

AGREEMENT BETWEEN

TOWN OF DERRY

AND

DERRY FIRE FIREFIGHTERS UNIT

Of

I.A.F.F. LOCAL 4392

ENDING JUNE 30, 2011

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Article-1 Agreement

This Agreement between the Town of Derry Fire Department (hereinafter called the "Department" or "Town") and the "Derry Fire Firefighters Unit" (hereinafter called the "Unit") an independent bargaining unit of Local 4392 of the International Association of Fire Fighters Union (hereinafter called the "Union") is made and entered into on this 16th day of October, 2008.

Article-2 Purpose

The general purpose of this Agreement is to set forth agreements reached between the Department and the Unit with respect to wages, hours, and other terms and conditions of employment for Fire Department personnel in the Unit described in the Recognition clause.

Article-3 Recognition

1. The Department recognizes the Unit as the exclusive bargaining agent for all regular permanent personnel, whose pay scales are reflected in Appendix A of this Collective Bargaining Agreement.
 - Firefighters
 - Firefighter/Emergency Medical Technicians
 - Firefighter/Paramedics
 - Dispatchers
 - Fire Prevention Inspector I
 - Firefighter/Mechanics
2. Unless the member is already a member of the fire officers bargaining unit, this Unit will be the exclusive bargaining unit for a member of this Unit if they are assigned one of these assignments:
 - Director of Communications
 - Director of Emergency Medical Services
 - Director of Fire Prevention
3. The term "employee" as used herein refers to members of this Unit as listed above.
4. It is understood that nothing contained in this Article shall be construed to prevent the Department or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subject of collective negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Unit.
5. The inclusion or exclusion in the Unit of new personnel classifications established by the Department subsequent to the effective date of this Agreement shall be preceded by discussion with the Unit. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
6. The exclusion of members from the Unit for the purpose of assuming confidential status shall be preceded by discussion with the Unit. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

Article-4 (Reserved for future use)

Article-5 Non-Discrimination

The Department and the Union agree not to discriminate against a member of the Union because of race, creed, color, sex, age, religion, national origin, sexual orientation, marital status, veteran's status, disability or membership or non-membership in the Union.

Article-6 Management Rights

1. The parties agree that all the rights and responsibilities of the Department which have not been specifically provided for in this Agreement are retained in the sole discretion of the Department whose

right to determine and structure the goals, purposes, functions, and policies of the Department without prior negotiations with the Unit and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following:

- a. The right to direct employees; to determine qualifications, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this Agreement, including grievance and arbitration;
 - b. The right to relieve an employee from duty because of lack of work or other legitimate reasons;
 - c. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Department operations;
 - d. The right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Department operations are to be conducted;
 - e. The right to take such action as may be necessary to carry out the missions of the Department in case of emergencies;
 - f. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith;
 - g. The right to subcontract.
2. The Union/Unit and Town agree that prior to subcontracting emergency services, a joint labor management committee will be formed to investigate and report on subcontracting. The joint labor management committee shall be made up of equal numbers of labor and management. Furthermore, the joint labor management committee must recommend any subcontracting of emergency services.
 3. The exercise of the management rights and responsibilities of the Department set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement, except that where, a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievances alleging a failure to comply with such procedures will be subject to Grievance Article of this Agreement.
 4. Nothing in this Agreement shall be construed to limit the right of the Fire Chief or his designee to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

Article-7 Union/Unit Security

1. All present employees presently in the Union/Unit covered by this Agreement shall remain members of the Union/Unit in good standing after the signing of this Agreement unless written notification of resignation is submitted to the Union/Unit and the Department.
2. All present or future employees shall decide on their own, if they desire membership into the Union/Unit. Any employee who is not a member of the Unit/Union shall as a condition of employment pay a monthly service charge equivalent to the dues and assessments paid by a member to the Unit/Union. Upon such decision, they shall notify both the Department and the Union in writing.
3. Any employee not covered by this Agreement may at any time become a member in good standing of this Union/Unit, knowing that they are not included in the Unit.

Article-8 Agreement Binding on Successors

This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

Article-9 Savings Clause

If any provision of this Agreement, or the applications of such provision, should be rendered, or declared invalid by any court action or by reason of any existing or subsequently enacted State or federal legislation,

Article-10 Union/Unit Business

1. One (1) employee elected to Union/Unit Office shall be granted time to perform their Union/Unit functions, without loss of pay, including attendance at conventions and seminars, which are specifically listed as the following:
 - a. International Association of Fire Fighters Convention – biannually
 - b. New Hampshire State Labor Council Convention - 1 per year
 - c. PFFNH - quarterly (not to exceed four per year)
 - d. Seminars of the International Association of Fire Fighters within the State (not to exceed one (1) per year). The Chief may, at his discretion, allow for additional leave for these seminars.
2. A request in writing is required for qualification for pay to attend any Union convention, seminar or business as listed above.
3. Leave from duty with pay shall be granted to the members of the Unit negotiating committee, not to exceed three (3) such members who will attend meetings between the Department and the Unit for the purpose of negotiating the terms of a contract, provided the employee was scheduled for duty at a time simultaneous to the attendance of such meeting.
4. Grievant and one (1) Union/Unit representative each allowed one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances through each step of the Grievance Procedure contained in the Grievance Article.
5. All personnel shall have such additional rights, if any, as are granted them under New Hampshire Revised Statutes Annotated, Chapter 273-A (RSA 273-A).
6. The Department agrees that the Executive Board of the Union/Unit shall be allowed to meet in Executive Session at the Derry Fire Department limited to two (2) per month, as long as such meetings do not hinder the normal operation of the Department and those attending any such Executive Session notify the officer in charge on duty.
7. The Department agrees to allow the Union/Unit use of a fire station for Union/Unit meetings with notification to the Fire Chief.
8. All correspondence relating to the administration of this Agreement or matters between the Union/Unit and the Department will be addressed and delivered to the Fire Chief or designee during their duty hours.
9. The Unit shall have the right to erect bulletin boards in headquarters and all substations. The Fire Chief and Vice-President of the Unit shall approve size and its location. The Union/Unit agrees that it shall not cause or permit the posting of any matter that does not concern the Union/Unit or Union/Unit business
10. A copy of this Agreement shall be placed in all stations and will be available to all personnel.

Article-11 Discipline and Termination for Cause

1. An employee may be disciplined or terminated/dismissed if there is found to be Just Cause for such action.
2. In order for just cause to be found, the following must be satisfied:
 - a. NOTICE: The Department has given the employee forewarning of the possible consequences of his conduct.
 - b. REASONABLE RULE OR ORDER: The Department's rules are reasonably related to the orderly, efficient and safe operation of the Department and how the Department expects the employee to perform.
 - c. INVESTIGATION: The Department shall investigate what rule or order was violated before administering discipline.
 - d. FAIR INVESTIGATION: The Department shall conduct a fair and objective investigation.
 - e. PROOF: The Department shall obtain substantial proof or evidence that the employee is guilty of the violation they are accused of.

- f. EQUAL TREATMENT: The Department shall apply its rules, orders and penalties even handedly without discrimination.
 - g. PENALTY: The Department shall consider the seriousness of the employee's proven offence and prior service record before administering discipline.
3. All suspensions and discharges must be communicated in writing and the reasons for such action should be stated clearly within such a statement. The affected employee and the Union/Unit shall each receive a copy of the document.
 4. The Unit/Union and Department agree that a hearing shall be held with the employee prior to any termination. The employee shall be entitled to representation by the Unit/Union at that hearing.

Article-12 Consultation

Representatives of the Union/Unit may meet with the Fire Chief or his designee at any time, to discuss matters of mutual concern that arise of an urgent or emergency nature. However, official grievances must be submitted in accordance with the procedure contained in this Agreement.

