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AGREEMENT BETWEEN
THE TOWN OF HUDSON, NEW HAMPSHIRE
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #3154
July 1, 2006 – June 30, 2009

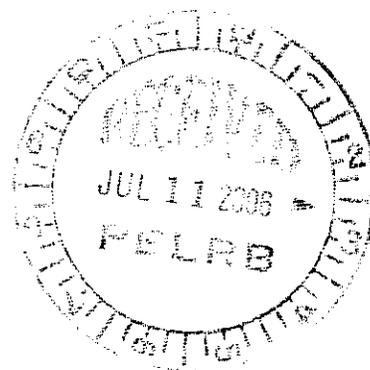


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ARTICLE I
AGREEMENT

This agreement is entered into on this day____, of 2006, between the Town of Hudson, New Hampshire and the Professional Fire Fighters of Hudson, IAFF Local #3154 (as recognized by the Public Employee Labor Relations Board), hereinafter referred to as the Union.

ARTICLE II
PURPOSE

The purpose of this agreement is to foster harmonious relations between the employer and the Union, and to establish in a collective bargaining agreement, levels of wages, hours, and conditions of employment.

ARTICLE III
RECOGNITION

1. The Town recognized the Union as the exclusive bargaining agent for all permanent members of the Town's Fire Department to include the rank/classification of:

Lieutenants
Privates
Dispatchers
Clerk/Dispatcher
Fire Inspector.

2. The term "employee" as used herein refers to members of this unit as listed above.

ARTICLE IV
EXCLUSIONS

1. The agreement excludes the current or future ranks of:

Chief
Deputy Chief
Captains
Clerk/(Executive Secretary)
Fire Prevention Officer.

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

ARTICLE V
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

ARTICLE VI
MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiations with the Union 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, promotional criteria, 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 Fire Department operations; d) the right to determine the means, methods, budgetary and financial procedures and personnel which the Fire Department operations are to be conducted; e) the right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies; f) the right to make rules, regulations, and policies not inconsistent with provisions of this Agreement and to require compliance therewith; and g) the right to subcontract.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement, except that where 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 procedure will be subject to Grievance Procedure Article XI of this Agreement.
3. Nothing in this Agreement shall be construed to limit the right of the Chief or his designee to command the Fire Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

ARTICLE VII
SAVINGS CLAUSE

1. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted State or Federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE VIII
UNION BUSINESS

1. One (1) Union representative shall be granted time to attend Union functions including attendance at conventions which are specifically listed as the following without loss of pay:
 - A. International Association of Fire Fighters Convention: biennially
 - B. IAFF EMS: biennially
 - C. Professional Fire Fighters of New Hampshire: every other month.
2. Thirty-days (30) notice in writing is required as a prerequisite to qualification for pay for any Union convention.
3. A grievant and one (1) Union representative are each allowed one (1) hour without loss of pay (if either or both are on duty) during duty hours to process grievance through each step of the grievance procedure.
4. All personnel shall have such additional rights, if any as are granted them under the New Hampshire revised statutes annotated.
5. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at the Hudson Fire Department Central Station two (2) times per month as long as such meetings do not hinder the normal operation of the Fire Department and those attending any such executive session notify the officer in charge on duty. The Town also agrees that all membership meetings of the Local may be held at the Hudson Fire Department Central Station as long as the practical application of this paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief.
6. All correspondence relating to the administration of this Agreement or matters between the Union and the Town will be addressed and delivered to the Chief or a Deputy Chief during their duty hours.
7. The Union shall have the right to erect bulletin boards in all fire stations and its location shall be approved by the Chief and the President of the Local.
8. A copy of this agreement shall be placed in all fire stations and will be available to all full-time personnel.

9. The Union will be afforded the opportunity to accompany the Chief or a Deputy Chief when notifying next of kin of any serious work related injury or death of a unit member, as specified by the employee in the Death and Serious Injury form.
10. Employees will be permitted to leave the fire station in order to use a Town telephone, outside the department, in order to conduct Union business in accordance with section 3. of this article.

ARTICLE IX
DISCIPLINE AND TERMINATION FOR CAUSE

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

Just cause shall include, but not be limited to the following: a) medically diagnosed incapacity to perform assigned duties when such incapacity will continue for more than one (1) year; b) incompetence; c) behavior incompatible with effective conduct or duty; d) behavior detrimental to the Town, or e) failure to carry out assigned duties.

A. Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Demotion if applicable
5. Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit immediate suspension or discharge. In unique cases, demotions may be substituted for discharge as determined appropriate by the Chief and Board of Selectmen.

- B. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action. The employee shall receive written notice of their right to Union representation in all disciplinary matters. The employee (and the union, if requested by the employee) will receive a copy of such warnings and notices at least 24 hours prior to the effective date of any discipline.
- C. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.
- D. Written records relating to demotion or warnings and suspensions, or letters of commendation are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Pursuant to RSA 275:56 as amended, if, upon inspection of his/her personnel file(s), an employee feels a record contained therein should be removed or corrected in writing he/she may so request of the Chief. If the request is denied the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence

supporting such version. Such statement shall be maintained as part of the employee's personnel record.

