

MEMORANDUM OF AGREEMENT

AGREEMENT made this 30 day of December 2010 by and between the City of Manchester, New Hampshire (Fire Department) (hereinafter referred to as "the City") and the Manchester Professional Fire Fighters Association, IAFF Local 856 (hereinafter referred to as "the Union") and jointly referred to as "the Parties":

WHEREAS, the Parties are signatories to a Collective Bargaining Agreement ("CBA") with effective dates of July 1, 2010 through June 30, 2013; and

WHEREAS, the Parties desire to resolve a certain dispute between them relative to sick leave matters; and

WHEREAS, the Parties have agreed to amend the language of the existing CBA;

THEREFORE, the Parties hereby amend the existing Article 15 and Article 16 as follows:

ARTICLE 15 SICK LEAVE

15.1-A All Firefighter, Fire Lieutenant, and Fire Captains are entitled to sick leave credit at the rate of fifteen working hours with pay for each completed month of service.

15.1-B All Emergency Services Dispatchers, Emergency Communications Supervisor, Electronic Systems Technician I and II, Fire Prevention Inspector I and II, Fire Training Instructor and Equipment Mechanic II are entitled to sick leave credit at the rate of 10 hours with pay for each completed month of service.

15.2 Sick leave credit may be accumulated up to a maximum of 1008 hours for those employees set forth in Article 15.1-A and 960 hours for those employees set forth in Article 15.1-B.

Sick leave shall be taken in units. Sick leave shall be deducted from an employee's accrual by hours actually taken.

15.3 When a member of the Bargaining Unit terminates his/her employment with the City of Manchester due to death, paid retirement or duty disability retirement, all accrued sick

leave shall be payable to the employee or the designated beneficiary providing that sick leave shall not exceed 672 hours regular pay plus payment of one-quarter of the balance of the hours accrued over 672 hours but not more than 756 hours of accrued sick leave at their regular pay for those members in the classifications set forth in 15.1-A above; and payment for accrued sick leave shall not exceed 640 hours regular pay plus payment of one-quarter of the balance of the hours accrued over 640 hours but not more than 720 hours of accrued sick leave at their regular rate for those employees in the classification set forth in Article 15.1-B.

Said payment shall be computed by multiplying the number of unused accumulated sick leave hours times said employee's regular hourly rate of said employee's regular week's pay.

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

15.5 Family Medical Leave

Employees in the bargaining unit are entitled to rights under the Family Medical Leave Act. Employees are subject to the conditions and policies as set forth in the City's Family Medical Leave Policy provided that when paid leave (of any type) is used under circumstances permitted by these regulations, for him/herself, the employee shall be required to only meet the Department's requirement provided for that kind of leave.

When an employee seeks leave to care for other persons authorized under the Family Medical Leave Act, the employee shall comply with the requirements of the City's FMLA policy including medical certification.

ARTICLE 16 SICK LEAVE BANK

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

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

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

The purpose of the Sick Leave Bank is to provide relief to employees who suffer long-term illness or injuries which are non- job-connected. It is established to provide additional

paid benefit days beyond the employee's accrued days when an employee has exhausted his/her accrued sick leave and continues disabled for an additional thirty days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

SECTION 1 ADMINISTRATION

The Sick Leave Bank shall be administered by five (5) members of the department, two to be appointed by the Union President, one by the District Fire Chiefs and two by the Fire Chief and shall hereinafter be called the Administrative Committee or the Committee. Committee members shall be appointed in the following manner: One for one year; one for two years; and one for three years and upon expiration of each of these terms, one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments and shall be for the entire remaining term so filled.

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

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

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

SECTION 2 MEMBERSHIP

Each member of the Manchester Fire Department desiring to be covered by the Sick Leave Bank agrees to donate 12 hours for employees set forth in Article 15.1-A and 8 hours for employees set forth in Article 15.1-B per year from his/her accumulated number of sick leave hours and an adjustment of minus 12 hours and 8 hours respectively shall be made on all records showing the applicant's accumulated sick leave hours upon his/her acceptance as a member of the bank and for each hour donated thereafter. Application for membership shall be made on a form provided by the Committee. Membership by all employees will be subject to the following restrictions:

- (a) Probationary employees will be admitted to membership providing they shall have fulfilled the requirements set forth in Article 15, Section 1, of this Agreement.
- (b) Full-time employees having less than 30% of their accumulated sick leave day's limit as of the date of their application shall be limited in the extent of their participation in the bank. Members who fall below the 30% restriction during the period of membership, except for long periods of illness or injury, shall be

placed in the limited category. Full-time employees, except those with less than one year of service with the department, shall have not less than 180 hours for employees set forth in Article 15.1-A and 120 for those employees set forth in Article 15.1-B of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below 180 hours and 120 hours respectively of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

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

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

Computations for determining the 30% limit, referred to above, shall be based on 1008 hours for employees set forth in Article 15.1-A and 960 hours for employees set forth in Article 15.1-B accumulation or by multiplying 15 hours for employees set forth in Article 15.1-A, and 10 hours for those employees set forth in Article 15.1-B (X) the number of months service if less than 48 months, whichever shall apply. This restriction shall be removed as soon as the employee's accumulated sick leave days shall exceed 30% of his/her limit. Exceptions from this restriction may be made for good cause by the Committee with the concurrence of the Chief of Department.

