

*Agreement between
The*

TOWN OF LONDONDERRY, NH

And The

***PROFESSIONAL FIREFIGHTERS
OF LONDONDERRY
IAFF – LOCAL 3160***

July 1, 2007 – June 30, 2011.

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	1
ARTICLE II	PURPOSE	1
ARTICLE III	RECOGNITION.....	1
ARTICLE IV	EXCLUSIONS	1
ARTICLE V	NON DISCRIMINATION	2
ARTICLE VI	MANAGEMENT RIGHTS.....	2
ARTICLE VII	SAVINGS CLAUSE	3
ARTICLE VIII	UNION BUSINESS	3
ARTICLE IX	DISCIPLINE AND TERMINATION FOR CAUSE	4
ARTICLE X	CONSULTATION	5
ARTICLE XI	GRIEVANCE PROCEDURE	5
ARTICLE XII	NO STRIKE	6
ARTICLE XIII	SENIORITY	6
ARTICLE XIV	HOLIDAY RATE OF PAY	7
ARTICLE XV	CLOTHING ALLOWANCE.....	8
ARTICLE XVI	SICK LEAVE/FAMILY LEAVE.....	8
ARTICLE XVII	VACATIONS	10
ARTICLE XVIII	INSURANCE BENEFITS.....	13
ARTICLE XIX	MILITARY LEAVE.....	15
ARTICLE XX	JURY DUTY.....	15
ARTICLE XXI	PAYROLL DEDUCTION OF DUES.....	15
ARTICLE XXII	WAGES AND HOURS.....	16
ARTICLE XXIII	OVERTIME	17
ARTICLE XXIV	LAYOFF/RECALL	18
ARTICLE XXV	HIGHER LEVEL PAY.....	19
ARTICLE XXVI	EDUCATIONAL INCENTIVE PAY	20
ARTICLE XXVII	LONGEVITY	21
ARTICLE XXVIII	SWAP POLICY.....	21
ARTICLE XXIX	OUTSIDE WORK DETAIL.....	22

TABLE OF CONTENTS (continued)

ARTICLE XXX	BEREAVEMENT LEAVE	22
ARTICLE XXXI	PERSONAL LEAVE	22
ARTICLE XXXII	PARAMEDIC CERTIFICATIONS	23
ARTICLE XXXIII	TRAINING	23
ARTICLE XXXIV	MAINTENANCE OF MEMBERSHIP	23
ARTICLE XXXV	HOLDOVER	23
ARTICLE XXXVI	PROMOTIONS	24
ARTICLE XXXVII	ASSIGNED STATIONS	25
ARTICLE XXXVIII	EMPLOYEE TRANSFERS	25
ARTICLE XXXIX	TEMPORARY ASSIGNMENT	25
ARTICLE XL	EFFECT OF AGREEMENT	27
ARTICLE XLI	DURATION OF THIS AGREEMENT	27
APPENDIX A	PAY SCALE - FY08	28
APPENDIX A-1	PAY SCALE - FY09	29

ARTICLE I AGREEMENT

This agreement is entered into on this _____ day of _____, 2008 between the Professional Firefighters of Londonderry, Local 3160, IAFF, (hereinafter the Union) and the Town of Londonderry, New Hampshire (hereinafter the Town).

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

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

- Firefighter
- Firefighter/Paramedic
- Lieutenant
- Lieutenant/Paramedic
- Telecommunications Operator
- Fire Inspector

NOTE: The term employees as used herein refers to members of this unit as listed above.

NOTE: Reference to Firefighter or Lieutenant in any provision of this Agreement is also applicable to Firefighter/Paramedic and Lieutenant/Paramedic respectively. Reference to Firefighter/Paramedic in any provision of this agreement is applicable exclusively to members with paramedic certification at the respective level.

ARTICLE IV EXCLUSIONS

The agreement excludes the current or future ranks of:

- Chief
- Deputy Chief
- Captain
- Administrative Assistant

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 (PELRB) 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, marital status, sexual orientation, disability 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 negotiation with the Union and without being subjected 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, except as outlined in ARTICLE XXXVI PROMOTIONS, hiring criteria, standards for work, and to hire, promote, assign, retain employees in positions and to suspend, discharge or take other disciplinary actions against any 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, subject to other Articles of this Agreement.
 - 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 by 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, except for Firefighting services and emergency services.
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 rights are specifically required to be exercised in accordance with a specified procedure as specified in this Agreement, grievances alleging a failure to comply with such procedure will be subject to Article XI - Grievance Procedure 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

If any provisions of this Agreement or the application 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, the remaining parts or portions of this Agreement shall remain in full force and effect.

