



COPY

**WAGE AND WORKING
AGREEMENT**

BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE

AND

**SOMERSWORTH FIREFIGHTERS,
LOCAL #2320**

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2010 to June 30, 2012

FIREFIGHTERS LOCAL 2320 CONTRACT

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COPY

WORKING AGREEMENT BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE
AND
SOMERSWORTH FIREFIGHTERS, LOCAL #2320
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Agreement is entered into by and between the CITY OF SOMERSWORTH, NEW HAMPSHIRE, hereinafter referred to as the EMPLOYER, and Local #2320, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and establish proper standards of wages, hours and other conditions of employment.

ARTICLE I RECOGNITION:

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all permanent uniformed employees of the Fire Department except for the Chief Engineer, hereinafter referred to as Chief and one (1) Deputy Chief for the purpose of bargaining with respect to wages, hours of work and working conditions.

ARTICLE II PAYROLL DEDUCTION OF DUES:

- 2.1 The Employer agrees to deduct, once each week, dues and assessments in an amount certified to be correct by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

ARTICLE III AGENCY SHOP:

- 3.1 Whenever re-employments are made, or the Fire Department hires new employees, they shall, within thirty (30) working days, become members of Local #2320 by presenting to the Fire Department a proper authorization card approved by the Union for the collection of dues. In the alternative, if the employee chooses not to join the Union, he will be required to pay a service charge in the amount comparable to the dues. The Union will defend and indemnify the City against any claims arising out of this section.

ARTICLE IV DISCRIMINATION:

- 4.1 The Employer agrees not to discriminate against any employee for the employee's activity in behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of age, sex, race, color, marital status, disability, religion, sexual orientation, citizenship or national origin.

ARTICLE V UNION BUSINESS:

- 5.1 Employees elected to Union office shall be granted time to perform their Union functions, including the attendance of one (1) delegate every two (2) years, to the International Association of Firefighters Convention, the attendance of one (1) delegate to the Biennial Firefighters Convention in New Hampshire involving the State Labor Federation of the AFL-CIO Council and the attendance of three (3) delegates each year to a meeting in New Hampshire sponsored by the Professional Firefighters of New Hampshire.
-

ARTICLE VI JOINT LOSS MANAGEMENT COMMITTEE:

- 6.1 The parties agree that the Union shall nominate two (2) of its members to serve on the JLMC and the Chief shall select one (1) of the two (2) nominees for appointment to the JLMC.

ARTICLE VII OVERTIME PAY:

- 7.1 Overtime is time worked in excess of the employee's regular work schedule and shall be compensated at the rate of one and one half (1 1/2) times the basic rate of pay.
- 7.2 All overtime other than replacement for authorized leave or held over shall provide for a two (2) hour minimum of pay at the overtime rate, providing that an employee who works in excess of two (2) hours shall be paid for all time worked and paid to the nearest next hour.
- 7.3 Any employee who is held over for any reason shall be paid a minimum of one (1) hour's pay at the overtime rate. If the employee is held over in excess of one (1) hour, the employee shall be paid for all time worked and shall be paid to the nearest next hour.
- 7.4 Overtime assignments shall be made from the appropriate seniority list established within this section and in accordance with the following:
List A - This list shall be for firefighter replacements needed for day or night shifts.
List B - This list shall be for officer replacements needed for day or night shifts.
List C - This list shall be for firefighter replacements for a partial shift*.
List D - This list shall be for officer replacements for a partial shift*.
*Partial shift lists shall be used for any assignment other than for full shift.
- Overtime assignments shall be offered to all employees on a rotating basis from the respective seniority list set forth above. If no employee accepts the overtime upon a check of the entire appropriate list, the first person contacted shall report for work or assure a substitute reports on their behalf.
- 7.5 In those instances where the emergency for which employees have been recalled is quickly resolved, a delay of fifteen (15) minutes shall be given prior to calling the roll to determine off-duty personnel present.
- 7.6 Any employee responding to recall shall be paid a minimum of two (2) hours overtime if he/she reports within thirty (30) minutes after the recall has been sounded and one (1) hour overtime if he/she reports between thirty-one (31) and sixty (60) minutes of the recall having been sounded. Any employee

responding to a recall in excess of sixty (60) minutes shall be paid the overtime rate for the time actually worked.