- E. The Union has all the rights under RSA 273-A:11 1. (a)

ARTICLE X CONSULTATION

1. Representatives of the Union may meet with the Chief or his designees once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. Nothing herein shall prevent the Chief or a Deputy Chief and the Union from meeting on a more or less frequent basis by mutual agreement.
2. Nothing herein shall prevent the Union from consulting with the Chief, or a Deputy Chief at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

ARTICLE XI GRIEVANCE PROCEDURE

1. Definition

A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement except Article VI (Management Rights).

NOTE: An employee who has a "complaint" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, and 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.

2. Procedure

STEP ONE

The Union desiring to process a grievance must file a written statement of the grievance to the Chief no later than ten (10) calendar days after the employee knew, or should have known, the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Chief shall meet with the employee and Union representatives (the number of

representatives being limited to two (2)) within three (3) calendar days following receipt of the notice and shall convey the written decision within five (5) calendar days thereafter.

STEP TWO

If the employee is not satisfied with the decision of the Chief he/she may file within fourteen (14) calendar days following the decision a written appeal with the Board of Selectmen, or their designee, setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) calendar days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and written decision shall be rendered within five (5) calendar days thereafter.

STEP THREE

If the employee is not satisfied with the decision of the Board of Selectmen, the Union may file, within twenty (20) calendar days following receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of arbitration shall be borne equally by the Town and the Local.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. 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 Town.
6. Failure of the representative of the Town to abide by the time limits as set forth in this Article shall result in the grievance proceeding automatically to the next step of the grievance procedure.
7. An employee may elect to be represented by the Union at any formal step of the grievance procedure.

ARTICLE XII NO STRIKE

The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage.

The Union and its members agree that each and every employee violating this Article shall be subject to disciplinary action by the Town.

ARTICLE XIII
SENIORITY

1. The Town shall establish two (2) seniority lists, one (1) for Lieutenants/Fire Fighters and one (1) for Dispatchers. Each shall be brought up to date yearly during the month of December and posted on all fire station bulletin boards for period of not less than thirty (30) days, and copies mailed to the Secretary of the Union. Any objection to the seniority lists as posted shall be reported within thirty (30) days of the end of the posting period by the individual employee. Seniority will commence from the first day of employment on a full-time basis as a probationary employee. Corrections to the seniority lists brought to the Town's attention after the thirty (30) day period will be corrected but would negate any benefits already awarded based on seniority.
2. In the event of more than one employee being hired simultaneously, the order of seniority will be determined by the dates shown on their employment applications. If date of hire and date of application are the same, employee seniority will be determined alphabetically by last name.
3. All newly hired or promoted employees shall serve a probationary period of six (6) months. Employees shall have no rights based on seniority during this period. They shall, however, insofar as applicable, be subject to all other clauses in this Agreement with the exception of the use of the grievance procedure for termination or discipline reasons. All employees who have completed said six (6) months of service shall be known as permanent employees and the probationary period shall be a credited part of the employee's seniority.

The Town agrees to provide training for all new or promoted employees at its expense as required by Town/Department regulations / policies and/or by State law during the probationary period. In the event that the employee is unable to complete the required training due to lack of course availability within the initial six (6) month probationary period, he/she shall be provided with up to six (6) additional months to successfully complete the training and obtain the required certification.

Should a newly hired employee fail to achieve the required certification during the initial six (6) month probationary period, or the extended probationary period, if applicable, the newly hired employee(s) shall be terminated. That termination shall not be grievable.

A promoted employee who does not successfully complete the required training in the initial probationary period or extended probationary period, if applicable, shall be demoted back to the previous position without loss of seniority. In addition, an employee promoted within the Department will be allowed to voluntarily demote back to his/her previous position without loss of seniority at any time during the initial or extended probationary period of applicability.

ARTICLE XIV
HOLIDAY RATE OF PAY

1. Fire Fighters who are off-duty shall be paid eight (8) hours straight time and fire fighters on duty will paid ten (10) hours of straight time, for the following eleven (11) named holidays. Dispatchers and Clerk Dispatchers, Fire Inspector are granted the named holidays as days off with pay.

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Civil Rights Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	

2. Where a conflict exists between the State and National holiday, the Board of Selectmen shall determine the day to be celebrated.

ARTICLE XV
CLOTHING ALLOWANCE

1. Uniforms will be furnished, in accordance with General Order Admn. 21, to each new employee of the bargaining unit. The initial issue of work uniforms for a Private shall consist of the following:

- 8 polo shirts (short or long sleeve)
- 4 pair of station work pants
- 2 Rubins
- 1 pair of black work boots
- 1 black belt

2. All members of the Bargaining Unit will be provided with a four hundred dollar (\$400.00) Clothing Allowance each year, following the initial year of employment, for the purchase and/or replacement of work uniforms as approved by the Fire Chief.