Article-13 Grievance Procedure

1. A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which the individual grievant alleges a personal loss or injury, or action by the Town (or its representative) that contradicts the language of this agreement.
 - a. An employee who has a "complaint" must take up the complaint with his immediate supervisor verbally before he can process the complaint as a formal grievance. The immediate supervisor shall give his answer within five (5) business days. It is anticipated that nearly all complaints can be resolved informally without grievance.
 - b. By mutual agreement, the Union and the Fire Chief may initiate the grievance procedure at Step 2.
2. Each grievance must be submitted in writing by the Union and must contain a statement of the fact surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.
3. Procedure
 - a. Step 1 - An employee desiring to process a Grievance must file a written statement of the Grievance with the immediate supervisor no later than ten (10) days after the employee knew of the facts on which the Grievance is based and in no case, no more than three (3) months from the occurrence. The supervisor shall meet the employee within three (3) days following receipt of the Notice and shall give a written decision within five (5) days thereafter.
 - b. Step 2 - If the Union is not satisfied with the decision of the supervisor, the Union may file within ten (10) days following the supervisor's decision a written appeal to the Fire Chief setting forth the specific reasons why he believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Fire Chief or his designee shall meet with the Union. The Fire Chief shall give a written decision within five (5) days thereafter.
 - c. Step 3 - If the Union is not satisfied with the decision of the Fire Chief the Union may file, within ten (10) days following the Fire Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal the Town Administrator or his designee shall meet with the Union. The Town Administrator shall give a written decision within five (5) days thereafter.
 - d. Step 4 - If the Union is not satisfied with the decision of the Town Administrator, the Union may file within ten (10) business days following the Town Administrator's decision, a written request with the Town Administrator for Grievance Mediation by the Federal Mediation and Conciliation Service prior to submitting to arbitration. Providing both parties mutually agree to Grievance Mediation, the parties shall submit a joint written request to the FMCS for assistance. Should either party disagree, then the grievance shall immediately move to arbitration. The parties agree to abide by all guidelines set forth by the FMCS for Grievance

Mediation. The parties further agree to waive all stated time limits herein while pursuing Grievance Mediation through the FMCS. Should the FMCS deny the request for assistance, or the parties fail to reach a resolution through Grievance Mediation, the employee may immediately move the grievance to Step 5.

- e. Step 5 -If the Union is not satisfied with the decision of the Town Administrator or the outcome of Step 4, the Union may file within twenty (20) business days following receipt of the decision of the Town Administrator or his designee a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.
4. The party against whom the decision is rendered shall pay any and all expenses relative to the arbitration.
5. The foregoing time limitations may be extended by mutual agreement of the parties. Such extension shall be agreed to in writing.
6. Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Fire Department.
7. If the Town fails to abide by the time limits set out in this Article then the grievant shall be able to move the grievance to the next available step.
8. The employee will, within three (3) business days prior to the date of a hearing, notify the Fire Chief, or his designee, in writing, of the names of Unit/Union members whom he wants to represent him, and testify on his behalf. The Town agrees to provide coverage for at least the representative and two (2) of the testifying members whose names appear on the list.

Article-14 No-Strike

1. The Union and its members agree not to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.
2. The Union and its members agree that each and every employee violating this Article shall be subject to disciplinary action by the Department.

Article-15 Residency Clause

1. It is desirable to have all employees live within a thirty (30) mile radius of headquarters.
2. Members of this unit agree to a re-opener limited to a residency requirement should it be deemed operationally necessary and if jointly agreed upon during the term of this agreement.

Article-16 Protection of Department Property and Equipment

1. It shall be the responsibility of any and all employees having custody of any equipment and/or property of the Department to see that it is properly cared for, kept clean, and returned to its proper place of storage.
2. Upon separation from employment, all property issued by the Department to any employee who so separates must be returned to the Department.
3. It shall be the sole financial responsibility of any employee for all lost or damaged Department equipment, unless such loss or damage occurs in the official line of duty. Such incidents shall be reported immediately to the employees shift supervisor. The shift supervisor may elect to advise the Fire Chief as expediently as is practical.

Article-17 Seniority

1. For the purpose of this Agreement there shall be three (3) types of seniority.

- a. Department Seniority - Shall be defined as the total length of full-time employment with the Department and shall be determined in the first instance by reference to the date of commencement of employment. Employees hired on or after July 1, 2007 shall be ranked by the Town as of the date hired and a list shall be published. (See Appendix C)
 - b. Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, retirement or layoff.
 - c. For a fair and equitable solution for all employees with the same date of hire prior to 7/1/07, the Union agrees to draw names to settle these ties and assign seniority # to said employees. This is a one time solution and will be done after both the Union and Town of Derry ratify this agreement, but prior to its' signing.
 - d. Job Classification Seniority - Shall be defined as the total length of full-time employment in a particular job classification, and shall be determined in the first instance by reference to the date of commencement of employment in that job classification.
 - e. Unit Seniority - Shall be defined as the total length of time an employee is a member of the Unit.
2. Should two (2) or more employees be appointed to their present job classification on the same date, the employee with the greater department seniority shall be deemed to have the greater job classification seniority.
 3. Should two (2) or more employees have identical department seniority then the employee with the greater job classification seniority shall be deemed to have the greater department seniority.
 4. The Town will prepare department, unit and job classification seniority lists on, or about, January 1. Lists will be posted and a copy forwarded to the Union President.
 5. All newly hired employees shall serve a probationary period of one (1) year and shall have no rights based on seniority during this period.
 - a. Up to six (6) months of service credit may be given for previous applicable service (lateral transfer from NH municipal fire department) at the time of employment. The employee shall be eligible for a step increase upon completion of their probationary period and annually thereafter.
 6. Employees on probation shall, in so far as applicable, be subject to all other clauses of this Agreement. All employees who have completed the probationary period shall be known as permanent employees and the period of time served in probation shall be credited as part of the employee's seniority.
 7. An employee's normal work assignment shall be determined by the Fire Chief or his designee (senior officer on duty), and he shall be assigned to said work provided he is qualified for the job consistent with the requirements established by the Department to maintain the necessary level of proficiency appropriate for efficient operations within the Department.
 8. The Fire Chief, or his designee, shall be the sole judge of qualifications and ability. Preference shall be given based on unit seniority for the selection of earned time. In addition, where all other factors of qualification and ability are equal in decisions relating to promotions, seniority shall be the determining factor regarding such promotion.

Article-18 Personnel Reduction and Recall

1. In case of personnel reduction, probationary employees, including those deemed "temporary" by the Town, shall be laid off prior to any permanent employee.
2. For the purpose of this article, all employees who have achieved ten (10) years of service with the Department will be considered "tenured" and exempt from the layoff process until such time as all non-tenured employees have been laid-off. All non-tenured Unit members will form the initial list from which the personnel reduction will be made. Department seniority will be the primary, but not the only consideration in personnel reduction.

3. The Town agrees that no member of this Unit who was an employee on July 1, 2005 shall be subject to any layoff or demotions during their respective careers with the Town except for just cause.
4. All future reductions in workforce shall occur as outlined in this Agreement except that if there is any staffing reduction involving those members who were employed at the time of the consolidation or merger, or who were hired as a result of an East Derry layoff, or who were employed by the Derry Fire Department at the time those employees were hired, it shall be limited to attrition only.
5. It is understood that the Department must maintain certain numbers of members with specialized skills (i.e. paramedics, dispatchers) to satisfy contractual obligations. If layoffs would affect the Department's ability to provide these services, the employee possessing the required skills may be excluded, and the next member with the least seniority, without consideration of the employees Unit, could be affected. Should such a situation arise, the Union reserves the right to consultation with Management regarding the affected employee(s).
6. The names of employees laid off from the Unit will be maintained on a recall list for twenty-four (24) months. A copy of this list shall be forwarded to the Secretary of Local 4392 within ten (10) days.
7. Such employees will be offered recall when or if vacancies occur in the Unit. Employees shall be recalled in the order of their seniority and qualification. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.
8. If a laid-off employee is notified by certified letter, sent to his last known address on the records of the Fire Department to return to work, he must notify the Department in person, or by certified mail, within five (5) business days of the notification of his intention to accept, and must report to work within fourteen (14) days of such notification, or he shall cease to have any rights based on seniority and shall be removed from the recall list.
9. Should an opening occur within the Department, in a position other than that in which the next eligible employee worked prior to being laid-off, he may refuse this opening without affecting his position on the recall list.
10. Recalled employees who return to work will be credited with prior length of service. Employees recalled after twelve (12) months must certify at Firefighter/EMS level held at the time of the layoff and pass a physical exam provided such employee has not withdrawn his contribution from the State Fire Fighters Retirement System.
11. In the event of a layoff or reduction in the Officer's Unit, members of this unit may be bumped by an officer with more department seniority than they have and said employee may bump down to dispatch as long as said employee has more department seniority than the least senior dispatcher.
12. In the event that the Town determines the need for any reductions they shall commence discussions with the Union to discuss alternative solutions to layoffs.
13. In the event that the Town determines the need for reductions they agree to notify the Unit of any "buy-out package". Such a package will be offered to all Unit members

Article-19 Holidays

1. The following holidays are those that shall be recognized and observed by Agreement:

New Years Day	Labor Day
President's Day	September 11
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Article-20 Holiday Rate of Pay

1. Employees are not eligible for holiday pay until they have completed thirty (30) calendar days of employment.
2. In order to qualify for holiday pay, employees must have worked their scheduled workday before and after said holiday. For purposes of such eligibility, authorized disability leave or authorized earned time or an approved special leave shall be considered worked. Any exceptions to this shall only be with the approval of the Fire Chief.
3. On duty line and dispatch personnel will receive 30% of their gross weekly pay as holiday pay; off duty line personnel will receive 20% of their gross weekly pay as holiday pay.
4. Staff personnel shall have the observed holiday off with pay. When a holiday is observed on the employees' day off the employee shall be given eight (8) hours of additional earned time.