ARTICLE VIII LIABILITY INSURANCE:

8.1 The Employer agrees to defend and indemnify any bargaining unit employee or former employee against any claim or civil action commenced against such employee while acting within the scope of official duty for the City and that such acts were not wanton or reckless. The employer shall retain counsel to represent or defend such person and the City shall defray all costs of such representation or defense. In such case, the City shall also protect, indemnify and hold harmless such person from any costs, damages, awards, judgments or settlements arising from the claim or suit.

ARTICLE IX SICK LEAVE AND WORK CONNECTED INJURIES:

- 9.1 Sick leave shall be earned and deducted on an hourly basis. Employees shall earn sick leave at the rate of twelve (12) hours a month with a maximum accumulation of one thousand one hundred fifty-two (1,152) hours (96 days.)
- 9.2 Where an employee has not utilized any sick hours within a given month, an employee that has at least one hundred forty-four (144) hours previously accumulated, the Employer shall pay to the employee six (6) hours at the employee's prevailing rate in addition to other compensation due. The employee may choose equal time off to be taken at a mutually agreeable time. Such time off shall be taken in not less than one(1) hour block of time.
- 9.3 Employees shall not change sick leave incentive status more than three (3) times a fiscal year.
- 9.4 Employees shall give a thirty (30) day notice of intent to change status of sick incentive.
- 9.5 Employees shall not have in excess of thirty-six (36) hours of sick leave incentive accumulated at any time.
- 9.6 Conflicts in requested sick leave incentive shall be resolved on the basis of seniority.
- 9.7 Sick leave incentive time request shall be submitted no less than twenty-four (24) hours in advance for approval.
- 9.8 Sick leave incentive shall be taken on night shifts only.
- 9.9 In the absence of the Chief, (weekends and vacations) the officer on duty shall permit sick leave incentive.
- 9.10 When employee terminates his employment other than for cause, the employee will receive fifty (50%) percent of his accumulated leave.
- 9.11 If an employee misses two (2) consecutive working days, a doctor's certificate shall be required at the discretion of the Chief if it is necessary to do so.
- 9.12 An employee will be entitled to continue at full salary status for the first six (6) months after a work related injury, unless it is determined that there is no possibility that the individual will return to work as per Personnel Plan. During

this six (6) month period the City shall pay the difference between the employee's regular base pay and the amount received by the employee in Workers' Compensation.

9.13 A program of light duty shall be made available within the Fire Department for employees who have sustained disabling work-related injuries. The development of such light duty assignment shall conform to New Hampshire law. Variations to the work schedule necessary to accommodate the position's work restrictions may vary from the work schedule set forth in this Agreement. An injured employee who is judged to have a light duty capacity by the employee's treating physician shall be given a light duty assignment in the Fire Department which is consistent with any limitations imposed by the treating physician. Light duty assignments shall be temporary. Employees shall be paid in accordance with this Agreement for the performance of light duty.

9.14 Subject to the definitions and requirements provided in the City's Family Medical Leave Act (FMLA) Policy, an eligible employee may request and will be granted up to twelve (12) workweeks of unpaid family or medical leave during any rolling twelve (12) month period (looking backward) for one or more of the following events:

- The birth or first year care of a child;
- The placement of a child for adoption or foster care in the employee's home;
- The care of the employee's spouse, child or parent with a serious health condition; or
- The employee's serious health condition which renders the employee unable to perform the functions of the employee's position.

The employee must request leave by contacting the business office thirty (30) days in advance when the leave is foreseeable. If the leave is not foreseeable, the employee must provide as much notice as practicable. When permitted by law, the employee shall substitute accrued paid leave (including absences due to workers compensation injuries or illnesses) for unpaid FMLA leave.

The employee may elect to continue health insurance during the period of such leave, and, with some exceptions, is entitled to return to the same or equivalent position upon completion of the leave.

ARTICLE X SHIFT EXCHANGE:

10.1 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department with the approval of the Chief.