Unless in conflict with the terms of this agreement, all policies, rules and practices of the Town of Londonderry and the Fire Department, as determined by the Fire Chief shall not be grievable.

ARTICLE VIII UNION BUSINESS

1. Two (2) Union representatives shall be granted time to attend Union functions, including, attendance at conventions which are:
 - A. International Association of Firefighters' Convention: biennially
 - B. Professional Fire Fighters of New Hampshire Convention, biennially
 - C. Professional Fire Fighters of New Hampshire Bi-Monthly Meetings.
2. Fifteen (15) days notice in writing is required as a pre-requisite to qualification for pay for any Union convention.
3. A grievant and one (1) Union representative are each allowed one and one half (1 1/2) hour without loss of pay (if either or both are on duty) during duty hours, to process a grievance through each step of the grievance procedure.
4. All personnel shall have such additional rights, if any are granted them under the New Hampshire Revised Statutes Annotated (RSAs).
5. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at the 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 agrees that membership meetings of the Local may be held at the Fire Department Central Station as long as the practical application of the paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief. As long as the practical application does not hinder the normal operations of the Fire Department, as determined at the sole discretion of the Fire Chief, personnel assigned to Engine 1 shall be allowed to attend said Union meetings where votes of significance shall occur. The Union shall request said attendance of Engine 1 at least twenty-four (24) hours in advance and in the event approval is granted, Engine 1's said attendance will last no longer than one (1) hour; all requests shall be made to the Fire 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 his designee 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.

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.
 - A. Just cause shall include, but not be limited to, the following:
 - 1 Medically diagnosed incapacity to perform assigned duties;
 - 2 Incompetence;
 - 3 Behavior incompatible with effective conduct of duty;
 - 4 Behavior detrimental to the Town, or
 - 5 Failure to carry out assigned duties
 - B. Disciplinary action will normally be taken in the following order:
 - 1 Verbal Warning - a conversation between an employee and supervisor which informs an employee of an infraction.
 - 2 Counseling Statement - a written warning, this shall stay in an employee's personnel file.
 - 3 Written Warning - A written warning, which shall stay in an employees personnel file.
 - 4 Suspension - with or without pay.
 - 5 Discharge

NOTE: However, the above sequence need not be followed if an infraction is sufficiently serious to merit immediate suspension or discharge.

 - C. All written warnings, suspensions, and discharge notices shall be in written form and must identify the reasons for the action and shall be signed by the employee as an acknowledgment of the action only. The employee and the Union will receive a copy of such warnings and notices.
 - D. Employees may examine their own individual personnel file at reasonable times under the direct supervision of the employer.
 - E. Nothing herein shall serve to deprive an employee of his rights under the law.
 - F. All newly hired or promoted employees are subject to a probationary period of twelve (12) months. The Town Manager may discharge a newly hired employee in the probationary period without cause and the employee shall not have recourse to the grievance procedure.

ARTICLE X CONSULTATION

1. Representatives of the Union may meet with the Chief or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement.
2. A written agenda shall be submitted by the Union to the Chief no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chief or his designee, additional matters for discussion may be placed on the agenda provided that the Union has two (2) days notification as to the nature of the added items.
3. Nothing herein shall prevent the Chief or his designee and the Union from meeting on a less frequent basis by mutual agreement.
4. Nothing herein shall prevent the Union from consulting with the Chief or his designee 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 as provided for in Article VI - Management Rights.
 - A. 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 a grievance.
 - B. 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 grievant has sought an informal adjustment of the grievance.
2. Procedure:
 - A. Step One: The written grievance outlined above will be submitted to the Chief within ten (10) days of denial by the immediate supervisor. The Chief will meet with the employee or President (if a union issue) within five (5) days after receipt of the written grievance and will give a written reply to the employee within ten (10) days thereafter.
 - B. Step Two: If the employee or President (if a union issue) is not satisfied with the Chief's decision, he/she may file, within five (5) days following the Chief's decision, a written appeal with the Town Manager who shall hold an informal hearing with both the affected employee and the Chief within five (5) working days of the receipt of the appeal, and provide a written decision within ten (10) working days.
 - C. Step Three: If the employee or President (if a union issue) is not satisfied with the decision of the Town Manager, the Union may file within ten (10) days following receipt of the decision of the Town

Manager, a request for arbitration to the Public Employee Labor Relation Board (PERLB) under its rules and regulations. The decision of the PELRB or its arbitrator shall be final and binding on the parties.

