

AGREEMENT

BETWEEN

THE CITY OF MANCHESTER, NEW HAMPSHIRE

AND

MANCHESTER ASSOCIATION OF FIRE SUPERVISORS

FOR THE PERIOD COVERING JULY 1, 2007 TO JUNE 30, 2010

ARTICLE	TABLE OF CONTENTS	PAGE
1.	GENERAL.....	1
2.	RECOGNITION.....	2
3.	MANAGEMENT RIGHTS.....	3
4.	RIGHTS & DUTIES OF ASSOCIATION MEMBERSHIP.....	5
5.	DUES DEDUCTION.....	6
6.	MAINTENANCE OF MEMBERSHIP.....	7
7.	STRIKES AND LOCKOUTS PROHIBITED.....	8
8.	SENIORITY LISTS.....	9
9.	PERSONNEL REDUCTION.....	11
10.	WORK WEEK AND EXTRA DUTY DAYS.....	13
11.	SALARIES.....	14
12.	STANDBY PAY.....	17
13.	HOLIDAYS.....	19
14.	SICK LEAVE.....	20
15.	SICK LEAVE BANK.....	22
16.	SICK LEAVE INCENTIVE PROGRAM.....	28
17.	VACATION LEAVE.....	29
18.	SPECIAL LEAVE.....	32
19.	BEREAVEMENT LEAVE.....	33
20.	UNIFORM ALLOWANCE.....	35
21.	HEALTH INSURANCE.....	37
22.	SAFETY & HEALTH AND DAILY TRAVEL.....	40
23.	DISCIPLINE.....	41
24.	CORRESPONDENCE.....	42
25.	GRIEVANCE PROCEDURE.....	43
26.	SEPARABILITY.....	48
27.	LIFE INSURANCE BENEFIT.....	49
28.	INDEMNIFICATION.....	50
29.	RESIDENCY.....	51
30.	MISCELLANEOUS.....	52
31.	RETIREMENT.....	53
32.	EDUCATION INCENTIVE REIMBURSEMENT POLICY.....	54
33.	TERMINATION AND RENEWAL	55

AGREEMENT
BETWEEN
THE CITY OF MANCHESTER, N.H.
AND
MANCHESTER ASSOCIATION OF FIRE SUPERVISORS

The City of Manchester, N.H. (hereinafter referred to as the "City" and the Manchester Association of Fire Supervisors (MAFS) (hereinafter referred to as the "Association") agree as follows:

ARTICLE 1

GENERAL

1.1 The purposes of this agreement are to increase general efficiency in the Manchester Fire Department (hereinafter referred to as the "Department"), to maintain harmonious relationships between the Department and its employees and to promote the morale, welfare, rights and wellbeing of the employees of the Department. All provisions of this agreement are to be construed so as to effectuate these purposes.

ARTICLE 2

RECOGNITION

2.1 The City hereby recognizes the Association as the exclusive representative and sole bargaining agent, for the purpose of collective negotiations, for all District Fire Chiefs and the Equipment Maintenance Superintendent, excluding all other Fire Department employees and personnel.

2.2 It is further agreed that if at any time in the future the City establishes a Centralized Garage operation which includes the maintenance and repair of Fire Department equipment the position of Equipment Maintenance Superintendent may be transferred to the Centralized Garage without grievance. The incumbent in the position at the time of such transfer shall retain his current retirement rights.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Except as otherwise specifically provided herein, the management of the Fire Department in all its phases and details shall remain vested exclusively in the Chief or his designee. The Chief or his designee shall have all jurisdiction over all matters concerning the management of the Department, including, but not limited to: the direction of the work force, the establishment of proper rules and regulations, the right to hire, promote, suspend, discipline or discharge for proper cause, relieving employees from duty for lack of work or funds, the right to decide job qualifications under the City Classification and Compensation Plan, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Department. It is agreed that these enumeration's of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated.

3.2 The Chief or his designee, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.

3.3 The right of any public agency or private individual(s) or business (es), to contract for work of the nature ordinarily performed by bargaining unit members shall not be affected by this agreement.

3.4 The Chief or his designee shall give consideration to, but shall not be bound by the recommendations of the Insurance Service Organization as to standards in

determining the number and types of equipment and the personnel requirements necessary to effectively operate the Department.

3.5 The City and the Association agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, marital status, sex, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

ARTICLE 4

RIGHTS AND DUTIES OF ASSOCIATION MEMBERSHIP

4.1 The City and the Association agree that there shall be no discrimination, interference, restraint or coercion against any bargaining unit member because of membership or non-membership in the Association, or because of presenting a grievance, or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Association.

4.2 The Association agrees for itself and its members to perform loyal and efficient work and service, and to use its best efforts to promote and advance the interest of the Department.

4.3 The Association agrees that it will not interfere with the rights of any or all non-members employed by the Department.

ARTICLE 5

DUES DEDUCTION

5.1 Upon individually written authorization by the bargaining unit member and approved by the Association President, the City agrees to deduct from the pay of each Association member so authorized the current Association dues, as certified to the City by the Treasurer of the Association, and deliver the same to the Association Treasurer. Dues payments shall be transmitted weekly to the Association's depository, provided such weekly transmittal is approved by the Finance Director and does not incur a substantial increase in the City's costs of processing such payments. Said deduction shall be made weekly. However, if a member has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week.

ARTICLE 6

MAINTENANCE OF MEMBERSHIP

6.1 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Association and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association during the duration of this Agreement; provided, however, that an employee may at his/her discretion, and in writing, withdraw his/her membership from the Association within twenty (20) calendar days prior to the anniversary date thereafter.