All members shall be provided with their full clothing allowance on July 1st of each year; except that:

Members that complete their first year of service shall have their clothing allowance pro-rated during their second year of employment unless their date of employment coincides with the start of the budget year, July 1st.

EXAMPLE: If an employee were hired in December, they would be furnished with their full clothing issue as detailed in section 1 above. Upon completion of their first year, they would have access to six (6) months, or half, of their clothing allowance. This method would put all members on a fiscal year period for uniform allowance and not provide any unit member with an unfair or increased benefit.

The member's clothing allowance may be used to purchase / replace these items.

3. In the event that an employee is promoted from the rank of Private to Lieutenant, he/she will be furnished, as an additional issue at no cost to the employee, with four (4) short sleeve and four (4) long sleeve shirts.
4. The Town shall provide all employees with a complete Class A uniform upon successful completion of one (1) year of service within the Department.

ARTICLE XVI DEATH IN THE FAMILY

1. Bereavement leave of two (2) duty shifts with pay shall be granted permanent bargaining unit employees in the event of the death of his/her:

Spouse	Child
Father	Father-in-law
Mother	Mother-in-law
Sister	Son-in-law
Brother	Daughter-in-law
Step-Father	Step-Brother
Step-Mother	Step-Child
Step-Sister	Grandmother
Grandfather	

A blood relative residing in the same household.

2. The Town may, upon recommendation by the Fire Chief, provide, up to, an additional two (2) duty shifts of paid bereavement leave in the event of the death of a spouse, child or blood relative residing in the same household.

ARTICLE XVII EARNED TIME

1. Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days 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 days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

2. Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows and are based on a year of employment being equal to 2184 hours.

<u>Years Service</u>	<u>Hours Accrued per Hour of Pay Status</u>	<u>Hours/Day Accrued (Approx.) Per Month</u>	<u>Annual "Days"</u>
0 thru 6	.1099	20/1.69	20*
7 thru 15	.1374	25/2.08	25
After 15	.1648	30/2.5	30

* Example: 20 days equals 240 hours 10x10 hour shifts and 10x14 hour shifts.

a) Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The annual rates are as follows and are based on a year of employment being equal to 2080 hours. (For those employees applicable).

<u>Years Service</u>	<u>Hours Accrued per Hour of Pay Status</u>	<u>Hours/Day Accrued (Approx.) Per Month</u>	<u>Annual "Days"</u>
0 thru 6	.07693	1.67	20
7 thru 15	.09615	2.08	25
After 15	.11538	2.50	30

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article XIII). Employees 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 and supplemental compensation such as overtime are excluded) and on years of service to the Town.

4. Termination and Restoration of Service Credit: An employee whose break in service from the town is less than one (1) year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one (1) year an individual will earn one (1) year credit for each year of employment after return, until the total past credit is accrued. After five (5) years of employment following return to work, credit for all previous service will be given.

5. Usage

a. Earned days may be used any time after being earned, including during an employee's Probationary period. It is expected that all absences which allow for advance approval by the Chief or his designee will be requested in advance to provide for adequate scheduling with reasonable notice to those affected by the absence.

b. Earned days may be used in units of one or more hours.

- c. Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.

6. Sick Leave Pool: The Sick Leave Pool is intended to provide security by allowing employees to “buy” insurance for extended illness, or other disability. When “buying” Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

- a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

- 1) Use of Pool days may begin on the ninth (9th) calendar day absence due to illness, injury, or other disability. For employees working 2080 hours per year the use of Pool days may begin on the sixth consecutive workday absence due to illness, injury, or other disability.

- 2) A physicians’ report must accompany the request to use Pool days.

- 3) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.

- 4) Periodic doctor’s reports may be required.

- 5) The maximum Pool day accrual is 150 days (i.e., the maximum conversion of Earned days is 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time days may not be converted to Pool days at any other time.

- 6) An exception to 6.a.1) above, regarding the beginning on the ninth (9th) calendar day to access the Sick Leave Pool may be granted when:

- An employee returns to work after using Sick Pool days but is disabled again within ten (10) working days of return.
- The disability is from the same cause as the original Sick Pool usage.
- The disability is certified by a physician to be the same as the original use.

Under these circumstances, the Chairman of the Board of Selectmen may grant an exception to beginning on the ninth (9th) calendar day to access the Sick Leave Pool.

7. Maximum Carryover

- a. Employees on roll effective July 1, 2006, shall be permitted to carryover to future years accrued earn time up to a maximum of ninety (90) days.
- b. Employees hired after July 1, 2006, shall be permitted to carry over to future years accrued time up to a maximum of sixty (60) days.

Any accruals which cannot be carried over will be paid out to the employee in the next pay period following their anniversary date of employment.

