Shield Blue Choice Plan II or in the Matthew Thornton Blue Health Plan~~ Blue Choice New England POS Plan or in the Access Blue New England Health Plan.

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22.2 Effective July 1, 1999 the City shall pay ninety-five percent (95%) of Hospital/Medical Insurance premiums for all bargaining unit members enrolled in an HMO and eight-seven and one-half percent (87.5%) of Hospital/Medical insurance premiums for all bargaining unit members enrolled in Blue Cross/Blue Shield Blue Choice Plan II.

Effective July 1, 2012, bargaining unit members will have the option to enroll in the Blue Choice New England POS Plan on a voluntary basis in which case the City will pay eighty-seven and one-half percent (87.5%) of the single, two-person or family premium or in the Access Blue New England Plan, in which case the City will pay up to eighty-seven and one-half percent (87.5%) of the single, two-person or family premium.

Effective July 1, 2013, the City will pay 85% of the premium for the Blue Choice New England POS Plan or the Access Blue New England Plan.

Bargaining unit members hired on or after March 1. 2012, with the exception of the eight (8) former bargaining unit members who are on the Department's recall list as of February 3, 2012, who are eligible for Health Insurance, the City shall pay 80% of the premium. The Blue Choice New England POS Plan and the Access Blue New England Plan will have increased co-pays $250/$500 (single/2 person or family) for inpatient care, outpatient surgery, skilled nursing and rehab facilities.

The City may offer a high deductable health insurance plan accompanied by the establishment of a Health Savings Account (HSA)for each enrolled bargaining unit member with a present contribution of $1,500.00 for an individual and $3,000.00 for a two person or a family plan. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductable benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. Effective July 1, 2012 for bargaining unit members availing themselves of this option

the City shall pay 87.5% of the premium. Effective July 1, 2013 the City shall Pay 85% of the premium. Bargaining unit members will be charged on the basis of a single, two person or family plan irrespective of the single, two person or family plan designation in the plan itself.

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Effective on the date of ratification of this Agreement, the City will pay one thousand five hundred dollars ($1,500.00) annually to any Bargaining Unit Member who terminates his/her existing health insurance coverage under the City/School District's plan and who also provides satisfactory evidence that he/she had valid alternative health insurance coverage elsewhere.

To a bargaining unit member who elects not to receive coverage under any City or School District health insurance plan the City shall pay $4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of $2,000.00. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six month period will receive a pro rata amount based on the next $2,000.00 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.

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~~Effective on the date of ratification of this Agreement, "Blue Choice Plan II" will be replaced by "Blue Choice Plan III." Plan III will be the same as Plan II except the employee's co-pays shall be as follows:~~

~~Option I (PCP) office visit co-pay $10.00 until July 1, 2003: then $15.00~~

~~Option II (direct referral to specialist) office visit - $30.00~~

~~Emergency room visit - $75.00~~

~~Generic prescriptions (one month supply) - $10.00~~

~~Other prescription (one month supply) - $15.00~~

~~Mail order prescriptions (three month supply) - $1.00~~

The following co-pays will apply to both the Blue Choice New England POS Plan and the Access Blue New England Plan:

- Office Visit - $20.00
- Specialist Visit - $20.00
- Chiropractic - $20.00
- Emergency room visit - $150.00
- Inpatient care, Outpatient surgery, skilled nursing or rehab facility - $100/$200 co-pay (single/2 person or family)
- Prescriptions other than mail order (one month supply) - $10/$30/$50 (Generic, Preferred, Premium)
- Mail order prescriptions (three month supply) $20/$60/$100 (Generic, Preferred, Premium)

~~Effective on the date of ratification, the City may place newly hired employees who are eligible for Health Insurance into the Matthew Thornton HMO plan until the next enrollment period following the employee's one year anniversary, at which time those employees may elect to remain in Matthew Thornton or elect to change to Blue Choice.~~

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22.5 The City shall also pay to a member of the Association injured in the performance of his/her duty the difference between his/her regular pay at the time of injury and the amount of Workmen's Compensation benefits to which he/she is entitled, said payments to be in accordance with all applicable State statutes and City Ordinances in effect on January 1, ~~1992~~ 2012. In the event any such State statutes are amended so as to eliminate such payments, such payments shall cease as of the effective date of any such amendment(s).

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22.7 Effective July 1, 1999 or date of ratification whichever occurs later, bargaining unit members who enroll in the Northeast Delta Dental Plan, Coverage C will have eighty-five percent (85%) of the premium paid by the City. The entire premium will be paid for bargaining unit members whose spouse also works for the City.