Article-21 Earned Time

1. Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal days, maternity leave, military leave, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, earned time puts these days together into a single benefit. Earned time can be used for a variety of purposes, including a payment in cash at the time of termination. Earned time is available as soon as it is "earned." The exact number of earned time hours available each year will depend on the years of service to the Town.
2. Employees who are employed in a full time position are covered by earned time. The accrual rates are as follows:

Years of Service	Per Month Hours	Annual Hours
0 thru 6 yrs	22	264
After 7 thru 11 yrs	26	312
After 12 thru 15 yrs	30	360
After 16 thru 20 yrs	34	408
After 21 thru 24 yrs	38	456
25 and above	42	504

3. For the purposes of the earned time benefit, years of service will be calculated from the initial date of employment. Employees may accumulate earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked in supplemental compensation such as overtime are excluded) and on years of service to the Town.
4. Excess of 672 hours may, at the employee option, be purchased by the Town at a rate of one earned hour for one hour's pay. An employee shall notify the Fire Chief in writing prior to December 1 of their intent of purchasing the excess hours. The date of purchase will be the second payday in January for the excess as of December 31st.
5. Accrual limits shall be: 1344 hours
6. Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one year will have his service bridged for purposes of computing earned time accrual. For breaks of more than one year, any consideration for prior service shall be at the sole discretion of the Town Administrator.
 - a. For the purposes of this section, termination shall include any approved leave of absence such as for health reasons, military leave, and also includes layoffs.
7. Usage of Earned Time
 - a. Earned time may be used at any time after being earned.
 - b. The Fire Chief or his designee will approve all requests for non-emergency earned time. Once approved the selection is guaranteed.

- 1) In the event of a non-requested transfer or promotion, the member's earned time shall be guaranteed.
 - c. No more than three (3) line firefighters and one (1) dispatcher shall be on non-emergency earned time from the same duty shift except for Thanksgiving and Christmas when there shall only be two (2) firefighters and one (1) dispatcher on non-emergency earned time.
 - d. All employees requesting non-emergency earned time will fill out an earned time request and submit it to the Fire Chief or designee for approval.
 - e. Non-emergency earned time may be used in increments of one (1) hour with a minimum of two (2) hours.
 - f. Non-Emergency earned time for each calendar year may not be requested prior to January 1st.
 - g. Earned time will be approved based on Unit Seniority. Each member of this Unit; based on Unit Seniority on their respective Battalion, will have two (2) weeks to make their selection starting on January 1.
 - h. Non-Emergency earned time may not be signed up for prior to January 1st of that year.
 - i. Earned time for line firefighters will be selected based on seniority.
 - 1) Each battalion will divide up into thirds
 - 2) For their selection, each member can only select up to six (6) twenty-four (24) hour shifts
 - 3) The first third will select through the 15th of January.
 - 4) On the 15th of January the next third will choose their selections until January 28th.
 - 5) The last third will select from January 28th through February 11th.
 - 6) After February 12th all other requested earned time would be selected based on availability and all other earned time rules shall apply at this point.
 - 7) After an individual's selection window has passed they must wait for the complete selection process to the end before applying for earned time after February 12th.
 1. A senior employee may "bump" a less senior employee who has requested earned time after February 12th within fourteen (14) days of that request.
 - 8) Exception: An individual may sign up for earned time for the following year prior to the January 1st date, but only with notice and approval of all senior members of their assigned Battalion.
 - j. Earned time for dispatchers will be selected based on seniority
 - 1) Dispatchers will select through the 28th of January.
 - 2) For their selection. (Each member can only select up to six (6) duty shifts
 - 3) After January 28th all other requested earned time would be selected based on availability and all other earned time rules shall apply at this point.
 - 4) After an individual's selection window has passed they must wait for the complete selection process to the end before applying for earned time.
 - 5) Exception: An individual may sign up for earned time for the following year prior to the January 1st date, but only with notice and approval of all senior members in Dispatch.
8. Denial of Use -. The Fire Chief or his designee shall inform the employee in writing when earned time is denied, including the reason for the denial. The Fire Chief may deny earned time usage for reasons limited to operational needs, manpower strengths, emergency situations, or anticipation of inordinate demands for services. Employees may appeal the decision of the Fire Chief to the Fire Chief.
9. Emergency Earned Time - Emergency earned time will be granted upon request (including but not limited to mental and physical sickness or personal emergencies)
- a. Upon request of emergency earned time, the employee shall state the nature of the emergency. For example, nature of illness, personal emergency, etc. The Department retains the right to require a physician's certification of fitness for duty for absences related to injury or illness equal to or more than two (2) duty shifts.
 - b. Emergency earned time will not affect any other employee who has already been granted planned earned time.
 - c. Employees utilizing emergency earned time while already on duty, will only be docked for the actual amount of time taken.

- d. Employees utilizing emergency earned time related to illness or injury may not be eligible for shift overtime for a period of twenty-four (24) hours immediately following the shift that the emergency earned time is used.
 - e. Abuse of emergency earned time, by shift personnel, three occurrences within a three consecutive month period, may be subject to discipline.
 - f. Abuse of emergency earned time by Dispatchers or staff personnel, six occurrences within a three consecutive month period, may be subject to discipline.
 - g. Employees may not use emergency earned time beyond the amount that they have accrued, except with written permission of the Fire Chief and the Town Administrator.
10. Termination of Employment
- a. All unused earned time will be paid at the time of termination or retirement.
 - b. Earned time is paid at the base pay rate at the time of termination.
 - c. Employees may leave accrued earned time in tact pending recall if the reason for termination is due to a layoff.
 - d. In the event of the death of an employee, his earned time benefit shall be paid to his beneficiary in full as noted on the life insurance policy provided by the Town of Derry.
 - e. The Town and Unit agree to negotiate the earned time accrual prescribed in this Article hereof in regards to the future dollarization. The purposes of those negotiations will be for the conversion of the earned time accrued into a cash dollar equivalent. Such conversion to equivalent dollar value shall only be used for purposes of computing the buyout at time of termination

Article-22 Clothing

1. The Department shall furnish all protective clothing required of employees in the performance of their duties without cost to the employee.
2. All uniform clothing shall be distributed through a quartermaster system. A Battalion Chief designated by the Fire Chief shall administer this system.
3. Any employee covered by this Agreement, upon termination from this Department, shall return all articles and accessories to the Department. This is to include protective clothing, badges, etc. Any items not returned shall be paid for at a reasonable fraction of original cost not to exceed 80% of that cost.
4. New employees who complete their Probationary period will be provided with a Class A Dress Uniform as part of their initial clothing issue.

Article-23 Longevity

1. Members of this Unit shall receive a longevity payment on the payday for the first week of December for the calendar year based on their length of service as of the first day of that preceding year as follows:
 - a. After 5 years of service - \$150.00
 - b. 6 years and up to 9 years \$150.00 and \$30 for each year over 5 years
 - c. 10 years and up to 19 years \$300.00 and \$50.00 for each year thereafter
 - d. 20 years and up to 24 years \$1000
 - e. 25 years and up to 29 years, \$1300
 - f. 30 years and over \$1500.