All accruals will be paid to the employee at the time of termination, retirement, or layoff, unless such termination is for cause. However, since a two (2) week notice is considered to be appropriate, in cases where such notice is not given, a pro-rata payment for Earned Time Accrual, based on the notice given will be made. In the event termination is for cause, the employee shall not be entitled to an earned-time payout unless otherwise expressly approved by the Board of Selectmen.

In the event that any employee has more accrued time on their anniversary date of employment during the first year of the agreement than provided above, the employee shall be paid one hundred percent (100%) of the excess accrual in the next pay period following their anniversary date of employment.

All accrual payments shall be at the base rate in effect at the time of payout.

8. Buy-Out 40/100

Employees may request, during the first week in June, or the first week in December, payment for accumulated Earned Time. Request will be granted only in units of forty (40) hours, i.e., buy back of forty (40) hours, eighty (80) hours, one hundred twenty (120) hours, etc.

Earned Time, when paid in this manner, will be at one hundred percent (100%) of its value based upon the employee's current rate of pay on June 1st or December 1st. Payment will be made in the last paycheck of the calendar or fiscal year, respectively.

ARTICLE XVIII
INSURANCE

Insurance benefits will be provided at the level and within the conditions of coverage in effect on July 1, 1989 for the duration of this Agreement. A brief description of the coverages provided are listed below in this Article.

1. Health Insurance: The Town pays for the employee's single membership cost and 50% of the cost due to dependent coverage (two member and family). Three plans are offered to employees: BC/BS (JY Plan), Mathew Thornton (an HMO) both through New Hampshire Municipal Association, or CIGNA (an HMO).

- a. The parties recognize that increasing health insurance premium cost is adversely affecting both the Town and the Employees. In the event the Town or Union determines there is a need to consider other providers and/or coverage options, the Town and the Union will convene a joint Union / Management committee to explore and assess any such options.
2. Dental Insurance: Employees are covered by Northeast Delta Dental. Single, two member, and family coverage paid for by the Town.
3. Life Insurance: Employees are provided with term life insurance of one times the employee's base salary rounded to the next nearest thousand dollars but in no case less than \$15,000, paid by the Town.
 - a. An employee may utilize his/her Earned Time or when appropriate the Sick Leave Pool to cover the period between an injury or disease and the on-set or availability of disability payments.
 - b. At any time after a disability, the employee may request that Earned Time, or when appropriate, the Sick Leave Pool be used to supplement the disability payments. In no case shall the combination of Earned Time or Sick Leave Pool benefits and the compensation received from the Disability Insurance Company equal more than one percent (100%) of the employee's regular rate of pay.
 - c. Upon receipt of the delayed disability payments, if that were occur, the employee may elect to submit payment to the Town by virtue of "signing over" a portion of his/her disability check to the Town for the purpose of restoring a portion of either the Earned Time or Sick Leave Pool days used to cover the absence due to disability. Such restoration of days need not be made if the employee does not desire to restore such Earned Time or Earned Time Pool benefits.
4. Disability Insurance: Employees are insured for 60% of wages lost due to non-related work injury or illness. The cost of the insurance is paid for by the Town.
5. Retirement: The Town of Hudson agrees to provide retirement coverage and benefits as prescribed and to the extent required by New Hampshire law. Employee contributions will be offered on the basis of tax-sheltered contributions (thus reducing gross taxable income at time of deduction from wages) unless otherwise directed by the employee.
6. Employees are provided with the voluntary option of participating in the New Hampshire Municipal Association (NHMA) Health Trust, Inc. Flex Plan. An abbreviated summary of this plan is contained in Appendix B1 and B2.

ARTICLE XIX
PAYROLL DEDUCTION OF DUES

1. Upon the presentation of a signed authorization card by the employee, covered by this agreement to the Town, the Town agrees to deduct the official dues or agency fee of the Union from the weekly wages of such employees covered by this agreement and pay the total amount of dues collected to the Treasurer of Local 3154 once a month along with a statement indicating who has paid dues or agency fee.
2. If the employee has no check coming to him/her, or if their check is not large enough to satisfy the dues, then no deductions will be made for him/her.
3. Any employee who chooses not to join the Union must, as a condition of employment with the Town, pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues as provided in Section 1 above. Such a representation fee shall commence thirty (30) days from the date of eligibility to join the union or the effective date of this agreement, whichever is later.
4. The union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the representation fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety -of such termination for failure to pay the representative fee. In such litigation, the Town | shall have no obligation to defend the termination.

ARTICLE XX
UNION SECURITY

1. All employees who are members of the Union on the date of execution of this Agreement, as referenced in Article I, shall remain members during the terms of the Agreement, except that employees shall be entitled to withdraw their membership and support of the Union during the period of one-hundred-and twenty (120) days before the termination of the agreement until thirty (30) days prior to the termination of the agreement.
2. Persons that become members of the Union following the execution of the agreement shall have the same "window period" for revocation of membership and dues.

ARTICLE XXI
WAGES AND HOURS

1. The Town agrees to provide compensation in wages as detailed in Appendix A as attached to this agreement prior to any COL adjustment.

