

LEGAL SERVICES AGREEMENT

AGREEMENT between the PROFESSIONAL FIREFIGHTERS OF NEW HAMPSHIRE, 43 Centre Street, Concord, County of Merrimack, State of New Hampshire 03301, hereinafter "ASSOCIATION" and LOCAL 1088 of BERLIN, County of C005, State of New Hampshire, hereinafter the "LOCAL", and collectively known as the "PARTIES" effective the first (1) day of June, 2018.

Intending to be bound by these PRESENTS, the PARTIES agree as follows:

1. The LOCAL agrees to participate in the ASSOCIATION'S Legal Service Program which will provide the LOCAL with certain services as follows:
 - A. **Collective Bargaining**
Includes a trained negotiator to act as chief negotiator or advisor (at the discretion of the LOCAL) in negotiations. Chief negotiator will be responsible for all paperwork, proposals and counter proposals and administration of the bargaining process. Will include representation throughout impasse procedures and attendance at ratification meetings, membership meetings as required, and representation before municipal bodies.
 - B. **Grievances**
Provide advice on grievances (validity, evaluation and investigation). Represent grievant at the top administrative levels when appropriate; represent grievant in arbitration proceedings.
 - C. **Educational Support**
Organize and conduct one (1) training program per year at LOCALS request in areas such as grievance handling, collective bargaining, negotiations, and institutional support.
 - D. **Legal Services**
Provide legal advice and representation to the LOCAL relative to organizational/representational issues.
 - E. **Public Employee Labor Relations Board**
Provide advice and representation to the LOCAL concerning Unfair Labor Practice complaints.
 - F. **Retirement**
Representation of active members in retirement system matters.

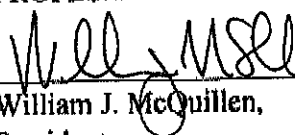
Exclusions: This service plan and contract does not include representation for individuals in civil or criminal matters.

2. The ASSOCIATION agrees to make available to the LOCAL the legal service program, to oversee its implementation as well as providing its services in resolving any misunderstandings or conflicts which may arise in the application of the legal service program, providing that the LOCAL remain a member in good standing of such ASSOCIATION.
3. The LOCAL agrees to pay a pro rata monthly fee to the ASSOCIATION, an annualized sum of Six-Thousand Five Hundred (\$6,500.00) Dollars for the contract year of 2018-2019, (Jun 1 2018-May 31 2019) and Six-Thousand Five Hundred (\$6,500.00) Dollars for the contract year of 2019-2020, (Jun 1 2019-May 31 2020) as its share of support of the legal service program plus any additional fees required by the ASSOCIATIONS By-Laws. In addition, the LOCAL agrees that it shall be its sole responsibility to reimburse the ASSOCIATION for any expenses or fees incurred on its behalf within ten (10) days of receipt of the statement from the ASSOCIATION. All service under the legal service program shall be suspended in the event that the LOCAL is three (3) months or more in arrears of its payment to the ASSOCIATION. The LOCAL also agrees that costs of consultants, mediators, factfinders, arbitrators, or other persons, partnerships or corporations employed to assist the LOCAL with the agreement of the LOCAL or by operation of contract of law, will be the sole responsibility of the LOCAL, separate and apart from the legal service program. The ASSOCIATION agrees to reimburse the LOCAL in the amount of up to One Thousand (\$1,000.00) Dollars per annual period for costs associated with arbitration, fact finding, or mediation.
4. In the event that any dispute shall arise as to the terms of the Agreement, the PARTIES shall make every effort to amicably resolve such dispute, and if unable to, will agree upon a third party who shall arbitrate such dispute and render a final and binding decision. The costs of any such arbitration will be borne equally by both PARTIES.
5. In the event that the ASSOCIATION is unable to provide representation pursuant to this Agreement as a result of a conflict of interest as such a conflict may be defined in the rules of the New Hampshire Supreme Court, the ASSOCIATIONS obligation to provide representation pursuant to this Agreement shall cease with respect to that specific matter. However, conflicts of interest that may be outside of the rules but pose a possible or genuine conflict of interest may be reviewed by the ASSOCIATION and the LOCAL as to their obligations at the request of either.
6. The terms of this Agreement shall be for Twenty Four (24) consecutive calendar months (June 1, 2018 - May 31, 2020).

7. This Agreement shall at all times be subject to interpretation and enforcement of the laws of the State of New Hampshire.

WHEREFORE, the PARTIES have executed this Agreement on this 7th day of 2018, 2018 by their authorized representatives.

PROFESSIONAL FIREFIGHTERS OF NEW HAMPSHIRE




William J. McQuillen,
President

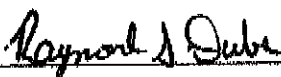


Jennifer Myers,
Secretary/Treasurer

LOCAL: 1088



President



Secretary/Treasurer