COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF CONCORD, NH

And

LOCAL 1045
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

NON-SUPERVISORY UNIT

07/01/14 – 06/30/17

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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 the "EMPLOYER"; and Local #1045, International Association of Firefighters, hereinafter referred to as the "UNION".

Section 2. Purpose. This agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by NH Revised Statutes Annotated, Chapter 273-A.

ARTICLE II
RECOGNITION

Section 1. Recognition. The EMPLOYER recognizes Local #1045, International Association of Firefighters, as the exclusive bargaining agent for all Firefighters, Firefighter/Company Inspectors, Firefighter/Paramedics, Fire Dispatchers, Lead Dispatchers and Fire Alarm/Traffic Signal Technicians, hereinafter called "EMPLOYEES" as defined pursuant to RSA 273-A:1.

ARTICLE III
NOTICE UNDER AGREEMENT

Section 1. Written Communications. For purposes of this Agreement, all written correspondence shall be addressed to:

FOR THE CITY:

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

E-Mail: jjohnston@concordnh.gov

The Fire Chief
24 Horseshoe Pond Lane
Concord, New Hampshire 03301

E-Mail: dandrus@concordnh.gov

FOR THE UNION:

The President
International Association of Firefighters
Local #1045
11Pillsbury Street, Suite 201
Concord, New Hampshire 03301

E-Mail: president@concordfirefighters.org

The Union shall be responsible for providing a mailbox for the above address.

Section 2. Proper Notification. All written and/or email notices to the EMPLOYER or UNION, respectively, will be deemed to have been properly given if delivered to the Director of Human

Resources and Labor Relations, Department Head, and President of IAFF Local #1045. Official notices through e-mail shall be specified in the subject line. Delivery and read receipts are recommended.

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

Section 4. Union Officers. The names of EMPLOYEES selected as officers shall be certified in writing to the EMPLOYER, by the UNION, within a reasonable period following an election or appointment of such officers. The officers of the local are the President, Vice President, Secretary, Treasurer, Dispatch Representative, and four (4) Shift Representatives.

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 monthly, or less frequently if mutually agreed, at a mutually agreeable time. Agenda items shall be exchanged between the Parties seven (7) 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; 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 provision of this Agreement, or existing applicable statutory law as delineated under NH Revised Statutes Annotated or US Code, so as to continue public control of the City of Concord Fire Department.

ARTICLE VI
PAYROLL DEDUCTIONS

Section 1. Authorization. Upon receipt of a signed voluntary authorization by an EMPLOYEE, the EMPLOYER agrees to make a payroll deduction from the EMPLOYEE'S wages, once a week, or less often if the EMPLOYER shall so determine. The deduction shall be in an amount certified to be current by the Treasurer of the UNION. Authorization for such payroll deductions shall be in a form satisfactory to the EMPLOYER and to the UNION. The UNION shall provide the EMPLOYER a 30-day advance notice of changes in the amount of payroll deductions. The UNION shall not make deduction changes more than once a year unless agreed to by the EMPLOYER.

Section 2. Remittance. Payroll deductions shall be remitted by the EMPLOYER to the Treasurer of the UNION once each month.

Section 3. Indemnification. The UNION shall save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the EMPLOYER, in reliance upon signed authorization furnished to the EMPLOYER by the UNION or an EMPLOYEE, or for the purpose of complying with any of the provisions of this Article.

ARTICLE VII
PROHIBITED PRACTICES

Section 1. Intent. The UNION and the EMPLOYER jointly set forth their intention to manage their affairs during the term of this Agreement in a manner reflecting mutual "good faith".

Section 2. Employer Prohibitions. The EMPLOYER agrees during the term of this Agreement not to:

(a) Restrain, coerce or otherwise interfere with its EMPLOYEES in the exercise of the rights conferred by New Hampshire RSA 273-A:5;
(b) Dominate or to interfere in the formation or administration of the UNION;
(c) Discriminate in the hiring or tenure, or the terms and conditions of employment of its EMPLOYEES for the purpose of encouraging or discouraging membership in the UNION;
(d) Discharge or otherwise discriminate against any EMPLOYEE because they have filed a complaint, affidavit, or petition, or given information or testimony under New Hampshire RSA 273-A:5 or this Agreement;
(e) Refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
(f) Invoke a lockout;
(g) Fail to comply with New Hampshire RSA 273-A or any rule adopted thereunder; or
(h) Breach this Collective Bargaining Agreement.

Section 3. Union Prohibitions. The UNION agrees during the term of this Agreement not to:

(a) Restrain, coerce or otherwise interfere with public EMPLOYEES in the exercise of their rights under New Hampshire RSA 273-A:5;
(b) Restrain, coerce or otherwise interfere with the EMPLOYER in selection of agents to represent it in collective bargaining negotiations or the settlement of grievances;
(c) Cause or attempt to cause the EMPLOYER to discriminate against an EMPLOYEE in violation of RSA 273-A:5, I(c), or to discriminate against any EMPLOYEE whose membership in the UNION has been denied or terminated for reasons other than failure to pay membership dues;
(d) Refuse to negotiate in good faith with the EMPLOYER;

(e) Engage in a strike or other form of job action;
(f) Breach this Collective Bargaining Agreement; or
(g) Restrain, coerce or otherwise interfere with any EMPLOYEE carrying out their duties involving the enforcement of any provisions of this Agreement.

Section 4. Disputes. Disputes arising out of this Article shall not be subject to the grievance and arbitration procedure set forth herein. They shall be submitted to the N.H. Public Employees' Labor Relations Board for resolution.

ARTICLE VIII
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, political affiliation or as defined by Law.

ARTICLE IX
PROBATION

Section 1. Definition. For the purpose of this Article, probation shall refer solely to probation for promotional 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 four (4) times during the probationary period, and be followed by a written report of progress to the EMPLOYEE.

ARTICLE X
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. Procedure.

Step 1: 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. 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 or UNION representative or both and the EMPLOYEE'S most immediate supervisor. Said informal conference is to take place within Ten (10) calendar days of the presentation of the grievance.

The immediate supervisor shall provide his decision within Ten (10) calendar days following the informal conference.

Step 2: If the EMPLOYEE or the UNION disagrees with the decision of the immediate supervisor and desires to proceed with the grievance, then within Ten (10) calendar days of when the supervisor's decision was rendered or should have been rendered, the grievant shall reduce the

grievance to writing and present the grievance to the senior officer in charge of the division or battalion.

If the senior ranking officer is the immediate supervisor, then the grievance shall be conveyed to the Fire Chief. The written grievance shall contain the following:

(a) A complete statement of the grievance and the facts upon which it is based.
(b) The 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 person representing the grievant (Union official or the grievant).

The senior officer of the division or battalion shall provide his written decision within Ten (10) calendar days from receipt of the grievance. If the grievance is presented to the Fire Chief at this step, Step 3 of this grievance process shall govern the Fire Chief's response.

Step 3: If the grievance remains unresolved following the action taken by the senior officer at Step 2, the grievant may, within Ten (10) calendar days following the senior officer's decision, present the written grievance to the Fire Chief. The Fire Chief shall have ten (10) calendar days in which to render a written 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, submit the grievance to arbitration under the Rules of the Public Employee Labor Relations Board ("PELRB"). 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 3. Arbitration. The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

3.1 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 shall provide the parties with his decision within thirty (30) days following the close of the hearing. The Arbitrator's decision shall be final and binding on all Parties as to the matter in dispute, subject to the provisions of RSA 542.

3.2 The Arbitrator shall be empowered with the authority to resolve disagreements as to the arbitrability of a grievance submitted under this grievance procedure. Any provision in this agreement specifically referring to Statutes, City Charter, City Ordinances, City Policies and Rules and Regulations, shall not be subject to the grievance and arbitration procedure set forth herein. 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 nor shall a hearing on the merits of a case occur prior to the resolution of any other issues of arbitrability which have been submitted to the N.H. Public Employees Labor Relations Board for resolution.

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

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

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

Section 4. 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.

Section 5. 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.

ARTICLE XI
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.

1.1 Disciplinary action will normally be taken in the following order:

(a) Verbal Warning
(b) Written Warning
(c) Suspension without Pay
(d) Discharge

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

1.2 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.

1.3 Verbal warnings may be documented in the EMPLOYEE'S personnel file if the "Verbal Warning" form is used (see appendix A). EMPLOYEES shall have the right to have verbal warnings removed from their personnel file upon their request once three (3) years from issuance has passed.

ARTICLE XII
SENIORITY

Section 1. Computation. Seniority of EMPLOYEES shall be computed from their latest date of appointment to the Fire Department. 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.

Section 2. Loss of Seniority. An EMPLOYEE shall lose seniority and his 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 five (5) working days after being recalled.
(d) The EMPLOYEE fails to report to work at the termination of the leave of absence.