A. Wage Increases

1. Effective July 1, 2006, July 1, 2007 and July 1, 2008, the wage schedule shall be adjusted by the Boston Area CPI for the respective December 31, 2005, December 31, 2006, and December 31, 2007 year-end averages as published by the U.S. DOL Bureau of Labor statistics, but not less than 3.0 or more than 4.0 percent.
2. The Wage Schedule Step System Eligibility for employees shall be as provided in Appendix A-2 based on their classification.
2. Fire Privates and Fire Lieutenants shall work an average of forty-two hours per week on an eight day cycle. The following additional provisions shall apply:
 - a. Those personnel who are on duty as a result of the 24-hour service period of a piece of apparatus shall work two consecutive ten-hour days, followed by two consecutive fourteen-hour nights, followed by ninety-six hours off. The cycle then repeats itself.
3. Fire Dispatcher's schedule shall consist of three (3) eight (8) hour shifts operating seven (7) days a week. The hours of the shifts shall be 0700 to 1500; 1500 to 2300; 2300 to 0700.
4. The Fire Inspector's normal work schedule will be Monday through Friday, 0800 to 1700. This is a forty (40) hour work week. The Hours worked over forty (40) per week will be paid at one and one-half times his/her normal salary. The Fire Inspector's work schedule may be modified by the Chief or his designee to meet the varying situations associated with the job and responsibilities of his/her position.
5. Bargaining Unit members may be employed by the Town to provide services unassociated with their normal duties and responsibilities. The nature of the work would be considered irregular or temporary. As such, it is not covered by this Agreement, but rather would be contracted in accordance with Article VI Sec. 1 g) of this Agreement. Full compliance with the Fair Labor Standard Act (FLSA) shall be assured. Such assignments are covered by departmental SOP 203.06.

ARTICLE XXII OVERTIME

1. Employee with the ranks of Lieutenant and Private will be paid overtime in accordance with applicable regulations and statutes (Fair Labor Standards Act). Effective upon the signing of this Agreement as referenced in Article I, overtime computations will be based upon the eight (8) week cycle for an average of forty-two (42) hours of straight-time work within that cycle.
2. Dispatchers and Clerk/Dispatchers and Fire Inspectors will be paid at a rate of time and one-half for all hours worked in excess of forty (40) in the work week. Holiday pay shall be considered as time worked for the purpose of calculation of overtime compensation.

3. When an employee is called back to work or kept beyond his/her regular shift he/she will be paid a minimum of one (1) hours pay at the appropriate rate, in accordance with Sections 1 and 2 above.
4. An employee upon being notified to work overtime after working a full duty shift when no emergency is involved will be given one (1) hour leave with pay to attend to personal business. The one (1) hour leave will be given at such time as to permit the purchase of food during supermarket hours, prior to the meal for which the food is to be used. The hour of leave will be given at a time set at the discretion of the Chief or designee and will not further necessitate covering that one (1) hour absence.
5. The assignment and distribution of overtime for employees shall be made in accordance with the methods set forth in this article. The overtime list shall consist of a voluntary request by the Department for volunteers from July 1st through August 15th of each calendar year. Individuals must sign on to the voluntary overtime list by August 15th of any given year with the exception of probationary employees. They will then be considered available for overtime until the following August 15th. Overtime opportunities are voluntary and shall be offered to those individuals whose name is at the top of the appropriate list (according to job classification) and shall be offered in order of the next available shift. After being offered, the overtime shall be considered as overtime actually worked. Overtime is accepted or rejected when offered. The name shall be moved to the bottom of the list. An individual who is called for overtime, and cannot be reached, will remain on the top of the list until contacted, or until the next overtime shift becomes available. No probationary firefighter may work an overtime shift until the probationary firefighter has completed ninety (90) days of full time employment, and they have completed the following:

- . Have received their EMS Protocols
- . Are certified to operate: ambulance and engine
- . Are approved in dispatch

Probationary Fire Dispatchers must have completed sixty (60) days of full time employment and must have completed two (2) satisfactory evaluations from the Dispatch Supervisor. They then shall be placed on the Fire Dispatcher overtime list.

Personnel on vacation, sick leave, earned time or any other type of leave will not be called but will remain on the list.

When being offered overtime, it is agreed that the employee will accept only a single shift when offered, and will not accept a second shift until the rotation has been completed. No employee shall work in excess of three (3) consecutive shifts (38 hours) without a day or night shift off. In the event that a lieutenant does not volunteer for overtime, a firefighter may work for a lieutenant provided they are qualified to be an acting lieutenant. The position of acting lieutenant will be available to those that have successfully passed the most recent fire lieutenant's examination with a minimum score of 75% and have been appointed to the acting position by the Fire Chief. The Fire Chief shall not unreasonably withhold the appointment of acting lieutenant for any individual who passes with a minimum score of 75% on the fire lieutenant's examination.