ARTICLE XI LONGEVITY PAY:

11.1 For Association members hired before July 1, 1993, the City shall pay, annually in the first full pay period in December, longevity to all Association members according to the following schedule:

5 completed years to 9 years	\$ 208.00
10 completed years to 14 years	\$ 416.00
15 completed years to 19 years	\$ 624.00
20 completed years to 24 years	\$ 832.00
25 completed years to 29 years	\$ 1,040.00

Association members hired after July 1, 1993 are not eligible to receive this benefit.

Employees who are eligible to receive longevity payments as set forth above, and who separate from service with the City for any reason prior to December shall receive a pro rata payment of the longevity payment due in December. For purposes of calculation, the longevity payment shall be based on a calendar year.

ARTICLE XII WORKING OUT OF CLASSIFICATION:

12.1 Any employee required to serve the capacity of a position which is compensated at a higher rate of pay for more than thirty (30) days shall be compensated at the rate of Lieutenants pay, provided that a higher position shall receive that higher rate of pay only after working in that position for thirty (30) days. Any employee required to serve in the capacity of a position which is compensated at a lower rate of pay shall receive the compensation for the permanent position that the employee actually holds.

ARTICLE XIII SENIORITY:

13.1 Seniority List: The City shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted thereafter on the Central Fire Station board for a period of not less than thirty (30) days, and a copy of same shall be mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Fire Chief within fourteen (14) days from the date such list is posted, or it will stand approved.

13.2 All new employees shall have no seniority rights and may be disciplined or discharged with or without cause and shall not be entitled to representation by the Union during their probationary period. All employees who have worked twelve (12) consecutive months and satisfactorily completed their probationary period shall be known as fulltime regular employees. Seniority shall commence on the first day of employment as a probationary employee on a full time basis.

ARTICLE XIV HOLIDAYS:

14.1 All full time employees shall be granted twelve holidays per year. Employees will be paid at straight time rates for the twelve (12) holidays. A holiday will consist of twelve hours. Holiday s will be as follows:

- | | |
|------------------------|--------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |

President's Day
Fast Day
Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

ARTICLE XV APPENDICES AND AMENDMENTS:

15.1 Reserved

ARTICLE XVI CLOTHING ALLOWANCE:

- 16.1 All protective clothing or protective devices required by employees in the performance of their duties shall be furnished with no cost to the employees by the Employer.
- 16.2 Each employee shall receive a clothing allowance of four hundred and fifty dollars (\$450.00) per year, payable on or before May 1st of each year. The clothing allowance will increase to five hundred dollars (\$500.00) payable in May 2009 and to five hundred and fifty dollars (\$550) payable in May 2010. Each Fire Fighter shall present the City with proof of purchase by way of adequate receipts as clothing is purchased. In the event that a Fire Fighter does not provide adequate receipts for the clothing allowance for one year, the remainder will be deducted from the following payment (year).
- 16.3 Each employee shall, in addition to the clothing allowance, receive reimbursement for clothing which is ruined in the line of duty, which shall be approved by the Fire Chief or the City Manager.
- 16.4 The City agrees to provide beds and bedspreads adequate enough to accommodate eight (8) firefighters.
- 16.5 Probationary Firefighters shall receive the clothing allowance of for the purchase of initial uniforms. Upon commencement of employment, the Firefighter shall purchase said uniforms accompanied by the Chief or the Chief's designee.

ARTICLE XVII INSURANCE:

- 17.1 Health Insurance. Eligible full time employees may participate in the Blue Cross/Blue Shield Blue Choice, Matthew Thornton or other equivalent plan currently provided for employees and their families. The City will pay a percentage of the individual, two person and family plans as outlined below:

Effective Date	Employee	Employer
City Council Approval	10%	90%

- 17.2 Effective upon City Council approval:

(A) The City will upgrade the dental insurance program with limited coverage for crowns, bridges and dependent orthodontics on the same terms as other City employees.

17.3 Article 17.2: Dental Insurance

Eligible full-time employees may participate in the Delta Dental Option IE or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for that individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.

ARTICLE XVIII OUTSIDE DETAILS/PRIVATE DUTY ASSIGNMENTS:

18.1 For "private duty" work assigned through the Fire Department, but not paid out of the Fire Department budget, the Department shall charge and the employee shall be paid his applicable overtime rate for a minimum of Three (3) hours.

18.2 Private duty assignments shall be offered in the first instance, when reasonable to do so, to full time Firefighters on a rotating basis in order of seniority.