Longevity payments shall be included in the regular rate for purposes of calculating overtime.

2. An employee who resigns or retires shall receive a prorated longevity payment based on 1/12 per month of that year's service time.
3. An employee who is dismissed for just cause prior to December 1st of any year shall forfeit his right to any and all longevity pay to which he would otherwise be entitled.

Article-24 Military Duty Pay

1. Any employee under enlistment called to serve for annual training or a tour of duty with the National Guard or Armed Forces Reserves Unit shall be paid the difference between his pay for such government services and the amount of straight time earnings lost by him by reason of such service.
2. The Town agrees to continue to provide the healthcare coverage for any member activated with the same premium cost share, as if the employee was working.
3. Any individual covered by this Agreement, reporting for routine yearly active duty shall notify in writing the Departmental Secretary, thirty (30) days prior to departure date. Non-compliance to this Article shall mean forfeiture of one (1) day's compensation.
4. Earned time approval for military duty shall be excluded from usage limitations (as per Earned Time Article) and shall not impact other members earned time usage.

Article-25 Bereavement Leave

1. Pertaining to a death in the employee's immediate family, which will include spouse, father, mother, sister, brother, son, daughter, spouse's mother or father, step-parents, stepson, stepdaughter, grandfather, grandmother, the employee will be allowed twenty- four (24) hours time off from time of death through day of service. The Fire Chief may allow additional time if requested by the employee.
2. The Fire Chief may, at his discretion, allow an employee up to twenty-four (24) hours as bereavement leave for the death of someone other than those family members listed in this Article.

Article-26 Disability Leave

1. Employees who are injured while in the service of the Town of Derry are eligible for Workers' Compensation benefits.
2. For the duration of the injury, and not to exceed one (1) year, the Town will pay the employee his regular pay and the employee will assign his worker's compensation check(s) to the Town. If the worker's compensation check is greater, the excess payment will be reimbursed to the employee.
3. Thereafter, the employee will receive his Worker's Compensation benefit, which will not be supplemented by the Town.
4. The Town, and/or its Workers' Compensation carrier, retains the right to request updated medical information during the disability for which the Town or carrier is responsible to pay.
5. A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining: the nature of the disability, prognosis for recovery, and the probable length of disability.
6. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to his regular duties.
7. The Fire Chief shall make light duty assignments within the Department to employees released by their physician for light duty and as subject to the limitations set by their physician.

Article-27 Supplemental Compensation (Benefits)

1. During the terms of this Agreement; the Department agrees to make available supplemental compensation (benefits) available to members of this unit as follows:
 - a. Health Insurance
 - i. The Town shall provide employees with Blue Choice POS 1 Plus or an equal and mutually agreed upon plan for single, 2-person, or family coverage. Employees will provide to the Town, through equal weekly payroll deductions, an insurance premium cost-sharing of the following percentages of the total monthly premium for that employee's level of coverage:

- ii. The members agree to cost sharing of the premium for health insurance as follows:
 - 1. July 1, 2007 - 13.2%
 - 2. Effective with the payment of a signing bonus and retroactive payment of wages to July 6, 2008 following the adoption of this contract - 14%, which is equal to \$21.46 for a single plan, \$42.91 for a 2-person plan and \$57.93 for a family plan per week.
 - 3. July 1, 2009 - 15%, not to exceed \$25.75 for a single plan, \$51.50 for a 2-person plan and \$69.52 for a family plan per week.
 - 4. July 1, 2010- 16%, not to exceed \$30.21 for a single plan, \$60.42 for a 2-person plan and \$81.57 for a family plan per week.

- iii. Employees may opt for different insurance plan coverage as available through the New Hampshire Municipal Trust. The Town shall make available the BC3T10-R \$3/15 M\$3/7.
 - 1. July 1, 2007 13.05%
 - 2. Effective with the payment of a signing bonus and retroactive payment of wages to July 6, 2008 following the adoption of this contract- 14%, which is equal to \$20.04 for a single plan, \$40.07 for a 2-person plan and \$54.10 for a family plan per week.
 - 3. July 1, 2009 15%, not to exceed \$24.04 for a single plan, \$48.09 for a 2-person plan and \$64.92 for a family plan per week.
 - 4. July 1, 2010 16%, not to exceed \$28.21 for a single plan, \$56.42 for a 2-person plan and \$76.17 for a family plan per week.

- iv. Employees may opt for a higher-level coverage as available through the New Hampshire Municipal Trust. In such event the employee shall, through payroll deduction, pay the difference between the premiums opted for and the Town's premium share for that employee's Blue Choice POS 1 Plus level of coverage.

- b. The Town shall offer employees a buy out of health insurance premiums of \$893.39 per month for the family plan, or \$661.77 per month for the 2-person plan for all employees hired prior to the date of the signing of this contract, who, upon proof of alternative coverage, opt out of the Town's plan.
 - i. Buy out shall be at the coverage level for which the employee is eligible with payments made monthly. The Town and Union agree that if a Union member's status of qualification changes after he/she is receiving the insurance buyout at the 7/1/07 rate (i.e. \$893.39 family plan/ per month or \$661.77 – 2 person plan/per month), the union member shall be eligible to receive the appropriate amount whether it is an increase to the family plan or a decrease to the 2 person plan.
 - ii. The Town and Union agree that any member hired prior to the date of the signing of this contract may elect the buyout at the 7/1/07 rate (i.e. \$893.39 family plan/ per month or \$661.77 – 2 person plan/per month) until the one year anniversary of the contract signing date.

- c. Employees hired after the adoption of this contract or current employees opting out of health insurance from the Town after the one year anniversary date referenced in Section iii. above shall receive a buy out rate of \$2500 per year(\$208.33 per month), upon proof of alternative coverage.

- d. Disability Insurance – The maximum short-term disability coverage shall be \$700.00 per week for a period up to one (1) year.

- e. New Hampshire State Retirement
 - i. The Union and Town agree to have discussions regarding any impending NHRS pension legislation.

- f. Life Insurance - The Town agrees to provide to each member of the Unit, life insurance coverage in the amount of the members annual base salary, to the next higher thousand to be paid upon the death of the employee.
 - g. Accidental Death. The Town agrees to also provide to each member of the Unit accidental death and dismemberment coverage in the amount of the members the annual base salary to the next higher thousand (24 hours per day, 365 days per year coverage).
 - i. Example: If an employee dies of accidental causes, regardless of the relationship of that death to job duties, he will receive a total of two (2) times their annual base salary; i.e., base salary = \$20,367.36 - Life Insurance benefit is \$21,000, accidental Death benefit is \$21,000. Payment in the case of accidental death to \$42,000.
2. Prior to any change of health insurance carrier, discussions will be held with the Unit regarding the change. The parties agree to a re-opener limited to health insurance coverage/cost sharing if alternative plan/options are jointly agreed upon during the term of this agreement.
 3. Dental Insurance
 - a. The Town agrees to make available Dental Insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Ins., Option I - Coverage A - 100%; Coverage B - 80%; Coverage C - 50%; Coverage D - 50% with \$25/\$75 deductible and \$1,000 max per person
 - b. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two (2) person or family coverage that shall be deducted from the employees pay.
 4. The Town shall make a 457 Savings Plan available to employees of this unit. Employees opting to participate may make payroll-deducted contributions to the Plan by designation of earned time and/or wages up to the allowable maximum. The Town will make no contributions to the Plan.
 - a. The Town agrees that it will make available the PF POPE 457 Savings Plan
 - b. All additional costs associated with administering the cost of the PF POPE 457 Savings Plan shall be borne by the Union.
 5. The Town agrees to make available a Section 125 Plan Health Care and Dependent Care Flexible spending accounts to all Unit members. Employee contributions for healthcare premiums for both medical and dental insurance shall be on a Section 125 pre-tax basis.

Article-28 Payroll Deduction of Dues

1. The Department agrees to deduct, weekly, dues in the amount certified to be current by the Treasurer of the Union, from the pay of those employees who individually request in writing that these deductions be made. The Department shall remit the total amount of the deductions once each month to the Treasurer of the Union.
2. In the event that the employee has no pay coming to him, or the amount of his paycheck is not large enough to satisfy the dues deduction, no deduction will be made.
3. In no case will the Department collect fines or assessments for the Union other than dues as above listed.