3. The cost of arbitration shall be born equally by the Town and the Local.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of either party to abide by the time limits set forth in this Article shall be considered a forfeit and the grievance shall be considered settled in favor of the other party unless mutually agreed upon.
6. Multiple grievances may, by mutual agreement between the parties, be consolidated for hearing by the same Arbitrator.
7. Unless otherwise specified, times indicated in this Article refer to non-holiday weekdays, working days" shall be Monday through Friday.

ARTICLE XII NO STRIKE

1. The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage against the Londonderry Fire Department.
2. 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

I. Definition:

- A. Seniority for full time employees covered by this Agreement shall be defined as the period of full time employment with the Town.
- B. In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.
- C. Employees transferring from other Town Departments shall retain seniority for benefit purposes but not for lay off, recall, vacation and Kelly Day scheduling.

2. Seniority Lists:

- A. Within thirty (30) days after the signing of this Agreement and by January 1st of each year thereafter, the lists of full time employees covered under this Agreement, arranged in order of their seniority, shall be posted in a conspicuous place at each station and a copy furnished to the Union. Claims for corrections to such list must be made in writing to the Chief or his designee within ten (10) working days after such posting, and, after such time, the list will be regarded as correct.

- B. If, during the period between postings, any changes occur that affect the seniority status, a new and revised list shall be posted as soon as possible.
3. Loss of Seniority - Seniority shall be broken only by:
- A. Discharge;
 - B. Voluntary Quit;
 - C. Unauthorized leave of absence;
 - D. Overstaying an authorized leave of absent.
4. Any employee who is absent because of proven illness or injury shall maintain his seniority for a period of twelve (12) months, after which said employee's seniority shall be broken.
5. An employee injured in the line of duty shall lose his seniority after an eighteen (18) month absence.
6. In cases of demotion, service within rank will be "bridged" if the demotion occurs within one (1) year from the date of promotion. Service in the higher rank is not to be counted as service in the lower rank; however, previous service in the lower rank is retained for the one (1) year period and service will be considered as continuous in the lower rank minus the time served in the higher rank.

ARTICLE XIV HOLIDAY RATE OF PAY

1. Employees shall receive the following thirteen (13) paid holidays:
- | | | |
|------------------------|-----------------------------------|------------------------------------|
| President's Day | Columbus Day | Christmas Day |
| Fourth Monday of April | Veterans Day | New Year's Day |
| Memorial Day | Thanksgiving | One-half day New Year's
Eve Day |
| Independence Day | Day after Thanksgiving | |
| Labor Day | One-half day Christmas
Eve Day | |
2. For the Agreement year July 1, 2007 - June 30, 2008, those employees assigned a twenty-four (24) hour shift shall be paid twelve (12) hours [six (6) hours for Christmas Eve and for New Year's Eve Day] per holiday whether or not they work the holiday. Effective July 1, 2008, those employees assigned a twenty-four (24) hour shift shall be paid nine (9) hours [four and one-half (4.5) hours for Christmas Eve and for New Year's Eve Day] per holiday whether or not they work the holiday. Those employees assigned an eight (8) hour shift shall be paid eight (8) hours [four (4) hours for Christmas Eve and for New Year's Eve Day] per holiday whether or not they work the holiday. These payments are in addition to any other wage payments - including overtime - required under this agreement.
3. Employees shall forfeit holiday pay in the event the employee is absent without authorization on the holiday.