ARTICLE 7

STRIKES AND LOCKOUTS PROHIBITED

7.1 Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, picketing or patrolling of any kind, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Department or the City of Manchester during the term of this agreement. In the event of any such activity, neither the Chief or his designee nor the City shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

7.2 Should any employee or group of employees covered by this agreement engage in any activity prohibited by Section 7.1 above, the Association shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Association's Constitution and By-Laws as from time to time amended.

ARTICLE 8

SENIORITY

8.1 The Chief or his designee shall establish a Seniority List of all Department employees in the bargaining unit, and it shall be brought up to date by January 5th of each year and immediately posted thereafter on the Central Fire Station bulletin board for a period of not less than thirty (30) days, and a copy of the same mailed to the Association Secretary. Any objection to the Seniority List as posted shall be reported to the Department within fifteen (15) days from the date said list is posted, or it will stand approved.

8.2 Seniority for the purposes of this Agreement shall be based upon the employee's time in grade.

8.3 Whenever two (2) District Fire Chiefs are working on the same shift, the most junior in rank may be assigned on a daily basis to fill a vacant line officer's position, in order to keep the company in service, or to fill a vacant staff officer's position, i.e., labor grade 22 or above. District Chiefs so assigned will be paid on a plus rate basis in accordance with City Ordinance 18-56, when applicable, provided, however, they will be eligible for payment on a daily basis.

In the event that a District Chief scheduled for duty is not available for any reason for a week or more, the Fire Chief or his designee shall have the right to assign said District Chief's duties as he sees fit; however, if assigned, the duties must be assigned to an officer of at least a pay grade 22.

In the event that a District Chief scheduled for duty is not available for any reason for a period of less than a week, his duties, if assigned, must be assigned to an officer of at least pay grade 25. In the event that no officer of grade level 25 or above is available, then the duties may be assigned to an officer of at least pay grade 22.

ARTICLE 9

PERSONNEL REDUCTION

9.1 If the City decides to reduce the Department personnel covered by this Agreement, the employee with the least seniority in the affected classification shall be laid off first and rehired in the inverse order of layoff. No new bargaining unit members in the affected classification shall be hired until all employees who have been laid off for twelve (12) months or less have been given an opportunity to return to work.

9.2 Employees who are laid off shall have recall rights in the inverse order of the layoff; that is, the last person laid off in the affected classification 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 18 months from the date laid off.

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

9.3 When a vacancy in the bargaining unit occurs from which the employee was laid off, then he/she shall be notified by certified mail at his/her last known address to contact the Department. The employee shall have twenty-one (21) calendar days from the date of notification to be available to return to work.

If the employee does not reply to the notification within twenty-one (21) 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 twenty-one (21) 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 18 month period.

9.4 During the time an employee is laid off he/she shall retain seniority rights but shall not accrue any benefits during the time of layoff. Such retention of seniority rights shall not extend beyond 18 months from the date the employee was laid off.

ARTICLE 10

WORK WEEK, OVERTIME AND EXTRA DUTY DAYS

10.1 The work schedule shall be a ten (10) hour day and fourteen (14) hour night shift system which shall be the same as the schedule for the line firefighters as specified in the Local #856 IAFF collective bargaining agreement or any amendment or memorandum of understanding pertaining to such work schedule.

In addition, the Fire Chief or his designee shall retain the right to assign a different schedule to District Chiefs assigned to a shift, for special projects to meet the Department's training needs or to meet extraordinary circumstances not created by the Department. Additional assignments for other special projects may be made upon mutual agreement of the parties.

The work week for the Equipment Maintenance Superintendent shall be forty (40) hours per week, as in the past.

10.2 Payment for Shift Coverage

Employees in the bargaining unit who work additional hours to cover a shift for another employee shall be compensated by the payment of one and one-half (1½) times their regular hourly rate for hours actually worked.

10.3 The Equipment Maintenance Superintendent shall be paid at the rate of time and one-half the regular hourly rate for hours actually worked in excess of the regular work schedule.

ARTICLE 11

SALARIES

11.1 (a) Effective on July 1, 2007 and continuing until the date of ratification, the salary schedule for bargaining members will not change from that existing on June 30, 2007.

(b) Effective on the date of ratification, the salary schedule shall be increased by one (1) percent (1.0%) and all members shall be placed one grade higher on the pay scale on the step that provides the smallest pay increase. [See Salary Schedule, attached.]

(c) Effective July 1, 2008, the salary schedule shall be increased by two percent (2.0%).

(d) Effective July 1, 2009, the salary schedule shall be increased by three percent (3.0%).

11.2 Advancement Within The Pay Scale. Employees shall be advanced to the higher rates within the range as recommended by the Fire Chief and approved by the Human Resources Director, based on the manner of job performance and length of service. Such advancement shall be made yearly until the employee has reached the maximum base rate of the class grade for the position.

11.3 Longevity Rates. In addition to base pay, the City will provide longevity pay in accordance with the following schedule:

1. After five (5) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;

2. After ten (10) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
3. After fifteen (15) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
4. After twenty (20) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
5. After twenty-five (25) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
6. After thirty (30) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
7. After thirty-five (35) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay.

When an employee has reached the years of service milestone in the above schedule, such employee shall be granted an additional pay step within the pay grade to which the employee's class has been assigned. The years of service milestone is the anniversary date of the employee's date of hire with the City. An employee who has reached the maximum step in the pay grade to which the employee's class has been assigned shall be entitled to the above longevity adjustments in base pay.