Article-29 Wage and Hours

1. Each member shall receive a signing bonus of \$830.
2. The wage rates in effect July 6, 2008, July 1, 2009 and July 1, 2010 are as provided in Appendix A.
 - a. Effective July 6, 2008, all members of this unit will receive a cost of living adjustment of 2.5%.
 - b. Effective July 1, 2009, all members of this unit will receive a cost of living adjustment of 2.5%.
 - c. Effective July 1, 2010, all members of this unit will receive a cost of living adjustment of 2.5%.

3. The hourly rate of pay equals the weekly rate of pay, divided by forty-two (42) hours per week for all shift personnel.
4. Hours of duty for line personnel are based on a forty-two (42) hour workweek-24 hours on, then 72 hours off.
 - a. Twenty-four hour shifts begin and end at 0745hrs.
 - b. Employee's are to be provided a one (1) hour lunch break. The Unit recognizes that emergencies (as defined by the Officer in Charge) arise at any hour and require immediate attention.
5. The Unit recognizes that night training is at the discretion of the Officer in Charge.
6. An employee promoted shall be paid at the next highest step than their current pay grade.
7. Administrative personnel.-Administrative personnel shall work a forty-hour workweek, Monday through Friday from 0800 to 1600. At the discretion of the Fire Chief, administrative personnel may choose to fulfill their weekly hour requirement by working alternative hours.
8. Personnel of the Fire Prevention and Inspection Bureau, Fire Alarm, and Firefighter/Mechanics will work a normal forty (40) hour workweek 0800-1600 Monday through Friday. At the discretion of the Fire Chief these personnel may choose to fulfill their weekly hour requirement by working alternative hours.
9. Any employee who is required to accept the responsibilities and carry out the duties of a position or rank (for 12 hours or more) above their current assigned rank and pay grade (for example a Firefighter filling in for a Lieutenant) shall be paid step one or 1 step above their current pay (which ever is greater).

Article-30 Dispatchers

The position of Fire Dispatcher is recognized by the Collective Bargaining Agreement as a full-time position, and represented exclusively by the Unit.

1. It is agreed that the Derry Fire Department may hire Per-Diem Dispatchers, for the sole purpose of relieving the Departments inability to cover open dispatch shifts. The Department agrees that the Per-Diem Dispatchers will be utilized to cover open shifts that remain unfilled by other full-time Dispatchers.
2. It is agreed that the Town will pay these positions at the contract rate of a Step One Dispatcher, without rights to other benefits, or representation of the Union or this collective bargaining agreement.
3. The Unit agrees that the Town shall be allowed to schedule Per-Diem Dispatchers up to thirty-seven and one-half hours per week at the Departments convenience.
4. The Unit agrees that when a sixth full time dispatcher is hired the Town shall be allowed to schedule the Per-Diem Dispatchers up to sixteen hours per week at the Departments convenience.
5. Per Diem Dispatchers are required to work a minimum of sixteen hours per month in order to maintain their skill level.
6. When a shift becomes available for overtime, it shall be first offered to the full-time dispatchers, then to either a per-diem dispatchers or full-time firefighters and paramedics that are qualified.
 - a. There shall be one list maintained for the purpose of hiring these per diem and qualified firefighter dispatchers. This list shall be a rotating seniority list based on overtime hours worked to fill vacancies in Dispatch. The list shall be maintained in Dispatch.
7. If the shift remains unfilled the Department shall mandate the on duty dispatcher to remain on duty.

8. Fire Dispatchers shall work a three (3) on and three (3) off work schedule. There will be one five (5) on and two (2) off fixed schedule. See Appendix B.
 - a. Hours shall be:
 - 0715 hours to 1745 hours (10.5 hours) day shift ("three (3) on and three (3) off)
 - 0900 hours to 1630 hours (7.5 hours) day shift (Tuesday – Saturday (five (5) on and two (2) off
 - 2230 hours to 0900 hours (10.5 hours) - night shift
 - 1630 hours to 2400 hours (7.5 hours) - evening shift Tuesday through SaturdayIncluding a normal half hour for lunch, in accordance with the Dispatcher's schedule, except in emergencies. Emergencies to be defined by the officer in charge.
9. Bidding for shift will be in writing to the Fire Chief. Department Seniority will be the deciding factor. In the event of a tie for a shift, the Chief will consult with the Unit to determine who will fill the vacancy.
10. No overtime will be paid for the fifteen (15) minutes in excess of eight (8) hours per duty shift.
11. Shift Differential –
 - a. Dispatchers assigned to the evening shift will receive a shift differential of \$1.00/hour.
 - b. Dispatchers assigned to the night shift will receive a shift differential of \$1.25 /hour
 - c. Personnel on overtime are excluded from receiving this differential payment.
12. Overtime – Hiring for scheduled overtime shall occur on Mondays of every week. The initial call for scheduled overtime shall be made by the on duty dispatcher. The Director of Communications shall be responsible for scheduling the remaining open shifts. The dispatchers shall do the hiring for dispatchers vacancies occurring throughout the remainder of the week.
13. The Town and Unit agree to discuss allowing those dispatchers who meet the minimum state standards for firefighters to be allowed to be moved to Group 2 retirement system.

Article-31 Acting Officers

1. In the event there is a temporary vacancy (due to unforeseen illness/injury) and a need for an Acting Position within the Fire Officers Unit, the candidate ranked first by the Fire Chief on the Lieutenants promotional list shall fill said position no sooner than thirty (30) days after the opening occurs and shall be filled no later than forty-five 45 days after the vacancy occurs.
2. Other than wages, an Acting Officer shall be entitled to all benefits that he enjoyed as a firefighter.
3. Employees designated to replace Lieutenants in one-time assignments shall be paid at the step above their pay in the Officers pay scale.
4. Acting officers shall remain on the fire fighters overtime list. An acting officer may be offered overtime as an officer. If an acting officer works overtime as an officer that time shall be charged as time on the firefighter overtime list.
5. Acting officers shall be considered as a firefighter in regards to non-emergency earned time scheduling.
6. Acting officers will be allowed to swap with an officer. The swap can only be repaid when the acting officer is in the capacity as an officer.
7. Acting officers will be allowed to swap with a firefighter. The swap can only be repaid when the acting officer is in the capacity as a firefighter. If a firefighter swaps with an acting officer the acting officer shall function as a firefighter.
8. Shift personnel who work in the Mechanical Division shall be compensated at top step FF/Mechanic pay scale for those hours worked.

Article-32 Special Leave

1. Each employee may be granted special leave (swaps) with pay for a tour of duty or any part thereof which the employee is able to secure another employee in their place, provided:
 - a. Such substitution does not impose any additional cost to the Town.
 - b. All personnel will be allowed to swap consecutive shifts.
 - c. No more than three (3) consecutive swaps will be allowed except with Fire Chief's approval.
 - d. Such substitution does not interfere with operations of the Department as determined by the Fire Chief (the employee shall be informed in writing in the event of a denial).

Article-33 Special Assignment

1. The Department agrees to allow members to participate in either a federal or state emergency response program such as but not limited to the New Hampshire wildland fire fighting response team or a federal USAR team. While on Special Assignment the member shall be considered to be on a temporary assigned duty with the Derry Fire Department for the purposes of Workers Compensation.
2. The Department shall limit the amount of time for Special Assignment to be a total of thirty-two (32) calendar days annually for all Department members. This time shall be shared between both Units. If no member of this Unit applies and is accepted to participate then the other Unit shall be able to use the entire thirty-two (32) calendar days.
3. Time off shall be used in increments of sixteen (16) days. The Fire Chief may approve times longer than or shorter than this. Nothing in this clause allows more than thirty-two (32) calendar days to be used annually.
4. When a member is on Special Assignment he shall use his earned time. The Fire Chief may forego the requirements for use of Earned Time for employees on Special Assignment.