ARTICLE XV CLOTHING ALLOWANCE

1. The Town will provide the initial uniform issue to all employees within the unit. The required uniform shall be specified by the Chief. A list of approved clothing shall be listed in the Department's Administrative policies (see attached).
2. Each fiscal year the sum of Five Hundred Dollars (\$500) will be provided, on account, for each uniformed member of the unit for the purpose of replacing damaged, worn, and unserviceable clothing. Other items deemed necessary to perform the job may be purchased with the clothing allowance subject to approval by the Chief.
3. The Town shall provide the following protective clothing to each Firefighter and Lieutenant.
 - * One protective Hood
 - * One turnout coat with liner
 - * Two pairs of protective gloves
 - * One pair wool mittens with liner
 - * Self rescue rope & bag
 - * One firefighting helmet with face shield
 - * Turnout pant and suspenders
 - * One pair of leather firefighting boots
 - * SCBA mask & regulator
4. All initial and replacement protective clothing purchased and issued by the Town and referenced in Section 3 of this Article shall meet with current NFPA standards.

ARTICLE XVI SICK LEAVE/FAMILY LEAVE

1. Employees working an average forty-eight hour (48) work week shall be entitled to sick leave at the rate of one hundred fourteen (114) hours per year.

Employees working an average forty-two (42) hour workweek shall be entitled to sick leave at the rate of 100 hours per year. The Fire Inspector and the Telecommunications Operators shall accrue sick time at a rate of one day per month or 96 hours per year. Except as provided below, sick leave shall accumulate at the aforementioned rate, up to a maximum of one thousand two hundred (1,200) hours. Members of the bargaining unit on the Town's payroll as of July 1, 1994 shall be exempt from the sick leave maximum

- A. At the time of voluntary termination of employment or layoff, an employee shall be entitled to receive compensation up to the following amounts, providing those hours are available in the employee's account:

<u>Years of Service</u>	<u>Compensation (Hours)</u>
1-5	91
6-10	136
11-15	271
16-19	362
20+	400

- B. In the event termination of employment is the result of the employee's death, his/her beneficiary shall be entitled to receive compensation as above.
2. Sick Leave:
 - A. Sick leave shall begin to accrue as of the first working day of the month after the employee enters the service of the Town.
 - B. Employees on sick leave compensation may not do part time or full time work for another department or employer.
 - C. Either evidence of treatment by a physician or an examination by a doctor of the Towns choosing may be required by the Chief. If an examination is required due to the Chiefs request, the Town will pay for the examination.
 3. Sick leave will be accumulated if not used during the year granted. Sick leave will not be allowed for any day on which an employee would not have otherwise worked.
 4. Sick leave will be granted, at the discretion of the Chief, to employees under the following conditions:
 - A. When they are incapacitated for the performance of their duties by sickness or injury;
 - B. When, through exposure to contagious disease, the presence of the employee in the work site would jeopardize the health of others;
 - C. In the case of immediate family of employees, the employee may be granted sick leave with pay not to exceed five (5) working days within a year. For purposes of this section, immediate family shall be: husband, wife, child, or parent of either employee or employee's spouse.
 5. The Chief may, as a general rule, grant sick leave with pay to employees for health reasons other than above, such as appointments with physicians, dentists, out-patient services and similar care that may help in reducing the absences of the employee.
 6. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Chief, be applied to absence without pay.
 7. If an employee has no sick leave credits, an absence shall be charged at the discretion of the Chief to leave without pay, to absence without pay, or contractual leave. If the latter is used, the employee must first approve of its use.
 8. An employee whose service is terminated shall not be entitled to compensation for sick leave not taken.
 9. Employees who are re-employed following an absence of not more than one (1) year shall be credited with their sick leave unused as of their termination date, providing that the absence was due to:
 - A. Illness of the employee and not because of illness of the immediate family;
 - B. Dismissal through no fault or delinquency attributable solely to such employee; or

- C. Injury while in the service of the Town in line of duty and for which the employee would be entitled to receive Workers' Compensation Benefits.
10. Sick leave abuse shall constitute grounds for disciplinary action.
11. An employee injured in the performance of his/her duties shall receive full Workers' Compensation Benefits in accordance with New Hampshire State Statute as currently in effect or as amended and shall be permitted to use accrued contractual leave to supplement worker's compensation benefits up to 100% of the employee's base wage.
12. Any non-work related accident or illness in excess of fifteen (15) consecutive calendar days shall be covered under Short Term Disability. However, an employee may elect to use accrued contractual leave to offset the Town's insurance to maintain his/her full wages during the term of the disability until all such accrued contractual leave has been exhausted.