11.4 Employees in the bargaining unit shall be subject to the employee performance evaluation program as adopted by the City.

11.5 Outstanding performance evaluation bonus payments will cease, effective on date of ratification.

11.6 **A-Steps** The parties agree as to the qualifications for the so called Yager/Decker A-Steps as set forth in a memorandum from the Manchester Fire Department Training Division dated March 4, 1999.

ARTICLE 12

STANDBY AND CALLBACK PAY

12.1 Standby pay for the Equipment Maintenance Superintendent shall be \$85.00 per week; effective July 1, 2003, \$135.00 per week*, for a full seven (7) calendar days of standby, in accordance with the policies now in effect and in accordance with the following schedule:

- (a) All Standby pay shall be compensated effective July 1, 2003, \$5.0625 per hour as defined below.
- (b) Two and one third (2 1/3) hours of standby pay for Monday, Tuesday, Wednesday and Thursday.
- (c) Three and one third (3 1/3) hours of standby pay for Friday.
- (d) Seven (7) hours of standby pay for Saturday, Sunday or Holiday day.
- (e) Compensate employees at three and one third (3 1/3) hours of standby pay for Monday, Tuesday, Wednesday, or Thursday if such day precedes a Holiday.

* In the event that the City agrees to a payment greater than \$85.00 per week with the Manchester Professional Firefighters Association, Local 856, IAFF that takes effect prior to July 1, 2003, the Equipment Maintenance Superintendent shall receive the greater amount on the same effective date as it applies to Local 856.

12.2 Payment of time and one half for callback shall not be affected by hours worked in a week.

12.3 Effective July 1, 1999 or the date of ratification of this Agreement, whichever occurs later, bargaining unit members who are called back to duty shall be paid for a minimum of three (3) hours at the rate of time and one-half their regular hourly rate.

ARTICLE 13

HOLIDAYS

13.1 Compensation for Holidays shall be paid as provided below. In addition, whenever additional days are proclaimed as Holidays for municipal employees by the Board of Mayor and Aldermen, employees in the bargaining unit shall be paid for such holidays.

13.2 Holiday pay for each holiday shall be computed at one-fifth (1/5) of a normal week's pay. Effective January 1, 1997, holiday pay for each holiday shall be computed at one-fourth (1/4) of a normal week's pay. The holidays are New Year's day, Civil Rights Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Biennial Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

The Equipment Maintenance Superintendent shall have the day off with pay.

13.3 An employee in the bargaining unit shall forfeit his right to payment for any holiday if he has an unexcused absence on the last regular work day preceding such holiday or on the next regular work day following such holiday.

ARTICLE 14

SICK LEAVE

14.1 All employees in the bargaining unit are entitled to sick leave credit at the rate of one and one-quarter (1 1/4) working days with pay for each completed month of service.

New employees hired into the bargaining unit after July 20, 2004, or the ratification date of this Agreement, whichever comes sooner, shall be entitled to paid sick leave which shall accrue at the rate of one-half (1/2) work day for each completed month of service. Accrual shall include the probationary period, but employees will not be allowed to use sick leave until they have satisfactorily completed the probationary period.

14.2 Sick leave credit may be accumulated up to a maximum of one hundred twenty (120) days.

For new employees hired into the bargaining unit after July 20, 2004, or the ratification date of this Agreement, whichever comes sooner, unused sick leave may be accumulated up to a maximum of sixty (60) work days.

14.3 Each permanent employee within the Bargaining Unit shall receive a lump sum payment for unused accumulated sick leave upon said employee's retirement, under a paid retirement plan or who dies while employed by the City. Such payment for accrued sick leave shall not exceed eighty (80) days regular pay. Effective upon the date of ratification of this Agreement, such payment for accrued sick leave shall not exceed eighty (80) days regular pay plus pay of one-quarter of the balance of the days accrued

14.4 over eighty (80) but not more than one hundred twenty (120) days of accrued sick leave at their regular pay.

New employees hired into the bargaining unit after July 20, 2004, or the ratification date of this Agreement, whichever comes sooner, shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed forty (40) days.

14.4 The Department light duty system shall not be applied in an arbitrary or capricious manner.

14.5 All applicable leave taken under this Agreement shall be subject to the City's Family and Medical Leave Act (FMLA) policy, as amended from time to time.

14.6 Any employee eligible for sick leave with pay may use such sick leave, upon approval of his department or office head, for absence due to his or her illness or injury; the illness or injury of a spouse, child or other blood relative or ward residing in the same household when FMLA leave has been approved or for the exposure to contagious disease. An employee on sick leave shall inform his immediate supervisor of the fact and the reason therefore as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The department head shall require a doctor's certificate before approving sick leave with pay for a period or periods of more than three work days. The Department reserves the right to send an employee at the City's cost to the City's doctor in cases of suspected sick leave abuse.

ARTICLE 15

SICK LEAVE BANK

15.1 The Sick Leave Bank which became effective January 1, 1976 and as amended January 1, 1977, shall continue in effect during the term of this agreement. All Rules and Regulations adopted to administer the Sick Leave Bank shall continue in effect during the term of this agreement, provided, however, such Rules and Regulations may be amended from time to time as mutually agreed upon by the signators to this agreement.

15.2 The following Rules and Regulations, in effect as of the signing of this agreement, are hereby incorporated:

A voluntary Sick Leave Bank, to cover Fire Department Personnel in the event of long-termed disability due to illness or non-service connected injury, is hereby established. The operation of such Sick Leave Bank shall be subject to the rules and guidelines set forth in this Article.