Effective July 1, 2003, the total yearly maximum will be increased to $1,500.00. Also, effective July 1, 2003, all employees shall be required to pay the employee share of the dental insurance premiums (see Sec. 22.3, above).

In the case where the bargaining unit member has a spouse employed by the City or the School District the bargaining unit member shall be eligible for benefits under the bargaining unit member's plan and shall not receive benefits of any type under his or her spouse's plan.

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VACATION LEAVE

18.1 Effective the date of ratification or July 1, 1999, whichever is the latter, vacation leave policy for the regular Department employees shall be as follows:

(a) Accrual rate for two (2) calendar weeks begins on date of hire.

(b) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.

(c) Accrual rate for four (4) calendar weeks begins at the beginning of fifteen (15) years of continuous service.

(d) Accrual rate for five ~~(5)~~ (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

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18.3 Upon termination of employment with the Department of a permanent employee, said employee shall receive a lump sum payment for unused accumulated vacation leave. Said payment to be computed by multiplying the number of unused accumulated vacation leave days times one fifth (1/5) of said employee's normal week's pay. ~~The maximum vacation leave which may be accumulated for the purpose of determining the lump sum payment upon termination of employment referred to above shall be in accordance with the provisions of the City of Manchester Classification and Compensation Plan.~~ The maximum vacation leave which may be accumulated for the purpose of determining the lump sum payment upon termination of employment referred to above shall be fifty (50) days.

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18.6 Maximum vacation accrual. Effective upon the ratification date of this agreement, no employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation time, i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty (20) days earned vacation to his/her credit at any time; employees who earn fifteen (15) days of vacation per year shall have no more than thirty (30) days earned vacation per year to his/her credit at any time; employees who earn twenty (20) days of vacation per year shall have no more than forty (40) days earned vacation to his/her credit at any time; employees who earn ~~twenty five~~ thirty(~~25~~) (30)days of vacation per year shall have no more than ~~fifty~~ sixty(~~50~~) (60)days earned vacation to his/her credit at any time.

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~~**18.7** Vacation Buyback - Employees may request and receive a buyback of their vacation time at straight time in one week blocks.~~

Vacation buyback - Bargaining unit members with less than five (5) years of continuous service shall not receive a buyback of their vacation time.

(a) Bargaining unit members with five (5)plus years to ten (10) years of completed continuous service may request and receive a buyback of their vacation time at straight time in one (1) week blocks for a maximum of one (1) week in any City fiscal year.

(b) Bargaining unit members with ten (10) plus years to twenty (20) years of completed continuous service may request and receive a buyback of their vacation time at straight time in one (1) week blocks for a maximum of two (2) weeks in any City fiscal year.

(c) Bargaining unit members with over twenty (20) plus years of continuous service may request and receive a buyback of their vacation time at straight time in one week blocks for a maximum of ten (10) weeks in any City fiscal year

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40.1 This agreement shall be in full force and effect and remain in full force and effect from July 1, 2010, to and including June 30, ~~2013~~, 2015 except as otherwise specified in individual articles, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration

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40.2 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party many serve upon the other a notice at least sixty (60) calendar days prior to June 30, ~~2013~~, 2015 advising that such party desires to revise or change terms or conditions of such Agreement, and which terms and conditions are desired to be renegotiated

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ARTICLE 12
SALARIES

12.1 Effective July 1, 2010, the Salary Schedules shall be increased by one and one half percent (1.5%)

Effective July 1, 2011, the Salary Schedules shall be increased by two and one half percent (2.5%)

Effective July 1, 2012, the Salary Schedules shall be increased by two and one half percent (2.5%)

Effective July 1, 2013, the Salary Schedules shall be increased by one percent (1%).

Effective July 1, 2014, the Salary Schedules shall be increased by one percent (1%).

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ARTICLE 41
SEVERANCE BENEFIT

41.1 In recognition of prior service to the City any bargaining unit member who is eligible to retire from the New Hampshire Retirement System and who does retire on or after March 1, 2012 and prior to August 1, 2012 shall have earned a severance benefit of $13,000.00. Provided; however, that the City will pay a maximum of five (5) severance benefits for bargaining unit members retiring from March 1, 2012 to June 30, 2012. If more than five (5) bargaining unit members retire from March 1, 2012 to June 30, 2012 the City will pay the severance benefit on the basis of first come first served and in no case shall have an obligation to pay more than five (5) said severance benefits. The City may withhold from this benefit such amounts as are necessary to pay the employee contribution to the New Hampshire Retirement System.