ARTICLE XVII VACATIONS

1. The purpose of vacation leave is to provide an employee the opportunity for a break in their annual work schedules.
2. Employees shall earn vacation leave in accordance with the length of employment with the Town as established in Article XIII.
3. Vacation eligibility shall begin to accrue from the first day of the month following employment. Those employees working a 48 hour work week shall accrue vacation based on the following schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>
Date of hire through 72 months	10 hours/month
73 rd month through 144 th month	16 hours/month
145 th month through separation	20 hours/month

Vacation eligibility shall begin to accrue from the first day of the month following employment. Those employees working a 42 hour work week shall accrue vacation based on the following schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>
Date of hire through 72 months	8 hours/month
73 rd month through 144 th month	14 hours/month
145 th month through separation	18 hours/month

For those employees working a 40 hour work week vacation accrual shall be based on the following schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>
Date of hire through 72 months	6.66 hours/month
73 rd month through 144 th month	10 hours/month
145 th month through separation	13.33 hours/month

4. Vacation shall be accrued from the first working day of the month following employment. New hires may not utilize accrued vacation until completing six (6) months of employment.
5. When an employee is on leave without pay for fifteen (15) or more cumulative days in any year, a pro-rata deduction from vacation leave will be made from the employee's accrued, but unused, vacation time.
6. Vacation credit earned after returning to work from an unpaid leave of absence will not be used to offset the days used as a leave of absence. However, unpaid leaves of absence of more than fifteen (15) days will not count in calculations of earned vacation time.
7. Except for the Telecommunications Operators and Fire Inspector, vacation shall be selected in two rounds:
 - A. The first round of the selection process shall begin with the first shift an employee works in the first week of the month of December for the following calendar year.
 1. At this time, employees on each shift, in order of seniority, shall choose his/her vacation and schedule it with his/her supervisor.
 2. Employees may select no more than five (5) (selections or days) of vacation during the first round.
 3. The employee must complete his/her selection within seventy two (72) hours. An employee's failure to schedule his/her vacation within the specified time limit will result in loss of turn and placement of last in the first selection process.
 4. Employees may take vacation leave in half shift increments.
 5. Four members of the Union may select the same shift for vacation as long as coverage can be found.
 - B. The second round of the selection process shall begin when the last first round selection on each shift has been made.
 1. At this time, employees, in order of seniority, may elect to schedule their remaining vacation shifts.
 2. Each employee must complete his/her selection within seventy two (72) hours. An employee's failure to schedule vacation within the specified time limit will result in loss of turn and placement of last in the second round selection process.

- C. Upon completion of the second round of vacation selection, employees may schedule vacation shifts regardless of seniority. Such selections shall require twenty four (24) hour notification to the shift supervisor.
 - D. Scheduling of all vacation is subject to approval by the Chief and is not grievable.
 - E. For the Telecommunications Operators, scheduling of vacation is subject to approval by the Chief and is not grievable.
 - F. If a vacation selection or day becomes available, it shall be filled by seniority.
8. Vacation credits shall accrue to an employee while on a leave-with-pay status or a Worker's Compensation compensable accident.
9. Upon separation from employment, an employee shall receive 100% of any unused vacation accrual.
10. Employees who are re-employed following an absence of no more than one year shall be credited with their vacation status at the termination of their previous service, providing that the absence was due to:
- A. Illness of the employee and not cause of illness of the immediate family;
 - B. Dismissal through no fault or delinquency attributable solely to such employer; or
 - C. Injury while in the service to the Town in line of duty and for which the employee would be entitled to receive Worker's Compensation Benefits.
11. Upon the death of an employee who is eligible for vacation, any unused vacation accrual shall be paid in the following order of precedence:
- A. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the retirement system or group insurance plan;
 - B. If there is no such designated beneficiary, to the estate of the deceased.
12. Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time, the excess accrual shall be forfeited.
13. Notwithstanding all of the above language of ARTICLE XVII, approval or disapproval of vacation shall not in any way be based upon the approval or disapproval of vacation or other leave involving Captains of the Department.
14. An employee eligible to carry over vacation days may opt for payment of up to two shift (2)/ 48 hours of vacation time on his/her anniversary date.
15. With Department Head, or designee, approval, an employee may take vacation accrued in advance of the schedule provided in paragraph 3.