(e) Separated from the 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 XIII
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 postings to official UNION business and will insure that all official notices are appropriately identified. The EMPLOYER and the UNION shall mutually agree upon locations for bulletin boards.

ARTICLE XIV
WORK WEEK

Section 1. Work Week.
The regular workweek** for all members of the Fire Suppression Division shall be an average of forty-two (42) hours per week, working two (2) consecutive days, two (2) consecutive nights, with four (4) consecutive days off (a tour).

1.1 The normal workweek for members of other Divisions shall be forty (40) hours.

1.2 Fire Dispatchers / Lead Dispatchers shall be paid on the basis of actual hours worked.

1.3 Fire Dispatchers / Lead Dispatchers who are on a *FULL VACATION BLOCK* during a 48 hour work week shall be paid based on hours withdrawn from their annual leave at a straight time rate.

** 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.

Section 2. Dispatch Schedules.
The regular workweek for all members of the Communications Division shall be two (2) consecutive days commencing at 0600 - 1700; followed by two (2) consecutive nights commencing at 1700 – 0600, followed by four (4) consecutive days and nights off.

2.1 Shifts shall be assigned in accordance with Lead Dispatcher Status and divided into two classifications:

2.2 Assigned Battalion/Lead Dispatcher – Lead Dispatcher is assigned to a specific Battalion. Assigned Battalion Dispatchers first scheduled day of the work week shall commence on the first day of a Battalion's workweek.

2.3 Divided Battalion – Dispatcher is assigned to two Battalions. Divided Battalion Dispatchers first scheduled day of the work week shall commence on the second day of an assigned Battalion.

2.4 Assignment of schedule- Assigned Battalion/Lead Dispatchers – Lead Dispatchers with the highest departmental seniority will be assigned to this schedule. Should there be insufficient personnel to fill the Lead Dispatcher Positions; the employee with the highest seniority shall be assigned to the shift in a dispatcher status.

Divided Battalion – Dispatchers shall be assigned to this schedule.

2.5 Schedule switches:
Within the parameters in section 2.1 above, should there be a vacancy, dispatchers on opposing schedules within classification may at any time request to switch their respective schedules. Approval or denial will be at the sole discretion of the Fire Chief or their designee.

Section 3. Shift Transfers.
Employees transferred may be required, as a result of the transfer, to work more or less than their standard number of hours in the regular work schedule from which they were transferred.

3.1 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.

3.2 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.

3.3 All shift transfers initiated by the EMPLOYEE, and approved by the EMPLOYER, shall be done on a case by case basis. Multiple requests shall be given to the senior member requesting.

3.4 All shift transfers initiated by the EMPLOYER, for the purpose of maintaining/equalizing battalion staffing levels shall be done voluntarily by seniority then mandatorily by reverse seniority.

3.5 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 4. Temporary Alternate Duty.

4.1 Off-Duty EMPLOYEES who are temporarily disabled by injury or illness off-duty 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 Division Commander, provided:

(a) They have been released to work by their treating physician.

(b) Their physician-prescribed work conditions can be met within the limits of reasonable accommodation by the EMPLOYER.

4.2 On-Duty EMPLOYEES who are temporarily disabled by on-duty injury or illness are obliged to return to temporary alternative duty within divisions of the Fire Department and may choose to stay on their current schedule. The choice of light duty schedule shall not preclude the Fire Chief or Deputy Fire Chief from deciding the type of work assigned, within the EMPLOYEE'S doctor-prescribed limitations.

4.3 HOLIDAYS Forty-two hour EMPLOYEES assigned to the 40-hour work (TAD) schedule refer to Article XXI, Section 2.3.

ARTICLE XV
OVERTIME

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 2. Overtime Distribution, Fire Suppression.

2.1 Minimum Staffing Coverage requirements, as determined by the EMPLOYER, shall be assigned in accordance with Classification[1], seniority and hours worked or offered, by Battalion.

2.2 EMPLOYEES[10] from the covering Battalion shall be responsible for the staffing needs of the next scheduled Battalion through Scheduled Overtime[2] or Recall[3]. Should there be insufficient EMPLOYEES from the covering Battalion, then on-duty personnel may be subject to Annexed Time[4], and EMPLOYEES from the subsequent off duty Battalions, may be used on a voluntary Recall basis.

2.3 All hours worked or offered, unless specified in 2.4, shall be recorded on a Master Overtime List.

(a) For the purposes of this article, "offered", shall mean assigned to an employee who subsequently finds another EMPLOYEE to work the overtime assignment.
(b) A maintenance reduction of accrued hours will occur equally to every EMPLOYEE annually.

2.4 Overtime hours performed for the following shall not be recorded on the EMPLOYEE'S Master Overtime List:

(a) General Alarms
(b) Audible Alarms
(c) Rapid Recall
(d) Staffing Recall
(e) Minimum staffing coverage, non-covering shift, offered voluntarily by seniority
(f) Holdover
(g) Off-duty training necessary for the maintenance of the EMPLOYEE'S required job certification. (I.e. Paramedic In-service)

Section 3 Overtime Distribution Fire Alarm Dispatchers / Lead Dispatchers
Minimum staffing Coverage requirements as determined by the EMPLOYER shall be assigned in accordance with seniority and hours worked or offered, by division, and in accordance with Section 4.

Section 4. Overtime Distribution, Other Divisions.
Minimum Staffing Coverage requirements for all other Divisions shall be in accordance with Classification, seniority, and hours worked or offered within the Division. Should there be insufficient EMPLOYEES within a division then overtime shall be distributed to EMPLOYEES from other Divisions as per Article XVII. Unless otherwise noted, overtime performed by EMPLOYEES from outside a division will be recorded as worked, offered, or unavailable on the Out of Division list. Governed by this subsection are Fire Suppression, Fire Prevention.

Section 5. Dispatch Mandatory Overtime

5.1 Staffing Level Four, Five, Six, Seven Dispatchers / Lead Dispatchers: The Department will keep a posted list of overtime hours worked or offered to the Fire Dispatchers / Lead Dispatchers. Selection for overtime will use the following criteria:

(a) Identify what vacancy exists.
(b) Identify who is in ***available (1)* status for a full 12-hour shift.
(c) Identify which available Dispatcher / Lead Dispatcher has lowest hours **at the time of the hiring** (tie goes to senior member).
(d) Mandate Dispatcher / Lead Dispatcher with lowest hours.
(e) If unable to contact, then move to the next available Dispatcher / Lead Dispatcher with lowest hours.
(f) If no Dispatcher / Lead Dispatcher is available to work 12-hour shift, mandate Dispatchers / Lead Dispatcher with lowest hours to split the shift.
(g) Mandate the dispatcher currently on duty.

** *Available (1)* means any Dispatcher / Lead Dispatcher who will not exceed 18 hours as the sole Fire Dispatcher.

5.2 Staffing Level Eight Dispatchers / Lead Dispatchers: The Department will keep a posted list of overtime hours worked or offered to the Fire Dispatchers / Lead Dispatchers. Selection for overtime will use the following criteria:

(a) Identify what vacancy exists
(b) Identify who is in ***available (2)* status
(c) Identify which available Dispatcher / Lead Dispatcher has lowest hours at the time of the hiring (tie goes to the senior member)
(d) Mandate Dispatcher / Lead Dispatcher with lowest hours

** *Available* (2) means any qualified dispatcher / Lead Dispatcher working the shift, or any part of the shift, prior to the vacancy occurring, not to exceed 48 hours in length.

5.3 Dispatch Notes Pertaining to Section 5

Note 1: Dispatchers / Lead Dispatchers working swaps, overtime, or voluntary overtime will be subject to mandate in accordance with the definition of available (Note 5 located at the end of this article), Staffing Level Eight Dispatchers / Lead Dispatchers.
Note 2: Section 4 will not preclude mandated Dispatchers / Lead Dispatchers from splitting and/or giving away overtime shifts to other Dispatchers, Lead Dispatchers, Fire Alarm Traffic Technician, Communications Supervisor or Fire Alarm Traffic Signal Supervisor on a voluntary basis. Mandated Dispatchers / Lead Dispatchers shall make every reasonable effort to give their overtime (OT) to members of Local 1045 before offering outside the local.

Note 3: Hours will be charged to the Dispatcher / Lead Dispatcher being mandated for the overtime in accordance with lowest hours.
Note 4: No Dispatcher / Lead Dispatcher shall be forced to work in excess of five (5) consecutive days/nights.
Note 5: Dispatchers / Lead Dispatchers on annual leave or swaps shall not be responsible for overtime the 12 hours prior to; nor the 12 hours subsequent to the 12 hour leave.
Note 6: Overtime hiring will normally be done based on low hours at the time of the request.
Note 7: Shift Vacancies shall be hired for, when practical, sixty days in advance of said vacancy. In the event vacancies are filled and the overtime has been scheduled but not yet worked overtime will be cancelled, and no hours will be charged.
Note 8: Staffing Level shall be considered altered at the time that any employee reaches short term and/or long term disability status.