Filling of lieutenant's vacant shift shall be done using the members of the shift in which the vacancy occurs if possible. This will create a vacancy in the firefighter's rank, which will be filled using the Department's overtime list as described above.

The acting lieutenant will be paid the minimum rate of pay for a lieutenant for all hours worked, while assigned to the acting lieutenant's position. Upon the completion of shift coverage, the firefighter will revert back to all normal duties of a firefighter or lieutenant unless the position being covered is for more than one shift. The acting lieutenant will continue to have the authority and responsibilities of a full time lieutenant while they are assigned to this position.

In the event that the above voluntary overtime list is exhausted and/or less than fifty (50%) percent of the unit members agree to sign on to the voluntary overtime list, the Department may utilize mandatory shift coverage. The on-duty shift shall fill all vacancies that are created by the oncoming shift. Employees have the option to work or swap away this coverage, but the employee responsible for the coverage shall be responsible to provide equal coverage for the vacancy. A list by seniority shall be maintained by each shift to cover these vacancies. The list shall rotate starting with the employee that is next on the list after the last coverage has been filled. There shall be a second list established for officer's positions, firefighters, paramedics and dispatchers. At no time shall this mandatory coverage interfere with an individual's use of earned time.

ARTICLE XXIII WORKING OUT OF CLASSIFICATION/RANK

If a position is vacant for a period of time more than one (1) duty shift payment occurs if the Town fills the position by means of a temporary upgrade. This right does not, however, limit the Town from filling such vacancies by means of overtime assignments within rank.

ARTICLE XXIV DUTY SHIFT SWAPS

1. The Town agrees to allow swaps of scheduled duty shifts.
2. Requests for swaps will be forty-eight (48) hours in advance.
3. Swaps shall be covered in the following manner:
 - Permanent Fire fighter for Permanent Fire fighter
 - Permanent Officer for Permanent Officer
 - Dispatcher for Dispatcher
4. Once the swap is approved, the member that has agreed to cover the assigned shift, not the Administration, is responsible to make sure that the shift is covered by a qualified member of the Department.

ARTICLE XXV
EDUCATIONAL BENEFITS

1. Courses which are a requirement of the job shall be paid for entirely by the Town.
2. Courses which are related to the job, but are not required are eligible for 50% funding by the Town. A budget of \$2,000 shall be available each year to cover the cost of the benefit for Unit employees.
3. All courses must be approved by the Chief, in accordance with policy Adm. #24, to be eligible for reimbursement by the Department. All requests shall be considered on a first come first served basis.
4. Town provides all required training materials and manuals.
5. The Town agrees that training for members of the bargaining unit will be conducted on shift whenever practical. Exceptions to this Article would include large scale department training sessions requiring participation of all department personnel for the purpose of employee safety, efficiency, or cost effectiveness.
6. Bargaining unit members requested to report to training sessions while off duty shall be compensated at the overtime rate.
7. Paramedic Tuition:

The parties agree that any individual unit member who voluntarily requests to take part in, and is selected, at the Department's direction, to participate in the attainment of a paramedic certification and licensure will be subject to the following:

- A) The Town shall pay the cost of tuition, books and supplies for the Paramedic training program if the employee successfully completes the program. The employee will be allowed to attend this training on school time and will not have to use earned time.
- B) The Town shall be entitled to reimbursement for the tuition if the employee does not remain in the employ of the Town for a period of two and one-half (2 1/2) years from the beginning of the program. The Town shall forgive 1/30th of the reimbursement by the employee for each month the employee is employed by the Town beginning with the commencement of the program. After a period of two and one-half (2 1/2) years of employment after commencement of the program, the Town will not be entitled to any reimbursement.
- C) Unit employees shall be considered and selected under the provisions of HFD GO EMS-15, Paramedic School Application / Selection Process.

ARTICLE XXVI
SAFETY AND HEALTH

1. The Town and the Union shall fully cooperate in matters of safety, health and sanitation affecting the employees. There shall be established a departmental safety committee, comprised of two (2) members named by the Union, one (1) full time Captain, One (1) Call Fire fighter. The Chief or his designee shall act as Safety Committee Coordinator. The committee shall meet quarterly and will keep minutes of all proceedings. A copy of the minutes and any reports issued by the committee shall be posted at each station. The committee shall report its suggestions and results to the Deputy Chief and forward a copy to the Fire Chief and the Union. The committee may recommend to the Chief such things as the types of clothing and equipment to be utilized and provided by the Department, procedures to improve and ensure safe working conditions and suggestions for any type of safety improvement as a result of reviewing accident data and statistics. There shall be no compensation paid for attendance at committee meetings by members of the bargaining unit, unless they are on duty.
2. The Town will make available and assume all costs for each member of the bargaining unit to receive proper vaccination against Hepatitis B, and annual tuberculosis (TB) screening.