The purpose of the Sick Leave Bank is to provide relief to employees who suffer long-term illness or injuries, which are non-job-connected. It is established to provide additional paid benefit days beyond the employee's accrued days when an employee has exhausted his/her accrued sick leave and continues disabled for an additional thirty days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

SECTION 1 ADMINISTRATION

The Sick Leave Bank shall be administered by five (5) members of the department, two

to be appointed by the Union President, one by the District Fire Chiefs and two by the Fire Commission and shall hereinafter be called the Administrative Committee or the Committee. Committee members shall be appointed in the following manner: One for one year; one for two years; and one for three years and upon expiration of each of these terms, one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments and shall be for the entire remaining term so filled.

The original appointee of the Fire Commission shall be for a one-year term and subsequent appointments shall be for three-year terms.

The Committee shall select one of its members as Chairman, by a majority vote, at the first meeting in January of each year, who shall serve a one-year term.

The Committee shall meet upon the second Wednesday of each month. Two members present shall constitute a quorum and a majority of those members present and voting shall decide all questions. Members who are absent for either three (3) consecutive meetings or any six (6) meetings in any 12 months period shall be automatically terminated from the Committee and their terms declared vacant.

SECTION 2 MEMBERSHIP

Each member of the Manchester Fire Department desiring to be covered by the Sick Leave Bank agrees to donate one (1) day per year from his/her accumulated number of sick leave days and an adjustment of minus one (1) day shall be made on all records

showing the applicant's accumulated sick leave days upon his/her acceptance as a member of the bank and for each day donated thereafter. Application for membership shall be made on a form provided by the Committee. Membership by all employees will be subject to the following restrictions:

(a) Probationary employees will be admitted to membership providing they shall have fulfilled the requirements set forth in Article 15, Section 1, of this Agreement.

(b) Full-time employees having less than 30% of their accumulated sick leave days limit as of the date of their application shall be limited in the extent of their participation in the bank. Members who fall below the 30% restriction during the period of membership, except for long periods of illness or injury, shall be placed in the limited category. Full-time employees, except those with less than one year of service with the department, shall have not less than 15 days of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below 15 days of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

Employees whose sick leave falls below 15 days after they are admitted to the Sick Leave Bank, where the usage of sick leave was not the result of extended illness or injury, shall have their membership status reviewed by the Committee. The Committee may temporarily suspend the employee from membership in the Bank if it deems such action to be in the best interest of the Bank.

Employees who have less than one year of service may be admitted to the Bank upon the majority vote of the Committee after a review is made of their status with the Department. Upon admission to membership the conditions stated in the preceding paragraphs will apply.

Computations for determining the 30% limit, referred to above, shall be based on 60 days accumulation or by multiplying .125 times (x) the number of months service if less than 48 months, whichever shall apply. This restriction shall be removed as soon as the employee's accumulated sick leave days shall exceed 30% of his limit. Exceptions from this restriction may be made for good cause by the Committee with the concurrence of the Board of Fire Commissioners or the Chief of Department.

SECTION 3 BENEFITS

A member shall become eligible to request extended sick leave benefits from the Bank for an incapacitating illness or non-service connected injury, provided he/she exhausted all his/her accrued sick leave and his/her incapacitation extends at least 15 consecutive calendar days beyond the exhaustion of his/her sick leave accrual or at the discretion of the Administrative Committee. Upon presentation of satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve sick leave benefit days from the Bank to be granted to the member. Such sick leave benefit days may be made retroactive to the first work day after exhaustion of his/her accrued sick leave credits.

SECTION 4 BANK STABILITY AND LIMITATIONS

All employees who shall become members of the Sick Leave Bank shall continue in the Bank until December 31st of the current calendar year and automatically for each calendar year thereafter unless the employee shall withdraw from membership prior to December 31st of any calendar year. Withdrawal shall be in writing, duly signed and dated, and submitted to the Administrative Committee prior to December 31st. No benefits shall accrue to the withdrawn member thereafter and any sick leave days previously donated to the Bank shall remain in the Bank to be disbursed by the Committee.

The number of benefit days in the Bank shall not exceed 800 benefit days on December 31st of any calendar year. All excessive days shall be discarded. In the event the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void.

SECTION 5 ADMINISTRATIVE OVERSIGHT

In the event the Board of Fire Commissioners or the Chief of Department questions a recipient's eligibility to receive benefits from the Bank, the Board of Fire Commissioners or the Chief may require of the Administrative Committee and the employee proof of such eligibility as well as a physician's certified report of the disabling illness or injury of the recipient.

SECTION 6 EFFECTIVE DATE

The provisions of this Article shall be effective January, 1976 and shall be

attached to and made a part of this Agreement.

This Article or any Section thereof, may not be amended except through the collective bargaining process or mutual agreement of the parties concerned by law in that process.

15.3 In calendar year 1993 members of the Sick Leave Bank may voluntarily donate one additional day of their accrued sick leave credits to the Sick Leave Bank if the balance in the Sick Leave Bank falls below 150 days. Such voluntary donation of an additional day over and above the provisions of 15.2, Section 2, **ADMINISTRATION**, shall be made in writing on a form to be provided by the Association. It is agreed and understood the provisions of this section shall apply once only during calendar year 1993.