5.4 Dispatcher / Lead Dispatcher Vacation Coverage Hiring.

(a) A Vacation Pick list will be posted by the second Monday in January following the first day of the month.
(b) Vacation picks shall be selected by seniority.
(c) Any Dispatcher / Lead Dispatcher on vacation will not be responsible for coverage the four days prior and four days subsequent to the vacation period.
(d) All Fire Dispatcher / Lead Dispatcher vacations that are scheduled greater than 30 days in advance will be hired for based on low hours at the time of hiring. Hiring shall normally occur 60 days prior to the vacation period when sufficient notice has been given prior to the vacation date. Should a Fire Dispatcher / Lead Dispatcher cancel their vacation within the guidelines of the department, the scheduled but not yet worked overtime will be cancelled as well, and no hours will be charged.

Section 6. Voluntary Fire Alarm Traffic/Communications In Division Overtime

An EMPLOYEE may, in addition to their normal workweek, perform/receive available work/training opportunities inside of their Division such as non-technical fire alarm assignments and box testing. The following conditions shall apply:

(a) The EMPLOYEE must possess the necessary qualifications to perform/receive the available work/training.
(b) Some assignments may extend beyond one day and shall be hired for at the time of the occurrence.
(c) Employees shall be considered unavailable if the required detail has any possibility of carrying into their regularly scheduled Shift Coverage
(d) All In-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. No hours shall be charged. Individuals declining overtime shall be automatically rotated to the bottom of the Voluntary Overtime List.
(f) In-Division lists will be in order of department seniority and will be reset Semi-Annually on 2/1 and 7/1.
(g) Sign up for In-Division lists shall open 1/1 and close 1/15, and again open on 6/1 and close 6/15, becoming effective semi-annually on 2/1 and 7/1.

Section 7. Overtime Compensation, Education. *Scheduled Overtime* related to courses, certifications, schools, seminars, or licensing will be as per Article XXIX.

Section 8. Overtime compensation, Out of Division Haz-mat, Paramedic In-services, and Meetings.

8.1 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 times the EMPLOYEE'S scheduled hourly rate, and recorded on an Out of Division list as opportunity worked.

8.2 Paramedic In-services – Scheduled overtime for paramedic in-services will be paid at one and one-half times the EMPLOYEE'S hourly rate for a minimum of four hours and will be voluntary.

8.3 Staff Meetings - Scheduled Overtime related to Staff Meetings is at the sole discretion of the Fire Chief.

Section 9. Overtime Compensation, Special Details. *Scheduled Overtime*[2] related to Special Details shall be in accordance with the required *Classification*[1], seniority and hours worked or offered by Battalion/Division and will be credited to hours worked within an EMPLOYEE's regular assigned Battalion/Division. Compensation shall start at the beginning of the special detail and shall end at the conclusion of the special detail. All Special Details shall start and end at a Concord Fire Station.

Section 10. Callback. *Callback* [6, 7] overtime is at the sole discretion of the Fire Chief or his/her designee and will not be credited to hours worked within an EMPLOYEE's regular assigned Battalion/Division or the Out-of-Division List.

Section 11. Overtime Rate. Overtime at the rate of one and one-half (1 1/2) times the EMPLOYEE'S scheduled hourly rate shall be paid for all hours actually worked beyond his regularly scheduled workday. *Callback*[6,7] and *Recall*[3] shall be a four (4) hour minimum. *Scheduled Overtime* shall be a two (2) hour minimum. *Annexed Time*[4] and *Voluntary Return*[8] shall be for time actually worked. *Meal Hours*[9] shall be one (1) hour.

Section 12. Fees. Fees paid to EMPLOYEES for subpoenas related to incidents occurring in the performance of duties shall be returned to the CITY.

Section 13. Notes Pertaining to Article XV

Note 1 *Classification*, for the purposes of this Section, Firefighter/Paramedics are qualified to work as Firefighter/EMT's, as well as in their own classification.

Note 2 *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, and overtime related to Education, Staff Meetings and Special Details.

Note 3 *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 4 *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 5 *Available,* for the purposes of this article, shall mean any Fire Dispatcher that has not worked Sixteen (16) consecutive hours as the sole Fire Dispatcher in any twenty-four (24) hour period nor will exceed Sixteen (16) consecutive hours as the sole Fire Dispatcher by working their normal shift.

Note 6 *Callback, Suppression* - for the purposes of this Article, pertains to the following: rapid recall, staffing recall, audible, general alarms, Departmental inquiries, 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: audible, general alarms, Departmental inquiries, 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 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.
Note 11 *Skip Rotation,* EMPLOYEES subject to scheduled overtime may be skipped in rotation by mutual agreement of the EMPLOYER and the UNION in cases when it is mutually beneficial such as; color guard, awards, labor management committees and trainings. This is not an all-inclusive list.

ARTICLE XVI
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 a higher rate of pay, as long as the EMPLOYEE shall have worked in the higher classification for a minimum of one (1) full work hour per occurrence. The rate of pay for higher classification work shall be determined by:

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

Section 2. Selection for Assignment, Suppression.

2.1 Short Term Assignment. When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above his regularly assigned Labor Grade for a period of less than thirty (30) calendar days, the selected EMPLOYEE shall be on the Battalion where the vacancy occurs and shall: If available, be the highest positioned EMPLOYEE on the applicable promotional roster. Promotional rosters shall be used wherever practicable, even though they are beyond their expiration dates, in making selections for out of classification assignments. If there is no EMPLOYEE available from the applicable roster, or no roster exists, then selection shall be made by Department seniority within the appropriate job classification. After subsection (a) and (b) have been exhausted, the selection shall be made at the sole discretion of the Fire Chief or his/her designee.

2.2 Long Term Assignment. When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above his/her regularly assigned labor grade for a period of more than thirty (30) calendar days, the selected EMPLOYEE shall:

(a) If available, be the highest positioned EMPLOYEE on the applicable promotional roster. Promotional rosters shall be used wherever practicable, even though they are beyond their expiration dates, in making selections for out of classification assignments.
(b) If there is no EMPLOYEE available from the applicable roster, or if no roster exists, then selection shall be made by department seniority within the appropriate job classification.
(c) After subsection (a) and (b) have been exhausted, the selection shall be made at the sole discretion of the Fire Chief or his/her designee.

Section 3. Selection for Assignment- Non Suppression.

3.1 Fire Alarm/Traffic: When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above their regularly assigned labor grade, the selected EMPLOYEE shall:

(a) Be the highest positioned, available EMPLOYEE on the applicable promotional roster.
(b) If there is no employee available from the applicable roster or no roster exists, the position shall be filled by EMPLOYEE(S) within the Division by descending labor grade and then by seniority within grade.

3.2 Fire Prevention: When it becomes necessary for the EMPLOYER to utilize an EMPLOYEE above their regularly assigned labor grade the selected EMPLOYEE shall:

(a) Be the highest positioned, available EMPLOYEE on the applicable promotional roster.
(b) If there is no employee available from the applicable roster or no roster exists, the position shall be filled on the basis of qualifications and seniority.

3.3 Promotional Rosters. Shall be used whenever practicable, even though they are beyond their expiration dates, in making selections for out of classification assignments. If there is no roster available, the most senior employee who meets the minimum qualifications as certified by the Department shall be offered the position.

ARTICLE XVII
OUT-OF-DIVISION WORK

Section 1. General. An EMPLOYEE may, in addition to their normal workweek, perform/receive available work/training opportunities outside of 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 1045.

Section 2. Special Projects. This Article does not preclude administration from requesting, on a Department Directive, 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 XVIII
SUBSTITUTIONS

Section 1. General. EMPLOYEES recognize their primary employment responsibility 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 his designee.
Requests for such substitutions must be made by the EMPLOYEE in writing at least twenty four (24) hours in advance and on a form provided by the EMPLOYER.

(a) Substitutions for purposes of outside employment or business activity are prohibited. For purposes of this subsection, Military Leave and Wild Land Fire Duty shall not be considered outside employment or business activity.

(b) Such substitutions shall not result in additional costs to the EMPLOYER.

(c) At no time shall the hours worked by the substitute EMPLOYEE be used in the computation of overtime wages.

(d) When the provisions of this Article are being exercised in connection with the mandatory overtime requirements of this Agreement, the twenty-four (24) hour advance notice requirement shall not apply.

(e) Employee(s) shall be limited to owing no more than 144 hours. The Chief or Division Commander may grant exceptions to this section at their discretion.