ARTICLE XIX EDUCATIONAL INCENTIVES:

19.1 Firefighters shall be paid two hundred fifty dollars (\$250.00) per annum in addition to their regular salary if they have:

- A. Obtained an Associates Degree;
- B. Completed fifty percent (50%) of the requirements toward a Bachelor's Degree from an accredited college; or
- C. Whenever an employee obtains a certificate as a Career Fire Fighter (Firefighter 1A) paid at his own expense.
- D. In the event that an employee obtains a certificate as a Career Fire Fighter at the City's expense, the employee shall not be entitled to receive the incentive until eighteen (18) months after receipt of the certificate have elapsed.

Firefighters shall be paid six hundred twenty-five dollars (\$625.00) per annum in addition to their regular salary if they hold certification as Fire Fighter II (Firefighter 1A & 1B) or they have obtained a Bachelor's Degree from an accredited college.

A fire fighter who holds certification as a Fire Fighter III (Firefighter II) shall be paid nine hundred dollars (\$900.00) per annum in addition to their regular salary.

All educational degrees must relate to fire fighting and the foregoing education and certification incentives are not cumulative. These provisions regarding incentive payments for Career Fire Fighter, Fire Fighter II, and Fire Fighter III shall take effect July 1, 1985 and be paid on the first pay day in July and annually thereafter. Eligible employees with less than one (1) year of service on July 1, shall be paid one-twelfth (1/12) for each month of service.

Firefighters who earn and maintain an EMT-Basic shall be paid five hundred dollars (\$500.00) per annum in addition to their regular salary.

ARTICLE XX PROMOTIONS:

20.1 When a permanent vacancy occurs in any Officer's position, it shall be filled as soon as possible upon official severance of the vacating department member from the Fire Department. All vacancies must be posted at the Fire Station, any permanent employee with three (3) years seniority and otherwise eligible to take the appropriate test shall be given the opportunity to take such

tests. Individual's outside of the department will be interviewed, tested, etc. and chosen only if no current employee qualifies for the posted position under Department regulations and after testing. A promotion list will be valid for at least two (2) years. A new list does need to be established every two (2) years.

ARTICLE XXI PERSONNEL REDUCTION:

21.1 In case of reduction in Fire Department personnel probationary employees shall be terminated first (when the probationary employee with the least amount of time being the first laid off), followed by those employees with the least amount of seniority. Employees with the most seniority shall be re-hired pursuant to their seniority status and probationary personnel shall subsequently be re-hired according to the amount of time with the Department. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

21.2 Recall rights shall continue for three (3) years, and if the former employee is not recalled by then, the former employee will lose seniority and recall rights. If a former employee who is on lay-off is offered to be re-hired and fails to accept and return within fourteen (14) calendar days of written notification, the former employee shall lose all recall (re-hire) rights and seniority.

ARTICLE XXII MANAGEMENT RIGHTS:

22.1 The Union recognizes that there are functions, powers, authorities, and responsibilities exclusively vested in the Department's management, excluding those rights which are superseded by this Agreement, prominent among which are included the functions and authorities to introduce new or improved methods, machinery, or personnel; to establish standards of work to determine the extent to which the Department shall operate, to hire, transfer (only within the Department), retain, discharge, demote or promote employees and supervisors, to establish schedules of work, to assign work to employees and supervisors, to direct the working forces whenever it may deem advisable. There will be no demotion or termination of employment or other discipline without just cause.

ARTICLE XXIII GRIEVANCE PROCEDURES:

23.1 Either the City Manager or the President of the Union may request a meeting of the other to discuss matters of concern to that party. At least five (5) business days notice shall be given prior to such meeting. Such meeting shall not be construed as a circumvention or substitute for mandatory collective bargaining where appropriate.

23.2 Grievance or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

- Step 1. The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion no grievance exists, no further action is necessary.
- Step 2. If a grievance does exist, they shall, with the physical presence of the aggrieved employee, present the grievances to the Chief of the Fire Department for adjustment.
- Step 3. If within two (2) business days the grievance has not been settled, it shall then be submitted to the City Manager for adjustment.

Step 4. If within the five (5) business days the grievance has not been settled, it shall then be submitted to arbitration through the New Hampshire Public Employee Labor Relations Board. The party filing for arbitration shall request the Board to submit five (5) names of neutral arbitrators to the parties for their selection.