ARTICLE 16

SICK LEAVE INCENTIVE PROGRAM

16.1 Effective January 1, 2008 employees included in the Bargaining Unit who use no (0) units (or days in the case of employees who are not on the 24/72 schedule) of paid sick leave during the calendar year shall be granted five (5) days of Personal Leave. Employees who use one (1) unit (or day) shall be granted four (4) days of Personal Leave. Employees who use two (2) units (or days) shall be granted three (3) days. Employees who use three (3) units (or days) shall be granted two (2) days. Employees who use four (4) units (or days) shall be granted one (1) day. Such Personal Leave shall be by payment of one-fifth (1/5) of a week's pay for each day.

16.2 If an employee uses more than 4 units (or days) paid sick leave days in a calendar year he/she will not receive any Personal Leave pay.

16.3 For the purposes of this article, the sick leave days counted are the units or days actually absent from duty, not counting job connected injury or sickness.

ARTICLE 17

VACATION LEAVE

17.1 Vacation leave policy for employees in the bargaining unit shall be as follows:

(a) Two (2) calendar weeks after completion of one (1) year of continuous service.

(b) Three (3) calendar weeks after completion of seven (7) years of continuous service.

(c) Four (4) calendar weeks after the completion of fifteen (15) years of continuous service.

(d) Five (5) calendar weeks after the completion of twenty (20) years of continuous service.

17.2 Selection of vacation periods shall be by department seniority; provided, however, that no vacation period shall extend beyond two (2) weeks until every eligible member of the bargaining unit shall have had an opportunity to have a two (2) week vacation, except at the discretion and approval of the Fire Chief. Only one member of the bargaining unit shall be allowed to take vacation at a time.

17.3 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.

17.4 All vacation lists shall be posted by November 15 of each contract year.

17.5 Beginning January 1, 1993 vacation weeks shall begin at 0800 hours on Monday of the vacation week and continue to 0800 hours the following Monday.

17.6 Maximum vacation accrual. No employee shall be permitted to accrue in excess of one and one-half (1 1/2) times his/her annual earned vacation; i.e. employees who earn ten (10) days of vacation per year shall have no more than fifteen (15) days earned vacation to his/her credit at any one time; employees who earn fifteen (15) days of vacation per year shall have no more than twenty-two and one-half (22 1/2) days earned vacation to his/her credit at any time, employees who earn twenty (20) days of vacation per year shall have no more than thirty (30) days earned vacation to his/her credit at any one time and employees who earn twenty-five (25) days of vacation per year shall have no more than thirty-seven and one-half (37 1/2) days earned vacation to his/her credit at any one time. 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, 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 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 (25) days of vacation per year shall have no more than fifty (50) days earned vacation to his/her credit at any time.

17.7 Effective July 1, 1998, bargaining unit members may take vacation on a daily basis, in the sole discretion of the Chief or his designee, whose decision will not be subject to the grievance procedure.

17.8 Vacation Buyback. Employees may request and shall receive a buyback of their vacation time at straight time in blocks of one week.

For the purposes of these computations, one (1) day's regular pay shall be equal to one-fifth (1/5) of said employee's regular week's pay.

ARTICLE 18

SPECIAL LEAVE

18.1 Leave from duty with full appropriate pay shall be granted to members of the Association's Negotiating Committee, not to exceed three (3) such members, who attend meetings between the Chief or his designee and the Association for the purpose of negotiating the terms of a contract, provided the employee was scheduled for duty at a time simultaneous to attendance at such meeting. Appropriate members of the Association, not to exceed one (1) such member, shall be granted leave from duty with full pay to attend meetings between the Chief or his designee and the Association for the purpose of processing grievances, provided said member was scheduled for duty at a time simultaneous to attendance at such a meeting.

ARTICLE 19

BEREAVEMENT LEAVE

19.1 A permanent full-time employee who works an average forty-two (42) hour regular work schedule, shall be excused from work for not more than four (4) scheduled or consecutive shifts not to exceed four (4) consecutive days with pay between the date of death and the date of the funeral, inclusive, because of death in the immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

A permanent full-time member of this bargaining unit who works a five (5) day schedule, shall be excused from work for not more than five (5) scheduled or consecutive shifts not to exceed five (5) consecutive days with pay between the date of death and the date of the funeral, inclusive, because of death in the immediate family, as defined below and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. No employee shall be required to report to any shift on the day of the funeral of an immediate family member occurs. This paragraph does not add any additional days with pay not otherwise provided for by the paragraph above.

Immediate family is hereby defined to mean spouse, father, mother, father-in-law, mother-in-law, brother, sister, child, son-in-law, daughter-in-law, or a blood relative or ward residing in the same household.

19.2 Under extenuating circumstances, two (2) additional days with pay, for the purposes of bereavement leave on the death of an immediate family member as defined in 19.1, may be granted with the written approval of the Department Head, or his/her designee, provided such days are to be charged to the employee's accrued sick leave.

19.3 In the event of a funeral which occurs during a shift, or in the event that travel to or from a funeral is necessary during a shift, when an employee is scheduled to work the shift, the employee shall be excluded from work for the one shift, if the funeral is for one of the following: sister-in-law, brother-in-law, grandmother, grandfather, grandchild, uncle or aunt.

19.4 Bereavement leave shall be paid on straight time.

ARTICLE 20

UNIFORM ALLOWANCES

20.1 The budget of the Department each year shall have an account known as "Uniform Allowance". Each permanent employee of the bargaining unit shall be provided uniforms or a uniform allowance.