(f) Substitutions shall not involve monetary exchanges. However, the Union May compensate EMPLOYEE(s) for substituting for Union Officials who are conducting Union business. Monetary exchanges include, but are not limited to, direct cash payments.

(g) Substitutions may be denied during pre-scheduled training periods necessary for the maintenance of an EMPLOYEE'S required job certifications if the EMPLOYEE'S maintenance of the training requirements for those certifications is inadequate based upon quarterly review as specified in Article XXIX, Section 6 and the EMPLOYEE is within three (3) months of their re-certification.

Section 2. Short term substitutions. EMPLOYEES shall be permitted to substitute for one another for up to 2 hours at either end of a shift, provided the on duty Battalion Chief is notified at least 4 hours in advance.

(a) Payback for such substitutions shall be at the discretion of the EMPLOYEES involved and shall have no effect on the hours described in (e) above.

(b) The Employees involved in the short-term swap shall be qualified on the apparatus to which the EMPLOYEE they are relieving is currently assigned to, or there is another qualified operator assigned to the apparatus.

(c) The EMPLOYER reserves the right to deny short term swaps that are requested with less than 4 (four) hours advance notice.

(d) The EMPLOYEES are responsible for all transportation associated with the personnel exchange.

(e) All items listed in section 1 of this article shall apply to section 2, with the exception of item(s) (a) and (f).

Section 3. Indemnification. The UNION recognizes that the EMPLOYER does not guarantee that an EMPLOYEE will be repaid for time they have substituted and that it is a personal obligation of the EMPLOYEES involved. Therefore, the UNION shall save the EMPLOYER harmless.

ARTICLE XIX
WAGES

Section 1. Wage Adjustment.

1.1 Suppression and Non Suppression

Effective July 5, 2014 - EMPLOYEES shall receive a 2.5% cost of living wage increase.

Effective July 4, 2015 – EMPLOYEES shall receive a 2.5% cost of living wage increase.

Effective July 2, 2016 – EMPLOYEES shall receive a 2.5% cost of living wage increase.

On November 18, 2016, EMPLOYEES shall receive a one-time payment of $400 (less applicable taxes and benefits).

Section 2. FATT Salary. With the exception of the FATT position, all personnel entering the bargaining unit will start at Step A of the wage scale and included as appendix B. Each member will advance one step upon their anniversary date for the duration of this agreement. The FATT position starting salary may be adjusted upon mutual agreement of both the EMPLOYER and the UNION. Such mutual agreement shall not be unreasonably withheld.

ARTICLE XX
INSURANCES

Section 1. General The EMPLOYER will provide Employees with points (dollars) to be utilized in making purchases from the optional portions of the City's Beneflex (flexible benefits) Program. These points 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.

1.1 Effective 07/01/14

The amount the EMPLOYER contributes will be equal to 8,680 for a One Person, 17,405 for a Two Person and 24,923 for a Family Plan. Effective for future plans and continuing until 6/30/16, the EMPLOYER'S contribution will be adjusted using the formula listed below:

Increase in City Points = [(New HMO 500– Current HMO 500) x .88947)]
New points for the current year = current points + increase in city points.
Any costs above this ceiling shall be contributed by the EMPLOYEE. Contributions of both parties are cumulative year to year. Any change to a substantially equivalent plan must be by mutual agreement of both parties. Such mutual agreement shall not be unreasonably withheld.

1.2 Effective 07/01/16

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 group health insurance from Anthem Blue Cross/Blue Shield, HealthTrust, Harvard Pilgrim or other mutually agreeable carrier. In any event, there shall only be one carrier selected. The selection of the aforementioned carrier shall be by mutual agreement of the UNION and the EMPLOYER. Such mutual agreement shall not be unreasonably withheld. At least two plans within the selected carrier shall be offered to EMPLOYEES, benefits shall be substantially equivalent to the Harvard Pilgrim POS High plan, and the Harvard Pilgrim HMO High plan, as defined in 2008. 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 XXIII	Sick Leave
Article XXVI	Death Benefit

ARTICLE XXI
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

Section 2. Eligibility.

2.1 EMPLOYEES who work forty-two (42) hours per week (average) shall be compensated ten (10) hours at the EMPLOYEE'S regular hourly rate, whether they work the day or not. This subsection shall apply to Fire Dispatchers.

2.2 Fire Alarm/Traffic Signal Technicians shall receive eight (8) hours 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 not receive that holiday's ten (10) hours of additional pay as referenced in Section 2.1 above.

Section 3. Payout of Holidays

EMPLOYEES shall, once annually, have the option to select to have their holiday pay distributed by the EMPLOYER in two lump sum checks. The EMPLOYEE will be required to submit a request, on a department request form, no later than November 1st. The City will retain the EMPLOYEE'S ensuing pay at the hourly rate at the time of occurrence of the holiday, until the Friday following Memorial Day and the Friday preceding Thanksgiving of the following year. Should an EMPLOYEE terminate employment for any reason, the holiday pay withheld to date shall be distributed to the EMPLOYEE in full. Should an employee fail to submit a request prior to the aforementioned date, the EMPLOYER will assume the EMPLOYEE has opted to receive their pay as described in 2.1 above.

ARTICLE XXII
ANNUAL LEAVE

Section 1. Annual Leave Schedules: Effective March 2002, 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
>20 years = 600 hours maximum

Fire Dispatchers shall be governed by the annual leave provisions of the Suppression Division.

1.2 Non-Suppression Divisions Accrual Rate

Period of Employment	Monthly Accrual Rate
0 thru 5 years	7.50 hours/month worked
6 thru 10 years	10.83 hours/month worked
11 thru 15 years	12.50 hours/month worked
16 thru 20 years	15.00 hours/month worked
21 thru 25 years	16.67 hours/month worked
Over 25 years	18.33 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
>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.** EMPLOYEES shall be granted four (4) unscheduled annual leave opportunities regardless of predicted staffing levels per fiscal year. If said leave is taken in less than a full shift allotment, it shall be counted as a whole opportunity. Opportunities shall be granted on a first come, first serve and seniority basis. No more than five (5) EMPLOYEES shall utilize these opportunities during the same single shift.

Section 3. Additional Unscheduled Annual Leave. EMPLOYEES may be granted individual, unscheduled, annual days in advance based on predicted staffing levels and on a first come, first serve basis. In the case that two members request an unscheduled annual day at the same time, the member with the most department seniority will be granted the annual. Approval of requests for leave shall be granted between 7 days and the start of said leave, the Battalion Chiefs shall act on this request at their earliest convenience. In no case shall said leave be approved greater than 7 days in advance.

3.1 For the purpose of granting additional Unscheduled Annual Leave "predicted staffing levels" shall be interpreted to include positions which have intentionally been left vacant by the EMPLOYER as fully staffed.

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. Open vacation slots shall be available to all members of the suppression division regardless of classification.

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 his/her designee to address such verifiable things as family emergencies.

ARTICLE XXIII
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 sick day per month shall be credited to the EMPLOYEE'S Sick Leave Account, accruable to 15 days maximum.
(b) 3/4 days per month shall be credited to the EMPLOYEE'S Extended Sick Leave Account, accruable to 75 days maximum.

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 his/her sick leave credit per month until both accounts are at maximum.

Persons with accruals in excess of 75 days in their Extended Sick Leave at the time of this change shall have the extra days credited to their sick leave account.

During the first six months of employment with the CITY the one and one quarter (1 1/4) day monthly accrual shall be credited to the EMPLOYEE'S Sick Leave Account.

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. If Sick Leave is used to meet dental appointments, to take physical examinations or other essential preventive medical measures when on duty, it shall be approved by the Fire Chief or their designee due to extenuating circumstances. 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, or seven (7) days within a calendar year. "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 shall have the difference between the amount paid by Worker's Compensation and the EMPLOYEE'S net wage paid by the CITY for a period of up to ninety (90) days maximum. Thereafter the EMPLOYEE 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 until their sick leave balance is exhausted.

For those covered under Beneflex, section 4 of this article 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.

Section A. General. 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.

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 during 2014 shall be 250 dollars, and shall go into effect upon ratification of the contract. 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.

ARTICLE XXIV
FAMILY SICK

Sick leave shall only be allowed to be used as family sick because of serious illness in the immediate family. 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, or seven (7) days within a calendar year. "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. Family sick leave shall not be considered a privilege to be used at the Employee's discretion, but shall be allowed in the following instances:

To provide direct care to a sick family member, including transportation to and from medical providers;

(a) For emergency medical care;
(b) To attend to family members undergoing life threatening medical procedures;
(c) For the birth and delivery of a child;
(d) To provide emotional and psychological support to family members facing imminent terminal illness.