Article-34 Overtime

1. Overtime shall be distributed according to a revolving seniority list of unit members.
2. Effective 07/01/04, it is agreed that hours worked by shift personnel in excess of those hours regularly scheduled shall be paid at the overtime rate of one & one-half (1 1/2) times the employee's regular rate. The work period for the purpose of the FLSA is eight (8) days. The work period does not effect the overtime payment as agreed to in this contract. It is simply recognition of the work period required under the FLSA.
3. Overtime for twenty-four (24) hour shifts shall be paid at the employee's base rate of pay for the first six (6) hours of the shift, and at the employee's overtime rate (1 1/2 times the employee's regular rate) for the remaining eighteen (18) hours of the shift.
 - a. In the event that a need for overtime should occur due to unforeseen conditions (for example injury or illness) that requires an employee to be hired within twelve (12) hours of the start of shift, the employee hired to cover said shift shall be paid at their overtime rate (1 1/2 times the employee's regular rate) for the number of hours worked (minimum 1 hour).
 - b. Administrative personnel working in excess of their regular forty (40) hour work week, shall be paid at the employee's overtime rate (1 1/2 times the employee's regular rate).
 - c. Any overtime shifts of less than twenty-four (24) hours in duration, shall be paid at the employee's overtime rate (1 1/2 times the employee's regular rate).
 - d. Overtime in Dispatch is to be compensated at the employee's overtime rate (1 1/2 times the employee's regular rate).
 - e. Overtime for Hazardous Materials Team Members and employee's hired to cover Hazardous Materials Team Members is to be compensated at the employee's overtime rate (1 1/2 times the employee's regular rate).
 - f. All employees who are called back to duty (double tones) shall be paid at their overtime rate (1 1/2 times the employee's regular rate), for a minimum of two (2) hours.
 - g. Minimum amount of overtime shall be 1 hour for employees called in to work.

4. In the event that a need arises after 2200 hours for overtime hiring for an emergency (unplanned) earned time callout for the oncoming shift, the off-going shift may be polled by seniority and hours to work the available overtime before the revolving seniority list is utilized.
5. If the revolving seniority list fails to provide an employee to work the overtime assignment, the Department may hire a qualified (meets minimum requirements for the position) fire officer to fill the assignment.
6. If the revolving seniority list fails to provide an employee too work the overtime assignment, the Department is free to resort to any method possible to fill the assignment.
7. In cases where a specialized skill is required to fulfill the overtime assignment and the next name(s) on the list do not possess the skill, they will be passed over with regards to the assignment.
8. If a member's overtime assignment (understood to mean the assignment of an overtime shift) is cancelled within 24 hours or less of the beginning of said assignment, the member shall be provided a minimum of four (4) hours of work and compensated at the employee's overtime rate (1 ½ times the employee's regular rate).

Article-35 Court Leave

Employees will be covered or compensated for time in court due to their position held at the Derry Fire Department.

Article-36 Jury Duty

Employees chosen for jury duty shall be given the time off and be compensated the difference in pay between those monies paid by the court and their appropriate Department wage.

Article-37 Special Detail

1. Overtime for work details for a business or organization within the Town of Derry, other than the Town of Derry, (for example- fire prevention, special event EMS coverage, etc.) is to be compensated at time and one-half of the employee's base pay for a minimum of four (4) hours.
2. If more than two (2) members are required, there shall be a supervisor (company officer or Battalion Chief) hired.
3. In the event a driver-operator or paramedic is required, the firefighters will be given priority for the assignment before using a supervisor to fill the position.
4. Members who are assigned special detail may be cancelled with a minimum notice of four (4) hours.
5. There shall be one list maintained for the purpose of hiring special duty assignments. The list shall be a rotating seniority list based on special duty assignments. The list for hiring shall be maintained by the Office of the Battalion Chief.

Article-38 Levels of Proficiency

1. The Town and the Unit recognize that it is desirable for employees to acquire and maintain levels of proficiency. Accordingly, Unit members will receive an incentive payment as provided for in this Article.
2. If the Department pays for, provides coverage, and compensates an employee for taking a level of certification, it shall not be obligated to pay the employee an incentive for said certification.
3. The Town assumes no financial obligation for employees to attain any level of proficiency above that which is required for initial employment.

4. The Town agrees to provide a training budget in accordance with its past practice to allow for the on-duty training of its personnel.
5. Any time off from a duty shift to attain higher proficiency levels will be the responsibility of the individual. However, such swaps shall not be charged as a swap as defined by this Agreement.
6. Incentive Payment - Employees may receive an incentive payment in the form of a once a year payment.
 - a. Such payment shall be made in June to employees certified as of June 1st of that contract year.
 - b. An employee is compensated at the highest level attained in each of the firefighting categories. (Percentages for lower levels of attainment are not cumulative.)
7. All Levels of Proficiency must be attained in the normal sequence: i.e., Firefighter I, then II, and then III.
8. For achieving recognized levels of proficiency as established by the National Fire Protection Association and/or the State of New Hampshire employees shall be as follows:
 - a. Firefighter I or Career: Any employee hired prior to 6/1/81 and who does not currently possess his Firefighter I or Career level certification shall be eligible to receive 1.5% (for FFI) or 2% (for Career) incentive pay for obtaining these levels.
 - b. Or, Firefighter II - All employees that acquire or have acquired the certification for Firefighter II will receive an incentive payment of 2.5% of his base salary, which shall be made annually.
 - c. Or, Firefighter III - All employees that acquire or have acquired the certification of Firefighter III will receive an incentive payment of 3.0% of his base salary. This payment will be made annually.
 - d. Or, Fire Officer 1 - All employees that acquire or have acquired the certification of Fire Officer 1 will receive an incentive payment of 4.0% of his base salary.
 - e. Dispatcher Level 2 - All employees that acquire or have acquired the certification of Dispatcher 2 will receive an incentive payment of 2.5 of his base salary. This amount shall be capped at 2.5% of top step Dispatcher.
 - i. Any employee receiving this incentive must be willing and capable to operate the Emergency Communications Center
 - f. NFPA certified or equivalent fire investigator-2% of their base salary
 - g. NFPA Certified Fire Inspector – 2%
9. All firefighters must maintain as a minimum entry standard, the Basic level of EMT certification, as recognized by the National Registry of E.M.T.'s.
10. Those firefighters who achieve a higher level of EMS certification (i.e. EMT-Intermediate or EMT-Paramedic) must maintain that level once achieved.
11. Any dispatcher or Fire Inspector that attains any of these levels will be paid according to these incentive rates. Any employee receiving these incentives must be willing and capable to work in these positions.
 - a. The Town and the Union agree that Dispatcher H. Mitchell, having received proficiency pay for Fire Certifications prior to the State of N.N. changing the minimum requirements to be in the State Group 2 Retirement system shall continue to receive her incentive pay. Effective 12-10-04, any other Dispatcher requesting Fire Cert. proficiency pay must meet the minimum requirements to be eligible for inclusion in the Group 2 Retirement System.

College Degree_-

12. Employees who have attained, by June 1st of each year, the following degrees, in a course of study related to fire service, emergency medical services, paramedic medicine, public administration, or management, and is in the opinion of the Fire Chief related to the responsibilities of the employee, shall receive, beginning in the second year of employment, an incentive payment in June of the following amount:

- a. Associates Degree \$500.00 or
- Bachelors Degree \$700.00 or
- Masters Degree \$1,000.00

13. Incentives and degree attainment premiums shall be included in the regular rate for purposes of calculating overtime.
14. Tuition Reimbursement - Employees may request reimbursement for costs associated with college courses based on the following criteria:
 - a. The course must be given by an accredited college or university and employee must attend all required classes for reimbursement.
 - b. All requests for reimbursement shall be submitted to the Fire Chief or the Chief's designee and approved by the Fire Chief or the Chief's designee prior to attending classes.
 - c. The employee must complete the classes with a minimum grade of C to be eligible for reimbursement.
 - i. 100 % reimbursement for an A.
 - ii. 90% for a B
 - iii. 75 % reimbursement for a C
 - d. Employees must achieve a minimum grade of B to be eligible for reimbursement for Graduate level classes
15. The Unit shall be limited by an amount of \$5,000.00 annually for tuition reimbursement to all members. The amount shall be allocated and distributed amongst all members of the unit who apply and meet the criteria outline in this Article. If the total of all the bills exceeds \$5000.00 then the bills submitted for payment shall be prorated in order that all members qualifying for payment shall receive a proportioned amount This payment shall be paid in June of each year.
16. The Department agrees to allow an employee to receive a portion of their incentive payment prior to the annual date normally that the employee would receive the payment in order for the employee to use the money to pay for tuition. The amount shall be subtracted from the payment the following June.
17. The Union and Town agree to continue to have discussions regarding the amounts and types of proficiency pays that may be paid in the future.