ARTICLE XXVII
PERSONNEL REDUCTION AND RECALL

1. In the case of a reduction of personnel within the bargaining unit, the employee with the least seniority within the affected classification shall be laid off first.
2. The names of employees laid off from the bargaining unit will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classification. If a laid off employee is notified by telephone or by a letter sent to his/her last known address on the records of the Fire Department to return to work, he/she must notify the Department within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of such notification or he/she will cease to have any rights based on seniority and shall be terminated.
3. Recalled employees who return to work will be credited with prior length of service, provided such employee has not withdrawn his/her contributions from the State Retirement System.

ARTICLE XXVIII
INDEMNIFICATION

The Town indemnifies employees for expenses or damages incurred in the defense or settlement of a claim against him/her which arises out of actions within the scope of official duties or employment in good faith as detailed in the Hudson Town Code Section C-97 (as amended 11/3/87 by Charter Amendment No.35).

ARTICLE XXIX
EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The parties acknowledge that during 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 Town and the Union, 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 referenced 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 of either or both parties at the time that they negotiated or signed this agreement.

ARTICLE XXX
LAYOFF

In the event of a lay-off part-time Dispatchers will be laid off prior to unit members.

ARTICLE XXXI
PHYSICAL FITNESS

1. Fire Fighters will be allowed to exercise while on duty, in accordance with General Order TRNG-4.
2. The Town will provide space at the Fire Department for an exercise room.

ARTICLE XXXII
INCENTIVE PAY

1. Employees shall receive the following incentive payments for attaining and maintaining of the certifications as listed. Certifications will be granted as qualified and as listed below:

Emergency Medical Services:

EMT – Intermediate	\$200
College Education (degree certification):	
Associates Degree	\$500
Bachelors	\$1,000

Degrees accepted will be in Fire, Rescue, EMS, HazMat or Management/Administration majors. All currently accepted degrees will still be accepted.

Instructor \$100

Communications Certificates:

Dispatch Instructor \$500

2. All incentive payments will be made in the form of a one time bonus payment the first week in December.
3. All incentive payments are cumulative except Associates Degree and Bachelors Degree.
4. Only employees for whom EMT-Intermediate was not a job requirement will qualify to receive the EMT-I incentive.

Only employees who had obtained an Instructor's Certificate prior to the execution of this Agreement will qualify for the \$100 incentive.

5. Only one (1) annual Instructor's incentive payment is made to an employee. Receipt of that incentive anticipates one or more specialty skills for which the individual is qualified to teach.
6. A dive Team member must maintain the performance levels required by attendance at the number of training dives as specified in policy Dive #2.

ARTICLE XXXIII ON THE JOB INJURIES

1. If an employee is injured on the job he/she will be permitted to utilize the Earned Time benefit and Earned Time Pool days to convert the period between the time of their injury and the date when the benefit payments are received from the Workmen's Compensation insurance carrier.
2. When worker's compensation benefit payments are received an employee may repurchase any or all Earned Time or Earned Time Pool benefits utilized to cover days of absence compensatory by virtue of the Worker's Compensation benefit. Such repurchase may be accomplished by "signing over" a portion of the Worker's compensation received from the insurance carrier.
3. In no case shall the combination of Town provided coverage, workers compensation payments and earned time equal more than one hundred percent (100%) of the employee's regular rate of pay.

ARTICLE XXXIV EXTENDED LEAVE OF ABSENCE (FAMILY LEAVE ACT)

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of

the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.

2. To the extent possible the portion of extended leave of absence (FMLA) taken due to disability resulting from pregnancy, miscarriage or child birth may be charged to available Earned Time. Such Earned Time shall be used from the on-set of the extended leave of absence (FMLA).
3. During the twelve (12) week period of leave, the employee's insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's service credit and position will not be affected by such leave.
4. After twelve (12) weeks has elapsed, the employee's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the employee's inability to return to assigned duties and the use of benefits provided for in this Agreement.
5. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

ARTICLE XXXV LIGHT DUTY

1. The Town agrees that when light duty is either offered or required employees within the bargaining unit shall be placed in a light duty position within the Hudson Fire Department.

ARTICLE XXXVI MILITARY LEAVE & COURT / JURY LEAVE

1. Military Leave

- a. Any permanent employee enlisting or inducted into the Armed Forces of the United States or who as a member of a Reserve or National Guard Unit is called to active duty in the Armed Forces and who satisfactorily completes such service and makes application for reemployment within 90 days of release from active duty or within 30 days, in the instance of training, shall be returned to Town employment in a position of like pay, seniority or status to the position the employee left. The employee shall be entitled to the same or similar pay, status and seniority the employee would have had if the employee continued employment, except that the employee shall not accrue vacation, holiday or sick leaves during the period the employee is absent from Town employment.
- b. Any employee who is a member in a Military Reserve or National Guard unit shall be entitled to leave without loss of time, pay or regular leave or any other benefits for all periods of Military service in the service of the State of New

Hampshire at the call of the Governor without regard to length of time, and for military services in the services of the United States for a period not to exceed a total of fifteen (15) calendar days in any fiscal year. Employees shall be entitled to full compensation, less any military compensation received in the instance of reserve duty, for what would otherwise be normally assigned work days, excluding overtime, during the fifteen (15) calendar days of Military assignment.