SECTION 3 BENEFITS

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

SECTION 4 BANK STABILITY AND LIMITATIONS

All employees who shall become members of the Sick Leave Bank shall continue in the Bank until December 31st of the current calendar year and automatically for each calendar year thereafter unless the employee shall withdraw from membership prior to December 31st of any calendar year. Withdrawal shall be in writing, duly signed and dated, and submitted to the

Administrative Committee prior to December 31st. No benefits shall accrue to the withdrawn member thereafter and any sick leave days previously donated to the Bank shall remain in the Bank to be disbursed by the Committee.

The number of benefit days in the Bank shall not exceed 1000 benefit units days on December 31st of any calendar year. All excessive days shall be discarded. In the event the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void.

SECTION 5 ADMINISTRATIVE OVERSIGHTS

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

SECTION 6 EFFECTIVE DATE

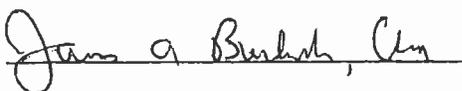
The provisions of this Article shall be effective January, 2011 and shall be attached to and made a part of this Agreement.

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

16.3 In calendar year 1990 members of the Sick Leave Bank may voluntarily donate one additional day of their accrued sick leave credits to the Sick Leave Bank if the balance in the Sick Leave Bank falls below 1800 hours for those members in the classifications set forth in 15.1-A and 1200 hours for those members in the classifications set in 15.1-B. Such voluntary donation of an additional 12 hours for those members in the classifications set forth in 15.1-A and 8 hours for those members in the classifications set in 15.1-B. over and above the provisions of 16.2, Section 2, ADMINISTRATION, shall be made in writing on a form to be provided by the Association. It is agreed and understood the provisions of this section shall apply once only during calendar year 1990.

WHEREFORE, the Parties, by their authorized representatives have executed this Agreement on this 30 day of December 2010.

For the City:

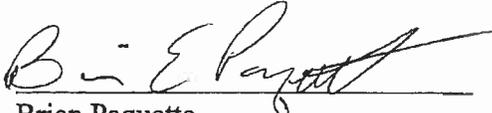

James A. Burkhardt, City

For the Union:


Ryan Cashin



Andy Parent



Brian Paquette

Gregory Chouinard

John Couture

Chris Blue



Richard E. Molan
Admitted in NH

Glenn R. Milner
Admitted in NH & MA

John S. Krupski
Admitted in NH

December 29, 2010

Chief James Burkush
Manchester Fire Department
100 Merrimack St.
Manchester, NH 03101

RE: Manchester Fire Fighters, IAFF Local 856 and City of Manchester – Letter of Intent

Dear Chief Burkush:

This letter is meant to be a Letter of Intent on the part of both parties with respect to specific language negotiated in the 2010 Amendment to Article 16 (Sick Leave Bank). Specifically, this letter deals with the proper interpretation in the final paragraph of Section 4 of Article 16 which states, "The number of benefit days in the Bank shall not exceed 1,000 benefit units on December 31 of any calendar year. All excessive days shall be discarded. In the event that the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void."

This letter is to memorialize the understanding of the individuals who negotiated this change as to the definition of "units" as contained in the first sentence of this paragraph. Units refers to the definition set forth in Article 11.1 (A) of Article 11 as of this date set forth above. Specifically, it refers to either a 10-hour day work period or a 14-hour night work period. The term "unit" as described in this Article 16.4 is not attributed a specific number of hours, rather, it is and will be a combination of both day and night work periods. Absences paid for out of the Sick Leave Bank will be paid on the basis of 10 hours per day unit and 14 hours per night unit as the payments present themselves.

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Chief James Burkush
Manchester Fire Department
December 29, 2010
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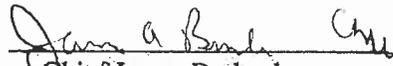
Nothing contained in Article 16 with respect to the value of a "unit" has any effect or does not indicate any change, addition or amendment to values assigned sick leave for the purposes of payment upon retirement as provided for in Article 15.

This letter becomes effective when counter-signed by the Chief of the Department.

Sincerely,
IAFF LOCAL 856
Through counsel
MOLAN, MILNER & KRUPSKI, PLLC

By: 
Richard E. Molan

MANCHESTER FIRE DEPARTMENT

By: 
Chief James Burkush

Date: 12/30/10