The Arbitrator shall have no authority to substitute his/her judgment for that of the City nor shall he/she have the authority to add to, take away or modify a provision of the contract. The Arbitrator shall be limited to interpreting the provisions of the contract only for the grievance presented. The findings of the Arbitrator shall be final and binding upon the Union and the Employer. The costs of arbitration shall be shared equally by both parties. Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

Either party may appeal the Arbitrator's award in accordance with RSA 542.

ARTICLE XXIV PARKING:

24.1 The Employer shall make every reasonable effort to provide, without cost, to employees on duty, adequate parking space adjacent to all Fire Department facilities, Fire Stations and work sites.

ARTICLE XXV LUNCH AND DINNER HOUR:

25.1 The Employer shall grant to employees one (1) hour for lunch which shall be held at the Fire Station unless otherwise provided for by the Chief. In the event that a Firefighter works two (2) consecutive shifts, the employee shall not be relieved for morning meals except when such relief would not decrease the number of personnel available to respond with the apparatus to below two (2) Firefighters. Every employee shall stay within Somersworth City limits and respond to any emergency call while relieved on morning meals. Every employee shall take protective clothing and a portable radio with them while on morning meals to respond from home.

ARTICLE XXVI VACATION:

26.1 Every employee shall be eligible for a vacation with pay after one (1) year of service with the employer in accordance with the following schedule:

After 1 year and through 5 years	8 days
Beginning the 6th year through the 7th year	10 days
Beginning the 8th year to the 11th year	12 days
Beginning the 12th year to the 14th year	13 days
Beginning the 14th year to the 16th year	14 days
Beginning the 16th year to the 18th year	15 days
Beginning the 18th year to the 20th year	16 days
Beginning the 21st year	17 days
Beginning the 22nd year	18 days
Beginning the 23rd year	19 days
Beginning the 24th year and on	20 days

26.2 Employees shall be allowed to select their own vacation tours each year. Requested vacation days may be prohibited when an emergency situation, as determined by the City Manager, is declared to exist. Personnel on vacation will be recalled only in the event of such an emergency and only if no other personnel are available to meet the emergency need.

26.3 Conflicts in requested days shall be resolved on the basis of seniority.

26.4 Personnel are prohibited from taking the following holidays and times for vacation or comp time unless coverage can be secured. No personnel shall be forced to work overtime for vacation or comp time for the holidays listed below:

Thanksgiving Day	07:00 to 07:00 the next day
Christmas Eve	18:00 to 07:00
Christmas Day	07:00 to 07:00 next day
New Year's Eve	18:00 to 07:00
New Year's Day	07:00 to 07:00 the next day

26.5 Requests for vacation shall be submitted at least twenty-four (24) hours in advance for approval by the Chief. Variations for unusual conditions may be granted for provisions of this subsection by the Chief.

ARTICLE XXVII: SPECIAL LEAVE:

27.1 Bereavement Leave.

A. Bereavement leave of three (3) working shifts with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of death of the employee's:

- | | |
|---------------|---------------|
| Spouse | Sister |
| Father | Brother |
| Mother | Child |
| Father in-law | Mother-in-law |

B. Bereavement leave of one (1) day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of the employee's:

- | | |
|-------------|-------------|
| Grandmother | Grandfather |
|-------------|-------------|

C. Employees on duty at the time of notification of a death of a relative enumerated above shall be promptly excused by the Officer on duty.

D. Under extenuating circumstances, one (1) additional shift with pay may be granted under the above sections, with the written approval of the Fire Chief or City Manager.

27.2 Special Leave.

A. Special leave, with pay, may be granted by the Chief of the Department on reimbursement basis as outlined in Department Regulations.

27.3 Military Leave.

The City observes the Uniformed Services Employment and Reemployment Rights Act (USERRA) by guaranteeing the rights of City employees called into military service, including members of the National Guard and Reserves, to return to their City positions without any loss of seniority, status, pay level or benefits levels. In addition, Any full-time employee who is on active reserve in any branch of the military service will be granted fifteen (15) days leave of absence per year without loss of pay provided the employee pays over the City of Somersworth all military pay earned as a result of the fifteen (15) days absence.