20.2 **PRO-RATA PAYMENT OF ANNUAL UNIFORM ALLOWANCES**

Effective January 1, 2000, or the date of ratification, an annual uniform allowance of \$600.00 (\$700.00 effective 07-01-08; \$800.00 effective 07-01-09) shall be payable in semi-annual payments, each consisting of 50% of the annual amount. These payments will be made on or about January 15 and July 15.

20.3 In the event a member of the bargaining unit retires prior to completing a complete calendar year the uniform allowance shall be pro-rated at the rate of 1/12 the annual amount times the number of completed months of active service during the calendar year.

ANNUAL UNIFORM ALLOWANCE **X** Completed months of Service

Twelve Months

If a member of the bargaining unit is absent for a complete six month semi-annual period for reasons other than duty disability, he/she shall not receive the semi-annual uniform allowance for that period.

20.4 The Department shall furnish "Turnout" gear to members of the bargaining unit on an "as needed" basis, to be determined by the Department. Such Turnout gear includes coats, helmets, day boots and gloves and, if required by the Department, night boots and night hitches. Where such gear is provided, employees in the bargaining unit shall be required to wear it in accordance with the Department's SOP.

20.5 Turnout gear for bargaining unit members shall meet NFPA standards.

ARTICLE 21

HEALTH INSURANCE

21.1 Effective July 1, 1999, bargaining unit members may enroll in the Blue Cross/Blue Shield, Blue Choice Plan II or in the Matthew Thornton Health Plan Blue.

21.2 The City shall pay 95% of hospital/medical insurance premiums for all bargaining unit members enrolled in HMO-Blue and 87.5% of hospital/medical insurance premiums for all bargaining unit members enrolled in Blue Cross/ Blue Choice Plan II. 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 co-pays shall be as follows:

- Option I (PCP) Office visit co-pay - \$10.00 until 7/1/2003 (then \$15.00)
- Option II (Direct referral to specialist) Office visit - \$30.00
- Emergency room visit - \$75.00
- Generic prescriptions (one month’s supply) - \$10.00
- Other prescriptions (one month’s supply) - \$15.00
- Mail order prescriptions (three month’s supply) - \$1.00

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 open 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.

21.3 It is agreed by all parties concerned the City reserves and shall have the right to change insurance carriers or become self-insured, provided the benefits to participants are not decreased and the costs to participants are not increased above the amounts referenced in Section 21.1 and further that the New Hampshire Retirement System must accept the new policy for retired members.

21.4 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 Worker's Compensation benefits to which he/she is entitled, said payments to be in accordance with all applicable State statutes and City Ordinances. In the event any such State statutes and/or City Ordinances are amended so as to eliminate such payments, such payments shall cease as of the effective date of any such amendment(s).

21.5 Effective upon the date of ratification of this agreement the City may offer Health Maintenance Organization options to members of the bargaining unit on a voluntary basis. Such options shall include Matthew Thornton and any others, which are mutually agreed to by the City and the Union.

21.6 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 one thousand five hundred dollars (\$1,500.00). Also effective on July 1, 2003, all employees shall be required to pay the employees' share of the dental insurance plans.

21.7 Effective July 1, 2003, all employees shall be required to pay the employee's share of the health and dental insurance premiums as specified in the collective bargaining agreement. The terms under which the City/School District paid the entire premium on both the wife and husband who are employed by the City or School District shall lapse.

21.8 The provisions of this Article (21) which have been changed will lapse on June 30, 2004 if any other union, if any other union, with an agreement that expired on June 30, 2002 and which participated in the collaborative bargaining, receives health/dental benefit changes which are better than the changes contained in this agreement. In such case, such better benefit changes will apply to the MAFS bargaining unit members under the same terms and conditions effective July 1, 2004 and they will continue until different benefits are negotiated and agreed upon.

21.9 Effective on the date of ratification of this Agreement, the City will pay one thousand five hundred dollars (\$1500.00) 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 has valid health insurance coverage elsewhere.

ARTICLE 22

SAFETY & HEALTH COMMITTEE

22.1 SAFETY COMMITTEE

There shall be established in the Fire Department a Safety Committee which shall be advisory only, said Committee to be composed of an equal number of members of the management of the Department, the Firefighters Association and one (1) member of the Manchester Association of Fire Supervisors. The Safety Committee shall meet not less than once every thirty (30) days. The Committee shall review safety and health problems, suggestions and recommendations from all sectors of the Department and shall make proposals for eliminating hazardous conditions in the Department, provided, however, that the provisions of this Article shall not impair the Board's right to formulate and put into effect any rules and/or regulations which it, in its sole discretion, deems necessary or desirable concerning the protection of life and property, safety, health and sanitation.

22.2 The Union agrees to participate in any annual physical examination and/or health and wellness program agreed upon by the City and the Manchester Professional Firefighters Association, Local 856, IAFF.

ARTICLE 23

DISCIPLINE

23.1 Discipline of permanent bargaining unit employees is generally to be corrective and of progressive severity and action will normally be taken in the following manner:

STEP 1: A verbal warning or reprimand, explaining the problem and what corrective action is required.

STEP 2: A continuation of the problem may result in a written warning indicating the reason for the reprimand and the action to be taken to avoid the problem in the future. A copy of the reprimand will be placed in the employee's personnel file.

STEP 3: If there are continued infractions of the same nature or no improvement in the employee's performance, additional written reprimands may be given or the employee may be suspended for one to five days without pay.

STEP 4: Continued infractions may result in suspension without pay in excess of five days or termination of employment. An employee may be given a written warning, be suspended, demoted or discharged if the misconduct is of such a serious nature that there is sufficient cause for such initial action, even though there have been no prior warnings or written reprimands.