However, it shall not be allowed in instances such as:

(a) Hospital visits to inpatients;
(b) For daycare purposes.

If the total number of sick days used is greater than five during the performance evaluation period, a reason for family sick leave shall be given; if the total number is equal to or less than five, the EMPLOYER reserves the right to request reasons; however, the EMPLOYER will not routinely ask for reasons.

ARTICLE XXV
BEREAVEMENT LEAVE

Section 1. General. In the event of death in the Immediate Family, the EMPLOYEE shall be granted up to 3 days paid leave of absence to make household adjustments or to attend funeral services. A fourth day of leave shall be granted, at the EMPLOYEE's request, provided that this fourth day is within one week of the death of the Immediate Family member. The fourth day shall be charged as annual leave time. "Immediate Family" is defined in the Sick Leave Article of this Agreement.

ARTICLE XXVI
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. A sum equivalent to the EMPLOYEE'S regular hourly rate times all accumulated annual leave shall also be paid to his/her beneficiary.

ARTICLE XXVII
UNION BUSINESS

Section 1. Union Business Leave. With notification of the Battalion Chief; the President, Vice President, Secretary and Treasurer of the UNION or their designated representatives shall be entitled to a total of eleven (11) working days 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) The President, Vice President, Secretary or Treasurer shall make requests for leave to the Battalion Chief 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 hour increments but the minimum time charged shall not be less than two hours.

Section 2. 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.

2.1 Should an EMPLOYEE be eligible for overtime which would occur in whole or 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 they will be available to work at the appointed time.

Section 3. Duty Hours. The internal business of the UNION shall be conducted during non-duty hours, however, UNION officers may use on duty time to conduct internal UNION business such as the preparation of minutes, budgets or coordinating UNION community service activities. Such on duty time shall not be used for grievance or bargaining preparation or media contacts. On duty time may only be utilized after all City duties have been completed and shall not interfere in the day-to-day operations of the Department.

Section 4. City Facilities. Requests to use the EMPLOYER'S facilities shall be made at least 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 XXVIII
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 Part Time Employees
(c) Probationary Full Time Employees (New Hire)
(d) Permanent Part Time Employees
(e) Permanent Full Time Employees.

Employees shall be laid off in the inverse order of department 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 greater departmental seniority.

In the event that a person so bumped is qualified for more than one classification in an equal or lower labor grade, they shall bump the person within such classifications who has the least departmental seniority, provided that their departmental seniority is greater.

IAFF Local 1045 agrees to allow persons who are promoted out of the unit to be reinstated during their probationary period.

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 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 months. Nothing in this 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 a recall notice 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 five (5) 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.

ARTICLE XXIX
EDUCATIONAL BENEFITS

Section 1. Payment for Non-Required Courses (Schools of Higher Learning). The EMPLOYER shall reimburse one half (1/2) the cost of tuition or fee, if any, for non required, Fire Department related courses taken by EMPLOYEES at Schools of Higher Learning and approved in accordance with this section. Expenses, such as tuition, meals, lodging, and travel may be absorbed by the EMPLOYER. All courses eligible for payment under this section shall:

(a) Be reviewed and approved by the Fire Chief or designee prior to enrollment.
(b) Be initiated and completed while in the employ of the Fire Department.
(c) Be completed with sufficient evidence to the Fire Chief or designee of a grade of "C" or better, or passing grade in ungraded courses, etc..
(d) Be attended on the EMPLOYEES'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 Training coordinator and upon approval complete a Travel/Training submission, if required. The Fire Chief and the designated Training coordinator 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.

Section 2. Educational Benefit, Pre-approved leave for overtime.
EMPLOYEES who are taking classes in any area of formal education (Schools of Higher Learning) may meet with the Fire Chief or their designee, and complete a "confirmation of education" form, as provided by the EMPLOYER. Upon presentation of the "confirmation of education" form, from the EMPLOYEE to the Battalion Chief, the Battalion Chief shall enter the dates of the confirmed education into the BC's Calendar as shifts in which the EMPLOYEE shall be considered on Pre-Approved Leave and there for not eligible nor responsible for Mandatory Overtime. This Article shall in no way allow for on duty coverage nor shall it incur any cost to the EMPLOYER.

Section 3. Payment for Non-Required Courses (Other). The EMPLOYER shall reimburse the cost of tuition or fee, if any, for other non-required, Fire Department related courses, certifications, schools, seminars, or licensing taken by EMPLOYEES and approved in accordance with this Section. Expenses, such as tuition, meals, lodging, travel, and compensation as per Article XV, Sections 6 and 10, shall be absorbed by the EMPLOYER as required by law. All courses, certifications, schools, seminars, or licensing eligible for payment under this section shall:

(a) Be reviewed and approved by the Fire Chief or designee prior to enrollment.
(b) Be initiated and completed while in the employ of the Fire Department.
(c) Be completed with sufficient evidence to the Fire Chief or designee of a grade of "C" or better, or passing grade in ungraded courses, etc..

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, certification, school, seminar, or licensing to the Training coordinator and upon approval shall complete the Travel/Training submission, if required. The Fire Chief and the Training coordinator 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.

Section 4. 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 XV, Sections 6 and 10, for required courses, certifications, schools, seminars, or licensing 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/or licensing, 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, seminars, or licensing eligible for payment under this section shall:

(a) Be sponsored by the EMPLOYER.
(b) 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 that such course, certification, school, seminar or licensing 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 EMPLOYEES 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 seminars, or licensing. The provisions of this Section shall not prohibit the EMPLOYER from instituting on-duty training or testing for required courses.

Section 5. 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-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/or licensing and for processing the related forms.

(a) This section does not apply to EMPLOYEE(S) selected and sent to a Paramedic Program by the EMPLOYER, which is at the sole discretion of the Fire Chief.
(b) The EMPLOYER reserves the exclusive right to determine whether or not to allow on-duty EMPLOYEE(S) time off to attend such courses.

Section 6. Responsibility for Required Courses. The EMPLOYER retains all rights and responsibility for the instructors, evaluators, content, scheduling, and the cancellation as necessary in its provision of required courses, however, the Department's designee for coordinating such courses will meet and confer with the UNION'S designee on a quarterly basis with the intent to receive input on the content and scheduling of future courses as well as analysis and critique of previous courses. The EMPLOYEES are responsible for attending sufficient training opportunities to maintain their certifications and/or licensing, for completing and submitting the required applications to the Department authority. The EMPLOYER shall be responsible for providing access to a suitable program for tracking of continuing education and recertification hours. The EMPLOYER shall be responsible to provide EMPLOYEES with a weekly CEU Report, as is accepted in July of 2014 that includes course title, relevant course codes, and hours. The EMPLOYEE shall be responsible for recording provided training into EMPLOYER provided database. The EMPLOYEE shall meet with the EMPLOYER'S designee on a quarterly basis regarding the status of recertification requirements.

ARTICLE XXX
HEALTH AND SAFETY

Section 1. General. The UNION recognizes the right of the EMPLOYER to provide for the 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 safety matters.

Section 2. Safety Committee. There will be a department safety committee. Local 1045 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 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. The UNION agrees that the EMPLOYER may implement a program change as indicated in Alternate sections at a time after July 2nd, 2005. At no time shall the EMPLOYER partially implement the program change.

(Alternate) 4.1 Uniform type and allotment. The EMPLOYER shall provide to each member of the Local up to a total of Eight (8) 100 % cotton Polo shirts, in any combination of short sleeved and long sleeved as requested by the EMPLOYEE. EMPLOYER shall also provide Two (2) (collared) Job shirts at least 95% cotton, Four (4) 100% cotton Tee shirts, and Four (4) pairs of FR or Nomex pants. An inclement weather jacket shall be provided.

(Alternate) 4.2 Uniform replacement. The EMPLOYER will repair or replace all polo shirts, Job Shirts, Tee shirts, Pants, Inclement Weather Jacket, 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. This includes normal wear and tear as well as damage occurring in the line of duty. All department issued garments, including Polo shirts and Inclement Weather Jacket, may not be worn while off duty.

4.3 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.

(Alternate) 4.4 Uniform wear. The issued Polo shirt or the issued job shirt will be the official outerwear uniform, from October 1st through March 31st. From April 1st through September 30th, EITHER the issued Polo shirt or the issued Tee Shirt may be worn as official outerwear, at the EMPLOYEES discretion. The wearing of an issued Job shirt over the issued Polo shirt or Tee Shirt is at the EMPLOYEES discretion. All Polo shirts and Tee Shirts must be clean and neat, free of holes or tears, without stains or marks, and without stretched collars. Polo shirts and Tee shirts must be tucked in at all times, including when in the station. It shall be at the EMPLOYEES discretion whether to wear the long or short sleeved Polo shirt. A Mock neck shirt that is approved by the EMPLOYER and purchased at the EMPLOYEES expense may be worn as an undergarment.