27.4 Jury Duty

If called for jury duty, the City will pay the difference between the employee's regular rate and the amount paid by the courts. Such payment will be made upon verification of court payment.

ARTICLE XXIII: SAVING CLAUSE

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

ARTICLE XXIX: LIFE INSURANCE

29.1 The Employer shall provide life insurance protection for every member of the bargaining unit to the extent it is provided for the other City Departments.

ARTICLE XXX: HOURS OF WORK

30.1 The hours of work shall consist of a forty-two (42) hour work week until the Agreement is further amended or replaced, as follows:

CHART AS AMENDED

	HOURS	1	2	3	4	5	6	7	8
11	07:00-18:00	A 1-2	A 1-2	B 3-4	B 3-4	C 5-6	C 5-6	D 7-8	D 7-8
13	18:00-07:00	D 7-8	D 7-8	A 1-2	A 1-2	B 3-4	B 3-4	C 5-6	C 5-6

Letters designate officers positions.
Numbers designate the Firefighters.

The above schedule shall start at 07:00, August 4, 1984 and remain in effect until the Agreement is further amended or a different "42 hour" schedule, acceptable to the employees, is agreed upon.

ARTICLE XXXI: WAGE SCHEDULE

Effective Date of City Council Approval

Title	Grade	Hire	1	2	3	4	5	6
Firefighter	17	\$17.43	\$18.11	\$18.82	\$19.64	\$20.41	\$21.21	\$21.63
Fire Officer	21	\$22.05	\$22.94	\$23.88	\$24.80	\$25.75	\$26.84	\$27.38

Effective date of City Council approval,, a new step 6 will be added to the step schedule that is two percent (2.0%) more than step 5. Eligible employees will move to step 6 on their employment anniversary date or promotion date. Eligible employees whose anniversary or promotion date occurred between July 1, 2011 and the date of Council approval will be granted the step increase effective as of the date of Council approval.

No payments will be made for any period prior to City Council approval. No payments will be made to persons not on the payroll in the bargaining unit on the date of City Council approval.

Firefighter step increases will be granted on the individual's employment anniversary date. Fire officer step increases will be granted on the officer's promotion anniversary date.

ARTICLE XXXII: LIABILITY INDEMNIFICATION

32.1 The Employer agrees that any employee may participate in the deferred annuity plan made available to the State of New Hampshire, at the employee's own individual option: provided that there is no requirement or burden placed on other employees in the Department or other City Employees to similarly participate in such plan.

ARTICLE XXXIII EFFECT OF AGREEMENT

33.1 This Agreement constitutes the entire Agreement and final resolution of all matters in dispute between the City 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.

33.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity agree set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any or the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

COPY

33.3 This Agreement contains all of the agreements and understanding between the parties and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

33.4 All appendices and amendments to this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE XXXIV: DURATION OF AGREEMENT

34.1 This Agreement shall be in effect as of date of City Council approval, and remain in full force and effect until June 30, 2012.

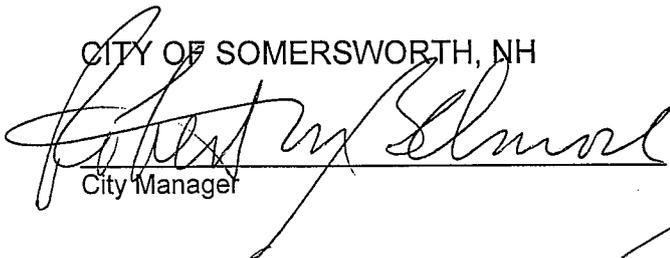
34.2 It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least one hundred twenty (120) days prior to the budget submission date that it desires to modify the Agreement. Budget submission date is March 15.

34.3 In the event that such notices are given, negotiations shall begin within thirty (30) days of the notification date. At the end of sixty (60) days of negotiations, any unresolved issues shall be submitted to arbitration, unless mutually agreed otherwise.

IN WITNESS WHEREFORE, THE PARTIES HERETO CAUSED THESE PRESENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS AND UNION REPRESENTATIVES THIS 24 DAY OF OCTOBER, 2011

CITY OF SOMERSWORTH, NH

LOCAL #2320, IAFF


City Manager