- c. Any employee who is a member of a military reserve or National Guard unit who receives training in excess of fifteen (15) calendar days, and not at the call of the Governor and in the service of the State as set out above shall be entitled to leave without pay for the duration of the training. The employee shall be able to utilize earned time to supplement the employee's military pay up to his regular base salary for a week. If, however, the employee must go on active duty in the United States Armed Forces to receive such training the employee shall not be entitled to leave without pay, but rather to reemployment as set out above. An employee who is entitled to leave without pay shall not accrue any leave while receiving military leave without pay and shall not lose any previously accrued leaves and shall return to the same or another position similar in pay, seniority, benefits and status. While on Military leave without pay, the employee shall not be covered by the Town's medical benefits and may only continue family medical coverage benefits by paying the appropriate premiums.
- d. All employees must present orders to their supervisors in order to obtain this leave, which indicates date of departure and length of service anticipated. Employees returning from reserve duty shall also submit proof of compensation received from such duty on request.
- e. Any enhancement(s) to the above provisions for military service shall be at the sole discretion of the Board of Selectmen, and shall be extended to members of this bargaining unit as applicable.

2. Court / Jury Leave

- a. Any regular full-time or part time employee who is required to serve on a jury, or as a result of official Town of Hudson duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary period shall be extended by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his / her supervisor immediately in order that arrangements may be made to cover the position. The Town reserves the right to request that an employee who is called for jury be excused if his / her absence would create a hardship on the operational effectiveness of the department to which they are assigned. Employees are to return to work after jury duty, although no more than the regular scheduled number of hours for both jury duty and work will be required. If excused as a juror on any given day, the employee is expected to contact their supervisor to

report to work as instructed, unless the employee wishes to or has used earned time for that jury duty day.

- b. The employee is responsible to turn over jury or witness fees to the Town excluding mileage fees.
- c. Time away will not affect earned time accruals.
- d. Employees who appear in court as the Plaintiff or Defendant in any action not related to their official duties shall not be paid for time away from work unless that time is taken as earned time. Court payment for travel expenses are to be retained by the employee.
- e. The employee may keep any court payment for services performed on the days of his / her regularly scheduled weekend or performed while on earned time leave.

ARTICLE XXXVII RESIDENCY

- 1. Effective July 1, 2006, employees shall reside within one (1) hour travel time from the Central Fire Station (15 Library Street). The Fire Chief or a Deputy Chief will drive with the employee (at the time of employment) to verify the one (1) hour travel time.

ARTICLE XXXVIII DURATION

- 1. This Agreement shall be in full force and effect from July 1, 2006 and shall expire on June 30, 2009.
- 2. If the Board of Selectmen fails to act with respect to this Agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, the Union has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/factfinder.

FOR THE UNION

FOR THE TOWN OF HUDSON

Chief Negotiator

Chief Negotiator

I.A.F.F. Local

Board of Selectmen

Jan 2 [Signature]

[Signature]
[Signature]
[Signature]

[Signature]

**Hudson Fire Department
Wage Schedule
Effective July 1, 2006
(prior to COL adjustment)**

	Prob	Step 1	Step 2	Step 3	Step 4
Firefighter	\$13.29	\$13.84	\$15.48	\$17.11	\$18.75
Firefighter / Paramedic	\$13.48	\$14.87	\$16.67	\$18.46	\$20.22
Fire Inspector		\$14.86	\$16.61	\$18.40	\$20.21
Lieutenant		\$19.10	\$20.97	\$22.85	
Lieutenant / Paramedic		\$20.60	\$21.67	\$23.90	
Dispatcher	\$13.10	\$13.50	\$14.21	\$14.92	\$15.63

APPENDIX A-2
WAGE SCHEDULE
STEP SYSTEM ELIGIBILITY
EMPLOYEES HIRED OR PROMOTED
(EFFECTIVE JULY 1, 2006)

FIRE FIGHTER

Step 1: Completion of Probation, FFI, and EMT-Intermediate.

Step 2: 1st Anniversary of hire date.

Step 3: 3rd Anniversary of hire date.

Step 4: 4th Anniversary of hire date.

DISPATCHER

Step 1: At completion of probation.

Step 2: 1st Anniversary plus FFII Communications and/or APCO Certification*.

Step 3: 2nd Anniversary.

Step 4: 4th Anniversary.

* Public Safety Telecommunicator I.

LIEUTENANT

Step 1: Upon promotion to Lieutenant.

Step 2: 2nd Anniversary of promotion date.

Step 3: 3rd Anniversary of promotion date.

FIRE INSPECTOR

Step 1: Upon appointment.

Step 2: 2nd Anniversary of date of appointment.

Step 3: 3rd Anniversary of date of appointment.

Step 4: 4th Anniversary of date of appointment.