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ARTICLE 10
PERSONNEL REDUCTION

10.1 **[a]** If the Department decides to reduce the Fire Department personnel covered by this Agreement, the employee with the least seniority, regardless of rank, in the Bargaining Unit shall be laid off first and re-hired in the inverse order of layoff. No new employees shall be hired until all employees who have been laid off for ~~fifteen (15)~~ twenty six (26) months or less have been given an opportunity to return to work.

[b] The Department shall have the right to layoff by technically based craft and trade classifications {dispatchers are not classified as a technically based craft or trade position} by classification on the basis of total seniority. Those individuals will be allowed to bump into other classifications for which they are qualified.

[c] Probationary employees serving an initial probation period shall be laid off before any permanent employee is laid off.

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10.3 Employees who are laid off shall have recall rights in the inverse order of the layoff; that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed.

Employees shall have recall rights for a period of ~~fifteen (15)~~ twenty six (26) months from the date laid off.

Employees who are laid off shall be responsible for notifying the Human Resources Department of any change of address

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10.4 When a vacancy occurs for which the laid off employee is qualified then he/she shall be notified by certified mail at his/her last known address to contact the Department. The employee shall have fifteen (15) calendar days from the date of notification to be available to return to work.

If the employee does not reply to the notification within fifteen (15) calendar days then such employee's name shall be removed from the recall list and no further consideration shall be given to the recall of said employee.

If the employee contacts the Department within the fifteen (15) calendar days but is not able to report to work, due to health, physical or other sound reasons then such employee shall be passed over for the immediate recall, but shall remain on the list for future recall within the agreed to ~~fifteen (15)~~ twenty six (26) month period.

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10.5 During the time an employee is laid off he/she shall retain seniority rights and shall continue to accrue departmental seniority, but shall not accrue any other benefits during the time of layoff. Such accrual of seniority rights shall not extend beyond ~~fifteen (15)~~ twenty six (26) months from the date the employee was laid off.

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18.8 Effective upon ratification of this agreement, members of the bargaining unit shall be given the opportunity to utilize single day vacations which shall refer to a "unit" using the following guidelines:

~~A. Single day vacations shall be awarded by department-wide seniority~~.

A. No more than four (4) members may take single day vacation per shift.

~~B. No more than four (4) members may take single day vacation per shift.~~

B. Single day vacations shall be awarded by department-wide seniority up until the Administration posts the members approved for single day vacations pursuant to subparagraph E below. Once the Administration has posted members approved for single day vacations if less than four (4) members per unit, as provided for in subparagraph A above, have requested single shift vacations then single shift vacations up to four (4) per unit will be granted on a first come, first serve basis up to 7:00 AM and 4:00 PM of the respective scheduled units.

C. Members shall be allowed to use one single shift vacation, from January 1, 2005 until June 30 2005, providing the Department shall not be required to expend more than $50,000 (the cap) in overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year.

As of July 1 2005, members shall be allowed to use single day vacations based upon the member's annual weekly accrual of vacation time, providing the Department shall not be required to expend more than $125,000 (the cap) per fiscal year in overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year.

~~*For example if a member accrues 2 weeks vacation time per year they may use 2 days per year; if a member accrues 3 weeks vacation time per year they may use 3 days and so on.~~

As of July 1 2012, members shall be allowed to use unlimited single day vacations based upon the member's accrued

vacation time, providing the Department shall not be required to expend more than $150,000.00 (the cap) per fiscal year in overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year. If, pursuant to paragraph 11.3 members are being paid in accordance with article 11.3 (B)(1)then no cap shall apply.

D. Single day vacations shall be requested by members through their company officers, to Administration, not later than by 12:00 noon, on the Tuesday prior to the start of the calendar week of the requested shift or unit.

E. Administration shall post the members approved for single day vacations by 3:00 pm of the Wednesday following the deadline for submission of the requests. In the event the Wednesday is a holiday, administration shall post the members approved for day shift vacations by 3:00 pm of the Thursday following the deadline for submission of the requests.

F. If a member is scheduled for certification training they must receive approval from administration prior to being awarded a single day vacation day.

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11.3 Payment for Overtime Duty

11.3 (A) Except as provided for in Section 11.2 above or 11.3 (B) below, employees who work additional hours shall be compensated by the payment of one and one half (1 1/2) times their regular hourly rates for hours worked. Overtime coverage for shifts shall be split into one (1) ten-hour (10) day unit and one (1) fourteen-hour (14) night unit. Distribution of overtime to cover a 24-hour shift shall follow the current procedure as listed herein with the following exceptions:

(1) The first employee listed in the overtime book shall be offered the opportunity to work either unit of the 24-hour shift.