23.2 Any permanent employee who is in the bargaining unit who is demoted in rank or dismissed shall be notified in writing of the reasons for such demotion or dismissal.

ARTICLE 24

CORRESPONDENCE

24.1 It is agreed the Fire Chief or his/her designee will acknowledge in writing letters from the Association President or his/her designee pertaining to matters concerning the disciplining of bargaining unit members, grievances within the bargaining unit or questions on the interpretation and administration of this Agreement, such acknowledgment to be made within twenty (20) days of the receipt of such letters.

24.2 Three representatives of the Association shall meet with the Chief, or his/her designee, once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the Association to the Chief no less than five days before the scheduled meeting. At the discretion of the Chief, or his/her designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief, or his/her designee, and the Association from meeting on a less frequent basis on mutual agreement.

24.3 Nothing contained herein shall prevent the Association from consulting with the Chief or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 25

GRIEVANCE PROCEDURE

25.1 For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by either an employee in the Bargaining Unit, the Association or the Chief or his designee and which arises under and during the term of this agreement. Grievances are limited to matters of interpretation or application of Articles contained in this Agreement. An employee in the bargaining unit, the Association or the Chief or his designee shall have the right to initiate a grievance in accordance with the provisions of this Article.

25.2 Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

(a) The employee involved shall file the grievance in writing with the Association President within fifteen (15) calendar days from the date of the event which gives rise to the alleged grievance or within fifteen (15) calendar days from the date the employee knew or should have known, with reasonable diligence, of the event which gives rise to the alleged grievance. The Association President shall then submit the grievance to the Association Grievance Committee for discussion within seven (7) calendar days after the grievance is presented to him/her.

(b) The grievant or the Association must, if wishing to process the grievance, file said grievance with the Chief Engineer within ten (10) calendar days after said grievance was filed with the Association Grievance Committee. The grievance shall be submitted

in writing, listing the Article(s) and Section(s) violated, the specific facts associated with the grievance and the remedy desired. Within ten (10) calendar days following receipt of the grievance, the Chief Engineer or his/her designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than fifteen (15) calendar days following receipt of the grievance and a written decision shall be issued with five (5) calendar days after the hearing. If a hearing is scheduled, the Association and the grievant shall attend at the Chief Engineer's or his/her designees discretion.

(c) If the grievant is not satisfied with the decision of the Chief Engineer, or if no decision is rendered within the time limits contained in 25.2(b) above, the grievant or the Association may file said grievance with the Pre-Arbitration Board within ten (10) calendar days after the time limits cited above. The Pre-Arbitration Board comprised of a representative of the Association, the Department and the City's Chief Negotiator will act upon the grievance within fifteen (15) calendar days after the grievance was filed with the Pre-Arbitration Board. The grievant must attend the Pre-Arbitration Board meeting.

25.3 Whenever the Association has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

(a) The Association shall file the grievance in writing with the Chief Engineer within thirty (30) calendar days from the date of the event which gives rise to the alleged grievance. Within ten (10) calendar days the Chief Engineer shall issue a decision or schedule a hearing as provided in 25.2(b).

(b) If the Association is not satisfied with the decision of the Chief Engineer or if

no decision has been rendered within twenty (20) calendar days after filing with said Chief Engineer, the Association may file said grievance with the Pre-Arbitration Board in accordance with Section 25.2(c).

25.4 Any mutually satisfactory disposition reached as a result of action taken in Sections 25.2 or 25.3 shall be final and binding upon the parties as to the matter in dispute; and the City, the Association and the grievant shall thereafter comply in all respects with the result of such disposition.

25.5 If said grievance is not reported and/or processed within the time limits set forth in Sections 25.2 or 25.3 above, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

25.6 Should any grievance arise which cannot be settled within the scope of the foregoing sections of this Article, either the Chief or his designee or the Association may submit such grievance to arbitration as follows:

(a) If the aggrieved employee is not satisfied with the disposition of his/her grievance as the result of the action of the Pre-arbitration Board or if no decision has been rendered within ten (10) calendar days after the Pre-arbitration board meeting, the aggrieved employee may request in writing, within fifteen (15) calendar days from the date of the Pre-arbitration board meeting, to the Association that the Association submit his/her grievance to the New Hampshire Public Employee Labor Relations Board in accordance with its rules and regulations. If the Association determines that the

grievance is meritorious and that submitting it to arbitration is in the best interest of the Department, it may submit the grievance in writing to the P.E.L.R.B. within fourteen (14) calendar days after receipt of the written request by the aggrieved employee. If the aggrieved employee fails to submit such written request for arbitration to the Association within the said fifteen (15) days after the Pre-arbitration Board meeting or the Association fails to submit said grievance to the P.E.L.R.B. within said fourteen (14) days after receipt of the written request from the employee, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(b) If the Association is not satisfied with the disposition of the grievance as the result of the Pre-arbitration board meeting or if no decision has been rendered within ten (10) calendar days after the Pre-arbitration meeting, the Association may submit in writing a request to the P.E.L.R.B. to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations within fourteen (14) days after the Pre-arbitration meeting. If the Association fails to submit such written request for the appointment of an arbitrator to the P.E.L.R.B. within said fourteen (14) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(c) The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement.

The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this agreement.

(d) The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

(e) The expenses of the arbitrator shall be borne equally by the parties. Each party shall make arrangements for, and pay the expenses of witnesses who are called by them.