Article-39 Promotional Testing

1. The Town and Unit recognize that the method of promotional testing is crucial to the development of a good and competent officer corps. In view of this, the Town will continue to issue promotions based on a fair and equitable testing process, which measures ability and competency in accordance with the following:

The promotional candidate shall have all of the minimum qualifications prior to the date of the first step of the testing process.

The candidate shall have thirty days to submit a Letter of Intent after the posting of a promotional testing process.

The Department will post; the reading list for the exam, eligibility, date of the exam, parts and weights of each phase of the exam, a minimum of three months in advance of the exam.

Ranking of candidates for promotion shall be based on the following:

 - i. The top six candidates from the first phase of the exam will go to next phase of the exam (phases of the exam shall be no more than one month apart.)
 - ii. The top three (3) scoring candidates shall go on to an interview with the Fire Chief (within one month), who will determine final ranking for the promotional list.
 - a. In the event the promotional list is exhausted, the next three candidates will go on to an interview with the Fire Chief, who will determine final ranking.
 - b. A letter detailing the candidate's scores on all phases of the testing and the final ranking for the top three candidates, as determined by the Fire Chief, shall be provided to each candidate within ten (10) working days following the Chief's interview.
2. The ranking shall be valid for two (2) years after the promotional list is published

3. When a vacancy occurs for a position, the candidate ranked highest by the Fire Chief shall be offered the position.
4. When a vacancy occurs for a position the candidate ranking highest on the list shall be promoted within fourteen (14) days from the time the vacancy occurs or within fourteen (14) days of the list being published.
5. The Department Administrative Regulation specifying job requirements may not be altered within 365 days of the test announcement.

Article-40 Health and Safety

1. Recognition -- Both the Town and the Unit recognize and agree it is in their best interest that the parties to this Agreement take all feasible steps to provide efficient and safe equipment and material to provide safe, clean, sanitary work conditions, and to protect the general health and safety of the members of the Unit.
2. Committee -- A committee will be formed which will be made up of at least two (2) members designated by the Vice President of the Unit, and at least two (2) members designated by the Fire Chief. The committee shall meet at least once in any calendar month for the purpose of discussing Health and Safety Issues with the Fire Chief, or his designee.
 - a. Recommendation -- The Fire Chief shall review and discuss with the committee the written recommendations and shall implement those, which he deems appropriate. Upon implementation, the substance of the recommendation will be added to Department Standard Operating Guidelines.
3. Dangerous pathogen-- The Department agrees to provide washers/dryers, laundry supplies and storage for work uniforms in order to prevent the spread of dangerous pathogens.
 - a. The Department may make available a commercial laundry vendor instead of using the Department's washers/dryers for the maintenance of station wear.

Article-41 Alcohol and Drug Testing

1. The Union and the Town agree that it is beneficial to promote a safe and healthy work environment for its employees, including, but not limited to assuring that all employees are free of illegal drugs and alcohol while performing safety sensitive functions.
2. The Union agrees to the implementation of a drug and alcohol testing program (AR 18, 11/20/00) that meets the criteria for testing and notification set forth under the combine chapters of 49 CFR 382. Any changes or alterations to this regulation will be preceded by discussion with and approval by the Union.

Article-42 Personnel Transfers

1. The Town and Union/Unit agree that schedule changes (shift transfers) should only be conducted when the Department has exhausted all other scheduling options. When a transfer or assignment is required the Fire Chief shall provide the employee with fourteen (14) days advance notice.
2. The Fire Chief may make transfers for emergency reasons exclusive of the above after notification to the Union/Unit and affected members.
3. An employee's change in job classification requires mutual agreement between the Department and the Unit.

Article-43 Staffing Levels

1. The Town and the Unit agree to maintain a minimum staffing level of one (1) driver or driver/paramedic and one (1) firefighter or firefighter/paramedic on each company of three (3) or more per unit.
 - a. If the driver is a paramedic, then the other position may be filled with a firefighter.

- b. If the driver is a firefighter, then the other position shall be filled with a paramedic.
2. If the company-staffing falls below this minimum staffing level and there is an opening for a driver/firefighter/paramedic, a driver/firefighter/paramedic, will be hired.
 - a. The intent of this clause is to assure a licensed paramedic and a certified driver/operator on each company. Nothing prohibits the driver from being the licensed paramedic.
3. To fulfill this requirement if the need exists to move a driver/paramedic or a firefighter/paramedic from one company to another company then that position will be filled with the appropriate overtime personnel.
4. If the department is unable to hire any paramedic, including an officer paramedic, then the appropriate personnel including an officer paramedic may be moved and the opening will be filled by a firefighter.

Article-44 Director Assignments

1. The Town and Unit agree that members of this bargaining unit may fill the following assignments:
 - Director of Emergency Medical Services.
 - Director of Communications and Technology.
 - Director of Fire Prevention.
2. Any member assigned to any of these positions shall be given all rights and benefits that they are entitled to with their job classification.
3. Any member assigned to any of these positions shall be paid an annual stipend of \$8,000.00 which shall be paid in 52 equal weekly installments.
4. Any member assigned to any of these positions shall be allowed to work overtime on the appropriate overtime list. Those members shall be paid overtime after 40 hours of work each week. The rate shall be based on their regular rate of pay plus the annual stipend.

Article-45 Effect of Agreement

1. This instrument constitutes the entire Agreement of the Department and the Unit, arrived at as a result of collective bargaining negotiations, and may be amended hereto only by mutual agreement which shall be reduced to writing and signed by the parties hereto.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Department and the Unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed this Agreement.

Article-46 Duration

1. This contract is in effect from 07/01/2007 to 06/30/2011.
2. It is further agreed that the terms and conditions of this contract shall remain in full force and effect until a successor Agreement is executed. Should a successor Agreement not be executed by 06/30/2011 the retroactivity of cost items contained therein shall be determined by negotiations.
3. In the event the parties have not agreed to terms and conditions for a successor agreement prior to the expiration date of this Agreement, the parties agree to freeze wages (excluding step raises) and

longevity increases. Further, the employee health insurance premium cost sharing shall remain at the June 30, 2011 rates.

Article-47 Gender

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible

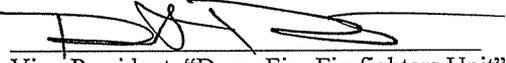
Article-48 Signature of Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on this 16th day of October, 2008

For the Union

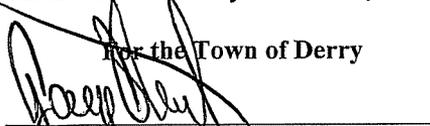


President, I.A.F.F. Local 4392

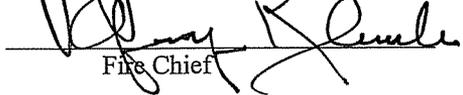


Vice-President, "Derry Fire Firefighters Unit"
I.A.F.F., Local 4392

For the Town of Derry



Derry Town Administrator



Fire Chief

Appendix A - Wages

FF EMT-
P

Firefighter

(42 hrs/wk = 2,184 hrs/yr)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7/6/2008	\$39,945.36 \$18.29	\$41,932.80 \$19.20	\$44,029.44 \$20.16	\$46,235.28 \$21.17	\$48,528.48 \$22.22	\$50,952.72 \$23.33	\$53,508.00 \$24.50
7/1/2009	\$40,950.00 \$18.75	\$42,981.12 \$19.68	\$45,121.44 \$20.66	\$47,392.80 \$21.70	\$49,751.52 \$22.78	\$52,219.44 \$23.91	\$54,840.24 \$25.11
7/1/2010	\$41,976.48 \$19.22	\$44,051.28 \$20.17	\$46,257.12 \$21.18	\$48,572.16 \$22.24	\$50,996.40 \$23.35	\$53,529.84 \$24.51	\$56,216.16 \$25.74

(Firefighters utilize Steps 1-4, FF/EMT use Steps 1-5, FF/EMT-I use Steps 1-6, FF/EMT-P use Steps 2-7)