(2) When either unit of the 24-hour shift has been filled, the remaining unit shall be filled by offering the overtime opportunity to the next employee listed at the top of the overtime book.

11.3 (B) Firefighters, Fire Lieutenants and Fire Captains as set for in paragraph 11.1 (A) shall be assigned by the chief, his deputy or his designee for a four (4) week cycle. Said staffing level shall be maintained for the four (4) week cycle.

(1) Paragraph 11.3 (A) notwithstanding, if a four (4)week cycle has forty-six (46) or more Firefighters, Fire Lieutenants and Fire Captains as provided for in paragraph 11.1 (A) Firefighters, Fire Lieutenants and Fire Captains shall be paid straight time for the first 44 hours of additional hours worked over their regularly scheduled hours in the four (4) week cycle. Any additional hours will be paid at one and one half (1½) times their regular hourly rates.

(2) If the Department has more than one hundred and eighty-eight (188) Firefighters, Fire Lieutenants and Fire Captains as provided for in paragraph 11.1 (A), the number of Firefighters, Fire Lieutenants and Fire Captains per four (4) week cycle required for the Department to pay said Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1) shall increase by one (1) for each four (4) Firefighters, Fire Lieutenants and Fire Captains over one hundred and eighty-eight (188). For example if the Department has one hundred and ninety-two (192) Firefighters, Fire Lieutenants and Fire Captains then the four week cycle

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must have forty seven (47) Firefighters, Fire Lieutenants and Fire Captains for the Department to pay Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1). If the Department has one hundred and ninety-six (196) Firefighters, Fire Lieutenants and Fire Captains then the four week cycle must have forty eight (48) Firefighters, Fire Lieutenants and Fire Captains for the Department to pay Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1)

(3)

For the purpose of maintaining the set staffing level for the four (4) week cycle the Fire Chief, his deputy or his designee shall have the right to make mandatory overtime assignments on the basis of reverse seniority (except where the designated Firefighter is already scheduled to work the following shift) from the shift going off duty.

(4) Nothing in paragraph 11.3 shall be interpreted or construed as a representation or guarantee of minimum staffing at any number or level within the Fire Department.

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11.4 ~~**(a)** Unassigned members shall be assigned a phantom work number (for payroll purposes only) for each four week cycle. They shall work the hours actually scheduled by the department for each week of the cycle but shall be paid according to Article 11.3 for any hours worked over their scheduled hours in any week. provided, however, that the department may if it wishes, upon twenty-four hours notice, schedule one additional twenty-four hour shift during any week in which the member actually works less hours than called for by his/her phantom work number.~~

~~**(b)** Any member transferred during the regular eight week cycle shall retain the assigned work number (for payroll purposes only) until the end of the cycle.~~

When the Department seeks to hire off duty Firefighters, Fire Lieutenants and Fire Captains for sick leave coverage it shall do so on a Department wide basis, with qualified personnel. Unless the Department and Association mutually agree to change the process.

2/8/12 Theodore Gatsas Mayor

2-8-12

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Fire FightersTentative Agreement
Cost Summary
(Savings) / Costs

	2012	2013	2014	2015	Total
Health Insurance					-
Plan Design		(479,969)	-	-	$ (479,969)
Employee Contribution		(297,506)	(110,337)	-	$ (407,843)
	$ -	$ (777,475)	$ (110,337)	$ -	$ (887,812)
Opt - Out Payment					
Cost (1 additional)		21,500	-	-	$ 21,500
Savings		(15,000)	-	-	$ (15,000)
Retirement Incentive					
Cost *	65,000	13,000		-	$ 78,000
Savings - Salary		(134,728)		-	$ (134,728)
COLA at 1%		-	150,900	155,800	$ 306,700
Vacation Buyback Limit		(99,175)			$ (99,175)
Additional week of vacation (20 yrs)		111,452			$ 111,452
Single Shift Vacation		25,000			$ 25,000
Pension / Medicare (24.34%) **	15,821	(20,555)	36,729	37,921	$ 69,916
	$ 80,821	$ (98,506)	$ 187,629	$ 193,721	$ 227,213
	$ 80,821	$ (875,981)	$ 77,292	$ 193,721	$ (524,147)

* Assumes 5 retirements in 2012 and 1 In 2013.

** Pension / Medicare calculated on COLA, salary savings and retirement incentive.

2/7/2012