25.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

25.8 The above times may be extended or by-passed by mutual written agreement of the parties.

25.9 A grievant and one Association representative shall be allowed up to one hour off (without loss of pay) during duty hours to process grievances through each step of the grievance procedure. Additional time may be granted if mutually agreed to by the parties.

ARTICLE 26

SEPARABILITY

26.1 If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, provided, however, that all other provisions of this agreement and applications thereof will continue in full force and effect.

ARTICLE 27

LIFE INSURANCE BENEFIT

27.1 Effective September 1, 1999, or date of ratification, whichever is later, the City will provide for a Life Insurance Fund to provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, but not to exceed fifty thousand (\$50,000.00) dollars, to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the City or who dies within sixty (60) calendar days after retirement or resignation for health reasons. The city reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance carrier.

27.2 Provided, however, that the City reserves the right to provide the insurance benefits agreed to in 27.1 by contracting with a private insurance carrier. The City may, at its sole option, exercise this right except that if it does so it must contract with the private insurance carrier for a covenant that the private carrier must allow retired employees to convert the coverage provided for herein, at their sole expense upon retirement, and provided that the private insurance contract shall not increase the City's cost above that required by Section 27.1.

ARTICLE 28

INDEMNIFICATION

28.1 The City of Manchester currently purchases liability insurance, which includes coverage of Liability of Public Officials and employees for actions taken as part of their official duties while employed by the City.

Furthermore, on the 25th of November, 1975, the Board of Mayor and Aldermen acted under the provisions of RSA 31:105 by voting to indemnify and hold harmless for loss or damage any person employed by the City while acting in their official capacity. Such action by the Board of Mayor and Aldermen protects the Officials and employees of the City for the deductible amount of liability insurance.

Employees of the City within the bargaining unit are covered under the Liability Insurance and the Indemnification for the deductible amount of the liability coverage, which are currently in effect. Liability insurance coverage and indemnification for the deductible amount of the liability coverage shall be maintained for bargaining unit members under the same terms and conditions as for other employees of the City.

ARTICLE 29

RESIDENCY

29.1 All members of the bargaining unit shall be required to reside within a fifteen (15) mile radius of the City limits of Manchester, New Hampshire; provided, however, that any member of the bargaining unit who resided outside the fifteen-mile limit as of the date of ratification of this Agreement shall be allowed to continue such residency outside the City limits.

ARTICLE 30

MISCELLANEOUS

30.1 An annual payment of two hundred dollars (\$200.00) shall be paid to the Equipment Maintenance Superintendent in lieu of tool insurance and the City will not be liable for any losses.

30.2 Employee Assistance Program. Employees who are members of the bargaining unit shall be entitled to the benefits of the department's employee assistance program.

30.3 Unit employees who are required or subpoenaed to appear in court either at the direction of the Department or upon subpoena pertaining to matters related to their official duties as a member of the Manchester Fire Department will be compensated for all actual hours engaged in such activity at the rate of one and one-half (1 1/2) times their regular hourly rate with a minimum of three (3) hours overtime pay.

In the event that such an employee receives or is entitled to receive a witness fee, such witness fee shall be executed in favor of the City and turned over to the Department. Such employee shall not be required to turn over any payments for mileage incurred in such activities unless they shall have utilized a department vehicle.

30.4 Drug and Alcohol Testing

The Association agrees that the members of this bargaining unit shall be subject to the same drug and alcohol testing program as may be adopted between the City and Local #856, IAFF, Manchester Professional Firefighters under the same terms and conditions.

ARTICLE 31

RETIREMENT

31.1 Retirement

Under the N.H. Retirement System the City may call for examinations of the members who are on disability retirement. If they are found fit, they can be taken off disability retirement. In such cases, the Department shall provide a system for the return of such members to active duty, provided such members pass a City physical, agree to retrain if necessary. Such member shall be returned to duty in the next occurring vacancy.

ARTICLE 32

EDUCATION INCENTIVE REIMBURSEMENT POLICY

32.1 Effective July 1, 1998 the City agrees to provide reimbursement to bargaining unit members who complete approved courses related to Fire Department responsibilities based upon the following: Seventy-five percent (75%) of the cost of courses, books and materials to a maximum of Eight Hundred Fifty Dollars (\$850.00) per fiscal year, per employee.

32.2 Effective July 1, 2003, the City agrees to provide reimbursement to bargaining unit members who complete approved courses related to Fire Department responsibilities based upon the following: Seventy-five percent (75%) of the cost of courses, books and materials to a maximum of one thousand five hundred dollars (\$1,500.00) per fiscal year, per employee (\$1900.00 effective 07-01-08; \$2000.00 effective 07-01-09), not to exceed an aggregate payment of three thousand dollars (\$3,000.00) per fiscal year (\$4,000.00 effective 07-01-08; \$4,500.00 effective 07-01-09).

32.3 Once a course has been approved the City will advance to the bargaining unit member one-half of the authorized amount of the course tuition and books. The remainder of the course reimbursement will be paid to the bargaining unit member upon presentation of a certificate of satisfactory completion of the course.

ARTICLE 33

TERMINATION AND RENEWAL

33.1 This Agreement shall be in full force and effect and remain in full force and effect from July 1, 2007 to and including June 30, 2010, except as otherwise specified in individual articles, and shall continue from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or the anniversary date thereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of _____, 2008.

MAFS NEGOTIATING TEAM

s/Daniel Goonan

Date: _____

CITY NEGOTIATING TEAM

s/David Hodgen_

Date: _____