Section 5. Dress Uniforms. The EMPLOYER shall order all non-probationary EMPLOYEES, no later than sixty(60) days after the start of the new fiscal year, all articles of dress uniforms and equipment. The EMPLOYER shall not be responsible for factors outside their control.

Section 6. 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 that were provided by the EMPLOYER. EMPLOYEES who are retiring from the Department shall be

allowed to keep their dress uniform and helmet if requested in writing to the Fire Chief, provided all other issued equipment has been returned.

Section 7. Smoking.

(a) The UNION and the EMPLOYER agree that all Employees hired after 7/1/04 shall not smoke on duty.

(b) Further, the UNION and the EMPLOYER agree that generally no Employee shall smoke on the scene of an emergency. However, the Employer recognizes that Employees hired prior to 7/1/04 should be allowed to smoke at extended operations as long as they are not in view of the public and it is not immediately after engaging in physical exertion or detrimental to the operation of the incident.

(c) The Union and the EMPLOYER agree that all EMPLOYEES hired after 07/01/14 shall not use tobacco products of any kind on duty.

ARTICLE XXXI
COMMUNICATIONS TO EMPLOYEES

Section 1. Copies of Agreements. The EMPLOYER shall provide the UNION with two (2) hardcopies and one (1) digital media copy 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 to each fire station and work location. Changes to such Standard Operating Procedures/Guidelines and Administrative Regulations shall normally be published by posting in all stations and work locations at least ten (10) calendar days prior to becoming effective. Said changes and any Department Directives, Dispatch Directives, and Informational Bulletins shall be copied to the UNION executive board in digital media format.

ARTICLE XXXII
EMPLOYEE RIGHTS

Section 1. Transportation, Station-to-Station. The EMPLOYER will provide transportation, if necessary, from one station to another station, and back to the station of origin, 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 Housekeeping. EMPLOYEES shall perform normal Buildings and Grounds maintenance and/or cleaning at the Fire Stations such as sweeping/washing floors, toilet facilities, lawn care, and light bulb replacement. However, no EMPLOYEE will be required to perform work which would require licensure or certification such as plumber or electrician.

2.2 Tools and Equipment. EMPLOYEES shall perform normal Tool and Equipment maintenance and/or cleaning such as minor rust removal/painting, fueling as applicable, and shall also conduct inventory and scheduled checks.

2.3 Vehicles. EMPLOYEES shall perform normal vehicle maintenance and/or cleaning such as bulb replacement, hose testing, fueling, washing, waxing and shall also conduct inventory and scheduled checks. However, no EMPLOYEE will be required to perform work that would require a professional mechanic.

2.4 Data Processing. EMPLOYEES shall process Fire Department related data and, where applicable, enter such data on automated processing equipment to the level of existing skills.

2.5 Training Grounds. EMPLOYEES shall clean up the facility and pick up and dispose of waste caused by their activities during Department operations.

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 his personal inspection between the hours of 7:00 A.M. and 5:00 P.M. daily with the exceptions of weekends and holidays.

Section 6. Wildland Fire Leave

For the purposes of accommodating those members who wish to assist the U.S. Department of Interior or the State of New Hampshire in aspects of containment and suppression of large scale Wildland fire, the CITY shall offer Wildland Fire Leave by April 1st of each year. Members wishing to participate in the program shall submit their interest in writing to Fire Administration prior to that time. The City shall authorize and approve a maximum of two (2) EMPLOYEES for such leave at the same time. The following conditions shall apply.

(a) A maximum of two (2) EMPLOYEES shall be allowed out on Wildland Fire Leave at any given time unless approved by the Fire Chief or their designee.
(b) The first two EMPLOYEES that notify the Battalion Chief that they have been activated shall be allowed to leave.
(c) Swaps utilized for this purpose shall not be considered outside employment and may be granted without the typical 24 hours notice.
(d) Emergency annuals shall be granted as necessary when the employee cannot find coverage for the entire 16-day period on leave. The employees shall have the option, upon return, to reimburse the city for ½ time overtime cost incurred by the granting of such emergency annuals to bring his/her time out on leave back to "no cost" status or by keeping the benefit the CITY provided of emergency annuals and make this his/her last leave for the wildfire season.

The EMPLOYEE, upon return, shall with the assistance of his/her supervisor; fill out the appropriate training report to log skills and hours. The EMPLOYEE & UNION realize that the CITY offers training to stay in current with Job Classification requirements. The EMPLOYEE shall be responsible, on his/her own time, for completing those certification training's required by his/her job classification, if offered by the CITY and missed, while on Wildland fire leave.

ARTICLE XXXIII
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 provision.

ARTICLE XXXIV
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 any 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 XXXV
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.

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 Services

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 Local 1045 of the International Association of Firefighters as set forth in Article I, PREAMBLE, of this Agreement.

ARTICLE XXXVI
DURATION OF AGREEMENT

Section 1. Duration. This agreement as executed by the parties shall take full force and effect beginning upon execution of the agreement, and ending at 11:59 P.M. on June 30, 2017.

Section 2. Renegotiation. Renegotiation of this agreement will commence by February 15, 2017 if written notification is received by January 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 26th day of June 2014. Both such copies shall be considered originals.

Witness:

The City of Concord
By:

Suzanne Sterns

Witness:

The Concord Firefighters
Local #1045

James Duckworth

APPENDIX A

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:

Issued by:_____/_____
date

Employee:_____/_____
date

Original to file, copy to employee

APPENDIX B
WAGE SCHEDULES

Effective 07/5/14

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
12	$16.40	$16.80	$17.23	$17.66	$18.10	$18.56	$19.01	$19.49	$19.98	$20.47	$20.99	$21.51	$22.05	$22.60	$23.18	$23.75
Dispatcher	$656.00	$672.00	$689.20	$706.40	$724.00	$742.40	$760.40	$779.60	$799.20	$818.80	$839.60	$860.40	$882.00	$904.00	$927.20	$950.00
40 Hr.	$34,112.00	$34,944.00	$35,838.40	$36,732.80	$37,648.00	$38,604.80	$39,540.80	$40,539.20	$41,558.40	$42,577.60	$43,659.20	$44,740.80	$45,864.00	$47,008.00	$48,214.40	$49,400.00
13	$17.23	$17.66	$18.10	$18.56	$19.01	$19.49	$19.98	$20.47	$20.99	$21.51	$22.05	$22.60	$23.18	$23.75	$24.35	$24.96
Lead Dispatcher	$689.20	$706.40	$724.00	$742.40	$760.40	$779.60	$799.20	$818.80	$839.60	$860.40	$882.00	$904.00	$927.20	$950.00	$974.00	$998.40
40 Hr.	$35,838.40	$36,732.80	$37,648.00	$38,604.80	$39,540.80	$40,539.20	$41,558.40	$42,577.60	$43,659.20	$44,740.80	$45,864.00	$47,008.00	$48,214.40	$49,400.00	$50,648.00	$51,916.80
16	$19.98	$20.47	$20.99	$21.51	$22.05	$22.60	$23.18	$23.75	$24.35	$24.96	$25.57	$26.21	$26.87	$27.54	$28.23	$28.94
FATT	$799.20	$818.80	$839.60	$860.40	$882.00	$904.00	$927.20	$950.00	$974.00	$998.40	$1,022.80	$1,048.40	$1,074.80	$1,101.60	$1,129.20	$1,157.60
40 Hr.	$41,558.40	$42,577.60	$43,659.20	$44,740.80	$45,864.00	$47,008.00	$48,214.40	$49,400.00	$50,648.00	$51,916.80	$53,185.60	$54,516.80	$55,889.60	$57,283.20	$58,718.40	$60,195.20
15	$19.01	$19.49	$19.98	$20.47	$20.99	$21.51	$22.05	$22.60	$23.18	$23.75	$24.35	$24.96	$25.57	$26.21	$26.87	$27.54
FF	$798.42	$818.58	$839.16	$859.74	$881.58	$903.42	$926.10	$949.20	$973.56	$997.50	$1,022.70	$1,048.32	$1,073.94	$1,100.82	$1,128.54	$1,156.68
42 Hr	$41,517.84	$42,566.16	$43,838.32	$44,706.48	$45,842.16	$46,977.84	$48,157.20	$49,358.40	$50,625.12	$51,870.00	$53,180.40	$54,512.64	$55,844.88	$57,242.64	$58,684.08	$60,147.36
17	$20.99	$21.51	$22.05	$22.60	$23.18	$23.75	$24.35	$24.96	$25.57	$26.21	$26.87	$27.54	$28.23	$28.94	$29.66	$30.40
FF/P	$881.58	$903.42	$926.10	$949.20	$973.56	$997.50	$1,022.70	$1,048.32	$1,073.94	$1,100.82	$1,128.54	$1,156.68	$1,185.66	$1,215.48	$1,245.72	$1,276.80
42 Hr.	$45,842.16	$46,977.84	$48,157.20	$49,358.40	$50,625.12	$51,870.00	$53,180.40	$54,512.64	$55,844.88	$57,242.64	$58,684.08	$60,147.36	$61,654.32	$63,204.96	$64,777.44	$66,393.60