Dispatcher

(37.5 hrs/wk = 1,950 hrs/yr)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/6/2008	\$33,091.50 \$16.97	\$34,749.00 \$17.82	\$36,504.00 \$18.72	\$38,317.50 \$19.65	\$40,209.00 \$20.62	\$42,217.50 \$21.65
7/1/2009	\$33,910.50 \$17.39	\$35,626.50 \$18.27	\$37,420.50 \$19.19	\$39,273.00 \$20.14	\$41,223.00 \$21.14	\$43,270.50 \$22.19
7/1/2010	\$34,749.00 \$17.82	\$36,523.50 \$18.73	\$38,356.50 \$19.67	\$40,248.00 \$20.64	\$42,256.50 \$21.67	\$44,343.00 \$22.74

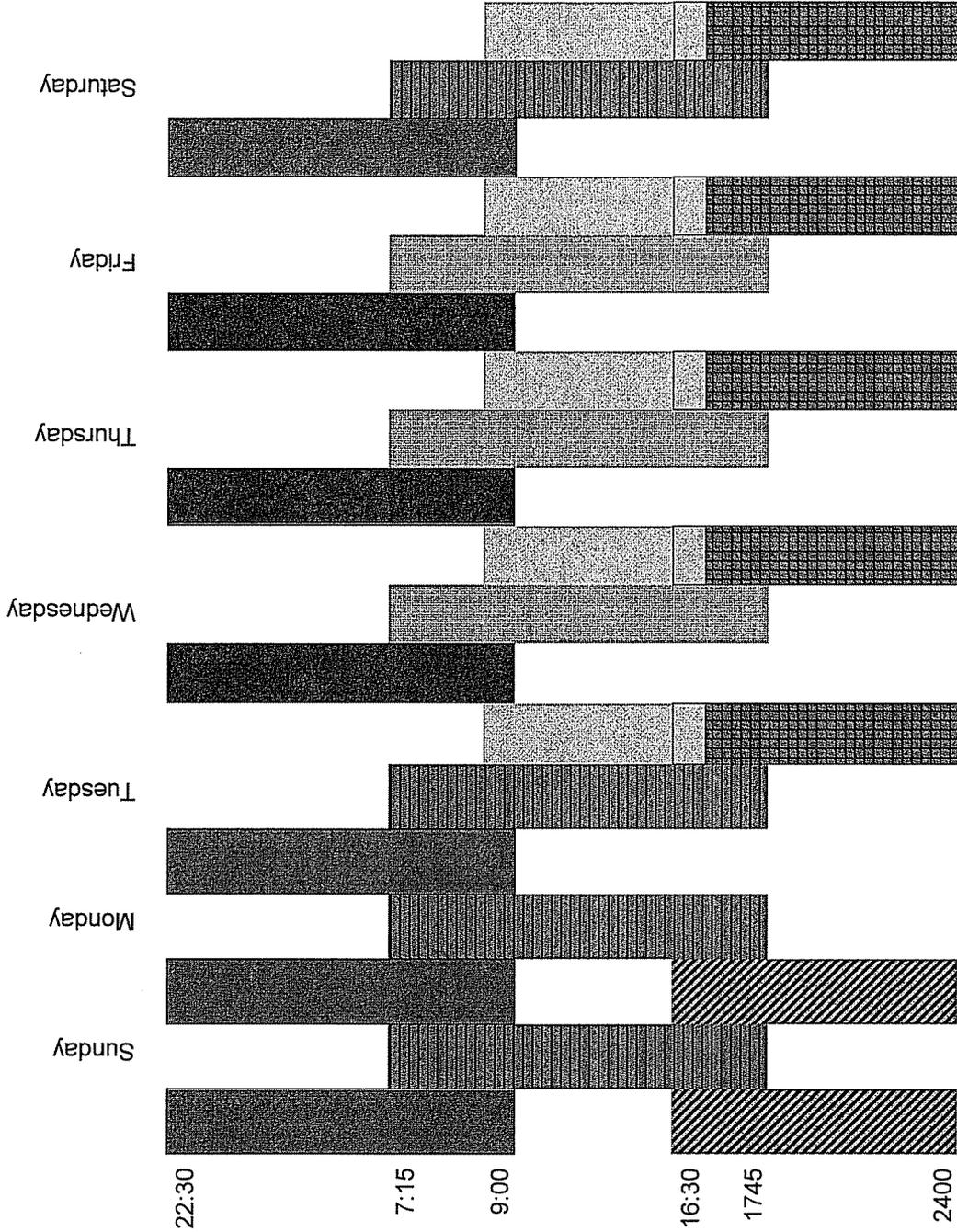
Inspector and Mechanic

(40 hrs/wk = 2080 hrs/yr)

	Step 1	Step 2	Step 3	Step 4	Step 5
7/6/2008	\$43,284.80 \$20.81	\$45,448.00 \$21.85	\$47,736.00 \$22.95	\$50,148.80 \$24.11	\$52,665.60 \$25.32
7/1/2009	\$44,366.40 \$21.33	\$46,592.00 \$22.40	\$48,921.60 \$23.52	\$51,396.80 \$24.71	\$53,976.00 \$25.95
7/1/2010	\$45,468.80 \$21.86	\$47,756.80 \$22.96	\$50,148.80 \$24.11	\$52,686.40 \$25.33	\$55,328.00 \$26.60

Appendix B Dispatch Schedule (Typical 7 day schedule)

DISPATCH WORK SCHEDULE



22:30-900 3 ON 3 OFF 10.5 HRS
 22:30-900 3 ON 3 OFF 10.5 HRS
 0715-1745 3 ON 3 OFF 10.5 HRS

0715-1745 3 ON 3 OFF 10.5 HRS
 09:00-16:30 TUESDAY - SATURDAY 7.5 HRS
 16:30-24:00 TUESDAY - SATURDAY 7.5 HRS

Appendix C Fire Fighters Seniority List

WILLIAMS	GARRY	03/11/79
SCOTT	MICHAEL	09/28/80
GANNON	EDWARD	09/17/84
CHASE	RANDALL	12/16/84
GREENWAY	GORDON	01/01/87
SHEEDY	WILLIAM	08/22/88
SANCHEZ	CAROL	08/06/89
HALL	JASON	09/20/98
MATTSON	GREGORY	09/20/98
MCCAUGHERTY	JOHN	02/28/99
MORAN	JAMES	07/12/99
SMALL	THOMAS	09/05/99
PETERSON	MICHAEL	11/01/99
GARONE	MICHAEL	11/29/99
STANHOPE	MICHAEL	11/29/99
MITCHELL	HEATHER	04/03/00
DAVIAULT	ALAN	04/16/01
WILLINSKY	MICHAEL	04/16/01
DUDE	VINCENT	04/16/01
MCGLYNN	PETER	05/07/01
HAGGART	SHAWN	07/16/01
EVANS	MATTHEW	07/16/01
STURGES	JOSHUA	07/16/01
ROBBINS	RICHARD	07/30/01
CARTIER	MARCUS	07/30/01
ROSSIGNOL	ANTHONY	07/30/01
BAHAN	SCOTT	07/30/01
WEDGE	EASTMAN	07/30/01
DAVIS	STEVEN	07/30/01
DEGROOT	ROBERT	07/30/01
SEBASTAIN	RONALD	07/30/01
DEACON	DAVID	03/04/02
LARO	GREGORY	03/04/02
HUSSEY	STEVEN	03/04/02
PUTNAM	GREGORY	03/04/02
TINKHAM	CHARLES	03/04/02
DONOVAN	TODD	09/03/02
PORTER	THOMAS	04/14/03
HOFFMAN	JAMES	06/29/03
BUMP	RYAN	09/15/03
BELVIN	CHRISTOPHER	09/15/03
LAVALLEY	PHILIP	02/11/04
ATWATER	ROBERT	01/03/05
MUNROE	KEITH	04/01/05
WILEY	ROBERT	07/19/05
HARRIS	MICHAEL	10/31/05
JAMESON	KYLE	10/31/05
CASE	JASON	10/31/05
HEBERT	TIMOTHY	10/31/05
LIVOLI	DENNIS	10/31/05
AUGER	STEVEN	01/30/06
ROBERTS	STEVEN	01/30/06
UNKLES	DENISE	06/18/06
BEINHAUR	SEAN	07/31/06
GUZOFSKI	JAY	12/31/07
KERSTEN	JAMES	12/31/07