Effective 07/4/15

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
12	$16.81	$17.22	$17.66	$18.10	$18.55	$19.02	$19.49	$19.98	$20.48	$20.98	$21.51	$22.05	$22.60	$23.17	$23.76	$24.34
Dispatcher	$672.40	$688.80	$706.40	$724.00	$742.00	$760.80	$779.80	$799.20	$819.20	$839.20	$860.40	$882.00	$904.00	$926.80	$950.40	$973.60
40 Hr.	$34,964.80	$35,817.60	$36,732.80	$37,648.00	$38,584.00	$39,561.60	$40,539.20	$41,558.40	$42,598.40	$43,638.40	$44,740.80	$45,864.00	$47,008.00	$48,193.60	$49,420.80	$50,627.20
13	$17.66	$18.10	$18.55	$19.02	$19.49	$19.98	$20.48	$20.98	$21.51	$22.05	$22.60	$23.17	$23.76	$24.34	$24.96	$25.58
Lead Dispatcher	$706.40	$724.00	$742.00	$760.80	$779.60	$799.20	$819.20	$839.20	$860.40	$882.00	$904.00	$926.80	$950.40	$973.60	$998.40	$1,023.20
40 Hr.	$36,732.80	$37,648.00	$38,584.00	$39,561.60	$40,539.20	$41,558.40	$42,598.40	$43,638.40	$44,740.80	$45,864.00	$47,008.00	$48,193.60	$49,420.80	$50,627.20	$51,916.80	$53,206.40
16	$20.48	$20.98	$21.51	$22.05	$22.60	$23.17	$23.76	$24.34	$24.96	$25.58	$26.21	$26.87	$27.54	$28.23	$28.94	$29.66
FATT	$819.20	$839.20	$860.40	$882.00	$904.00	$926.80	$950.40	$973.60	$998.40	$1,023.20	$1,048.40	$1,074.80	$1,101.60	$1,129.20	$1,157.60	$1,186.40
40 Hr.	$42,598.40	$43,638.40	$44,740.80	$45,864.00	$47,008.00	$48,193.60	$49,420.80	$50,627.20	$51,916.80	$53,206.40	$54,516.80	$55,889.60	$57,283.20	$58,718.40	$60,195.20	$61,692.80
15	$19.49	$19.98	$20.48	$20.98	$21.51	$22.05	$22.60	$23.17	$23.76	$24.34	$24.96	$25.58	$26.21	$26.87	$27.54	$28.23
FF	$818.58	$839.16	$860.16	$881.16	$903.42	$926.10	$949.20	$973.14	$997.92	$1,022.28	$1,048.32	$1,074.36	$1,100.82	$1,128.54	$1,156.68	$1,185.66
42 Hr	$42,566.16	$43,636.32	$44,728.32	$45,820.32	$46,977.84	$48,157.20	$49,358.40	$50,603.28	$51,891.84	$53,158.56	$54,512.64	$55,866.72	$57,242.64	$58,684.08	$60,147.36	$61,654.32
17	$21.51	$22.05	$22.60	$23.17	$23.76	$24.34	$24.96	$25.58	$26.21	$26.87	$27.54	$28.23	$28.94	$29.66	$30.40	$31.16
FF/P	$903.42	$926.10	$949.20	$973.14	$997.92	$1,022.28	$1,048.32	$1,074.36	$1,100.82	$1,128.54	$1,156.68	$1,185.66	$1,215.48	$1,245.72	$1,276.80	$1,308.72
42 Hr.	$46,977.84	$48,157.20	$49,358.40	$50,603.28	$51,891.84	$53,158.56	$54,512.64	$55,866.72	$57,242.64	$58,684.08	$60,147.36	$61,654.32	$63,204.96	$64,777.44	$66,393.60	$68,053.44

Effective 07/2/16

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
12	$17.23	$17.65	$18.10	$18.55	$19.01	$19.50	$19.98	$20.48	$20.99	$21.50	$22.05	$22.60	$23.17	$23.75	$24.35	$24.95
Dispatcher	$689.20	$706.00	$724.00	$742.00	$760.40	$780.00	$799.20	$819.20	$839.60	$860.00	$882.00	$904.00	$926.80	$950.00	$974.00	$998.00
40 Hr.	$35,838.40	$36,712.00	$37,648.00	$38,584.00	$39,540.80	$40,560.00	$41,558.40	$42,598.40	$43,659.20	$44,720.00	$45,864.00	$47,008.00	$48,193.60	$49,400.00	$50,648.00	$51,896.00
13	$18.10	$18.55	$19.01	$19.50	$19.98	$20.48	$20.99	$21.50	$22.05	$22.60	$23.17	$23.75	$24.35	$24.95	$25.58	$26.22
Lead Dispatcher	$724.00	$742.00	$760.40	$780.00	$799.20	$819.20	$839.60	$860.00	$882.00	$904.00	$926.80	$950.00	$974.00	$998.00	$1,023.20	$1,048.80
40 Hr.	$37,648.00	$38,584.00	$39,540.80	$40,560.00	$41,558.40	$42,598.40	$43,659.20	$44,720.00	$45,864.00	$47,008.00	$48,193.60	$49,400.00	$50,648.00	$51,896.00	$53,206.40	$54,537.60
16	$20.99	$21.50	$22.05	$22.60	$23.17	$23.75	$24.35	$24.95	$25.58	$26.22	$26.87	$27.54	$28.23	$28.94	$29.66	$30.40
FATT	$839.60	$860.00	$882.00	$904.00	$926.80	$950.00	$974.00	$998.00	$1,023.20	$1,048.80	$1,074.80	$1,101.60	$1,129.20	$1,157.60	$1,186.40	$1,216.00
40 Hr.	$43,659.20	$44,720.00	$45,864.00	$47,008.00	$48,193.60	$49,400.00	$50,648.00	$51,896.00	$53,206.40	$54,537.60	$55,889.60	$57,283.20	$58,718.40	$60,195.20	$61,692.80	$63,232.00
15	$19.98	$20.48	$20.99	$21.50	$22.05	$22.60	$23.17	$23.75	$24.35	$24.95	$25.58	$26.22	$26.87	$27.54	$28.23	$28.94
FF	$839.16	$860.16	$881.58	$903.00	$926.10	$949.20	$973.14	$997.50	$1,022.70	$1,047.90	$1,074.36	$1,101.24	$1,128.54	$1,156.68	$1,185.66	$1,215.48
42 Hr	$43,636.32	$44,728.32	$45,842.16	$46,956.00	$48,157.20	$49,358.40	$50,603.28	$51,870.00	$53,180.40	$54,490.80	$55,866.72	$57,264.48	$58,684.08	$60,147.36	$61,654.32	$63,204.96
17	$22.05	$22.60	$23.17	$23.75	$24.35	$24.95	$25.58	$26.22	$26.87	$27.54	$28.23	$28.94	$29.66	$30.40	$31.16	$31.94
FF/P	$926.10	$949.20	$973.14	$997.50	$1,022.70	$1,047.90	$1,074.36	$1,101.24	$1,128.54	$1,156.68	$1,185.66	$1,215.48	$1,245.72	$1,276.80	$1,308.72	$1,341.48
42 Hr.	$48,157.20	$49,358.40	$50,603.28	$51,870.00	$53,180.40	$54,490.80	$55,866.72	$57,264.48	$58,684.08	$60,147.36	$61,654.32	$63,204.96	$64,777.44	$66,393.60	$68,053.44	$69,756.96

APPENDIX C

0 EXTRA SHIFTS

					30	31 D
1 D	2 N	3 N	4	5	6	7
8 D	9 D	10 N	11 N	12	13	14 ED
15 D	16 N	17 N	18	19	20	21
22 D	23 D	24 N	25 N	26	27	28
29	30 D					

0 EXTRA SHIFTS

					30	31
1 D	2 D	3 N	4 N	5	6	7
8	9 D	10 D	11 N	12 N	13	14 E
15 D	16 D	17 N	18 N	19	20	21
22	23 D	24 D	25 N	26 N	27	28
29	30					

1 EXTRA SHIFTS

					30	31
1	2 D	3 D	4 N	5 N	6	7
8	9	10 D	11 D	12 N	13 N	14 E
15	16 D	17 D	18 N	19 N	20	21
22	23	24 D	25 D	26 N	27 N	28
29	30					

2 EXTRA SHIFTS

					30	31
1	2	3 D	4 D	5 N	6 N	7
8	9	10	11 D	12 D	13 N	14 E
15	16	17 D	18 D	19 N	20 N	21
22	23	24	25 D	26 D	27 N	28 N
29	30					

2 EXTRA SHIFTS

					30 N	31
1	2	3	4 D	5 D	6 N	7 N
8	9	10	11	12 D	13 D	14 E
15	16	17	18 D	19 D	20 N	21 N
22	23	24	25	26 D	27 D	28 N
29 N	30					

2 EXTRA SHIFTS

					30 N	31 N
1	2	3	4	5 D	6 D	7 N
8 N	9	10	11	12	13 D	14 EN
15	16	17	18	19 D	20 D	21 N
22 N	23	24	25	26	27 D	28 D
29 N	30 N					

1 EXTRA SHIFTS

					30 D	31 N
1 N	2	3	4	5	6 D	7 D
8 N	9 N	10	11	12	13	14 EN
15 N	16	17	18	19	20 D	21 D
22 N	23 N	24	25	26	27	28 D
29 D	30 N					

0 EXTRA SHIFTS

					30 D	31 D
1 N	2 N	3	4	5	6	7 D
8 D	9 N	10 N	11	12	13	14 ED
15 N	16 N	17	18	19	20	21 D
22 D	23 N	24 N	25	26	27	28
29 D	30 D					

GROUP 1 to GROUP 2

APPENDIX D

0 EXTRA SHIFTS

					30	31 D
1 D	2 N	3 N	4	5	6	7
8 D	9 D	10 N	11 N	12	13	14 ED
15 D	16 N	17 N	18	19	20	21
22 D	23 D	24 N	25 N	26	27	28
29	30 D					

2 EXTRA SHIFTS

					30	31
1 D	2 D	3 N	4 N	5	6	7
8	9 D	10 D	11 N	12 N	13	14 E
15 D	16 D	17 N	18 N	19	20	21
22	23 D	24 D	25 N	26 N	27	28
29	30					

3 EXTRA SHIFTS

					30	31
1	2 D	3 D	4 N	5 N	6	7
8	9	10 D	11 D	12 N	13 N	14 E
15	16 D	17 D	18 N	19 N	20	21
22	23	24 D	25 D	26 N	27 N	28
29	30					

4 EXTRA SHIFTS

					30	31
1	2	3 D	4 D	5 N	6 N	7
8	9	10	11 D	12 D	13 N	14 E
15	16	17 D	18 D	19 N	20 N	21
22	23	24	25 D	26 D	27 N	28 N
29	30					

3 EXTRA SHIFTS

					30 N	31
1	2	3	4 D	5 D	6 N	7 N
8	9	10	11	12 D	13 D	14 E
15	16	17	18 D	19 D	20 N	21 N
22	23	24	25	26 D	27 D	28 N
29 N	30					

2 EXTRA SHIFTS

					30 N	31 N
1	2	3	4	5 D	6 D	7 N
8 N	9	10	11	12	13 D	14 EN
15	16	17	18	19 D	20 D	21 N
22 N	23	24	25	26	27 D	28 D
29 N	30 N					

1 EXTRA SHIFTS

					30 D	31 N
1 N	2	3	4	5	6 D	7 D
8 N	9 N	10	11	12	13	14 EN
15 N	16	17	18	19	20 D	21 D
22 N	23 N	24	25	26	27	28 D
29 D	30 N					

0 EXTRA SHIFTS

					30 D	31 D
1 N	2 N	3	4	5	6	7 D
8 D	9 N	10 N	11	12	13	14 ED
15 N	16 N	17	18	19	20	21 D
22 D	23 N	24 N	25	26	27	28
29 D	30 D					

GROUP 1 to GROUP 3

APPENDIX E

1 EXTRA SHIFTS

					30	31 D
1 D	2 N	3 N	4	5	6	7
8 D	9 D	10 N	11 N	12	13	14 ED
15 D	16 N	17 N	18	19	20	21
22 D	23 D	24 N	25 N	26	27	28
29	30 D					

2 EXTRA SHIFTS

					30	31
1 D	2 D	3 N	4 N	5	6	7
8	9 D	10 D	11 N	12 N	13	14 E
15 D	16 D	17 N	18 N	19	20	21
22	23 D	24 D	25 N	26 N	27	28
29	30					

2 EXTRA SHIFTS

					30	31
1	2 D	3 D	4 N	5 N	6	7
8	9	10 D	11 D	12 N	13 N	14 E
15	16 D	17 D	18 N	19 N	20	21
22	23	24 D	25 D	26 N	27 N	28
29	30					

2 EXTRA SHIFTS

					30	31
1	2	3 D	4 D	5 N	6 N	7
8	9	10	11 D	12 D	13 N	14 E
15	16	17 D	18 D	19 N	20 N	21
22	23	24	25 D	26 D	27 N	28 N
29	30					

1 EXTRA SHIFTS

					30 N	31
1	2	3	4 D	5 D	6 N	7 N
8	9	10	11	12 D	13 D	14 E
15	16	17	18 D	19 D	20 N	21 N
22	23	24	25	26 D	27 D	28 N
29 N	30					

0 EXTRA SHIFTS

					30 N	31 N
1	2	3	4	5 D	6 D	7 N
8 N	9	10	11	12	13 D	14 EN
15	16	17	18	19 D	20 D	21 N
22 N	23	24	25	26	27 D	28 D
29 N	30 N					

0 EXTRA SHIFTS

					30 D	31 N
1 N	2	3	4	5	6 D	7 D
8 N	9 N	10	11	12	13	14 EN
15 N	16	17	18	19	20 D	21 D
22 N	23 N	24	25	26	27	28 D
29 D	30 N					

0 EXTRA SHIFTS

					30 D	31 D
1 N	2 N	3	4	5	6	7 D
8 D	9 N	10 N	11	12	13	14 ED
15 N	16 N	17	18	19	20	21 D
22 D	23 N	24 N	25	26	27	28
29 D	30 D					

GROUP 1 to GROUP 4

APPENDIX F

0 EXTRA HOURS

				D	30 D	31 N
1 N	2	3	4	5	6 D	7 D
8 N	9 N	10	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

6 EXTRA HOURS

					30 D	31 D
1 N	2 N	3	4	5	6	7 D
8 D	9 N	10 N	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

12 EXTRA HOURS

					30	31 D
1 D	2 N	3 N	4	5	6	7
8 D	9 D	10 N	11 N	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

18 EXTRA HOURS

					30	31
1 D	2 D	3 N	4 N	5	6	7
8	9 D	10 D	11 N	12 N	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

24 EXTRA HOURS

					30	31
1	2 D	3 D	4 N	5 N	6	7
8	9	10 D	11 D	12 N	13 N	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

17 EXTRA HOURS

					30	31
1	2	3 D	4 D	5 N	6 N	7
8	9	10	11 D	12 D	13 N	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

10 EXTRA HOURS

					30 N	31
1	2	3	4 D	5 D	6 N	7 N
8	9	10	11	12 D	13 D	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

5 EXTRA HOURS

					30 N	31 N
1	2	3	4	5 D	6 D	7 N
8 N	9	10	11	12	13 D	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

42 to 40 INDEFINITE

APPENDIX 7

6 EXTRA MONKS

1 H	2 G	3 I	4	5	6 D	7 E
8 B	9 F	10	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

6 EXTRA MONKS

1 H	2 F	3	4	5	6	7 D
8 B	9 H	10	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

8 EXTRA HOURS

1 H	2 G	3 H	4	5	6	7
8 D	9 G	10 H	11 H	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

8 EXTRA HOURS

1 D	2 D	3 H	4	5	6	7
8	9 E	10 D	11 H	12 H	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

10 EXTRA HOURS

1	2	3	4 D	5 D	6 H	7 H
8	9	10	11	12 D	13 D	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

10 EXTRA HOURS

1	2	3	4 D	5 D	6 H	7 H
8	9	10	11	12 D	13 D	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

12 EXTRA HOURS

1	2	3	4 D	5 D	6 H	7
8	9	10	11 D	12 D	13 H	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

12 EXTRA HOURS

1	2	3	4 D	5 D	6 H	7
8	9	10	11 D	12 D	13 H	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

5 EXTRA HOURS

1 H	2	3	4	5 D	6 D	7
8 E	9	10	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					

5 EXTRA HOURS

1 H	2	3	4	5 D	6 D	7
8 E	9	10	11	12	13	14 E
15	16 X	17 X	18 X	19 X	20 X	21
22	23 X	24 X	25 X	26 X	27 X	28
29	30 X					