ARTICLE XVIII INSURANCE BENEFITS

1. Health Insurance

FOR THE AGREEMENT YEAR JULY 1, 2007 – JUNE 30, 2008:

A. For regular full time employees on roll effective July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty-five percent (85%) of the premium for the Blue Choice Plan with Rider for single, two person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan One with Rider, the employee will pay the additional premium cost over and above the fifteen percent (15%) cost share of the Blue Choice Plan.

For regular full-time employees hired after July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at seventy-five percent (75%) of the plan premium for single, two-person or family coverage, except in the event an employee opts for a plan with more comprehensive coverage than Blue Choice, the employee will pay the additional premium cost over and above the twenty-five percent (25%) cost share of the Blue Choice Plan.

All employee premium cost sharing contributions shall be on a weekly or bi-weekly basis and shall be on a pre-tax basis.

B. Employees on roll effective July 1, 2004, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy shall receive 50% of the cost of Blue Choice premium for single, two (2) person or family coverage as applicable adjusted for 15% cost share. Satisfactory evidence must be provided annually during the period June 1 - June 30. Employees opting for this provision shall not be eligible to participate in coverage as provide in Section 1a above for the one year period July 1 through June 30 applicable to execution of this option.

Regular full-time employees hired after July 1, 2004 shall receive 50% of the single person premium cost (adjusted for cost share based on 1. above) of the plan in which the employee was enrolled, or otherwise would have been enrolled, up to a maximum of \$2,500.00.

Either payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

EFFECTIVE JULY 1, 2008:

A.1 The Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty percent (80%) of the premium for Blue Choice Plan with Rider for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan with Rider, the employee will pay the additional premium cost over and above the twenty percent (20%) cost share of the Blue Choice Plan.

All employee premium cost sharing contributions shall be on a weekly or bi-weekly basis and shall be on a pre-tax basis.

B.1 Employees on roll effective July 1, 2004, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy; participating in insurance "buyout" shall be compensated the following amounts per annum:

<u>YEAR</u>	<u>Family Plan</u>	<u>2 Person Plan</u>	<u>Single Plan</u>
Beginning July 1, 2008	\$6,244.00	\$4,235.00	\$2,500.00
Beginning July 1, 2009	\$5,744.00	\$2,736.00	\$2,500.00
Beginning July 1, 2010	\$4,244.00	\$2,500.00	\$2,500.00

Regular full time employees after July 1, 2004, employees on roll July 1, 2004 and opting for "buyout" for the first time, and employees who change from "buyout" status and later opt for resumption of "buyout" shall upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy shall receive \$2,500. The insurance "buyout" payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

C. Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan which provides provisions relative to Sections A; A.1; B; B.1; above, as well as Health Care and Dependent Care options with a health insurance "buy-out" as provided in Section B.1 of this Article.

- Life and Disability provided through the Local Government Center HealthTrust in an amount equivalent to a bargaining unit member's annual salary, with benefits for dismemberment and loss of sight and non-occupational disability benefits of sixty-six and two-thirds percent (66 2/3%) of an employee's weekly salary up to a maximum of five hundred fifty dollars (\$550.00) per week for a maximum of twenty-six (26) weeks. The disability benefit does not begin until the end of fifteen (15) calendar days of a non-occupational disability.
- Liability Insurance - the Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his or her employment from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of (1) negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property and (2) any act or omission constituting a violation of the civil rights of any person under federal law if such act or omission was not committed with malice. The Town, or its insurance carrier, shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.
- Dental Benefits - the Town agrees to pay one hundred percent (100%) of the monthly premium costs of a dental plan for eligible employees and their dependents with a twenty-five dollar (\$25.00) deductible of the so-called Delta Dental Plan which is known as Option III of the Local Government Center HealthTrust Pool for employees covered by this Agreement with the following coverages:

- Coverage A - 100% Payment
- Coverage B - 80% Payment
- Coverage C - 50% Payment

There will be a twenty-five dollars (\$25.00) deductible for each coverage with a maximum total payment of one thousand dollars (\$1,000.00) per person per contract year for all coverages.

5. Retirement - the Town shall, on behalf of bargaining unit members, continue to pay its share of the cost of participation in the New Hampshire Retirement System.
6. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth in sections 1 and 4 above from a different source(s) provided the benefits are comparable with the benefits presently provided.
7. Effective July 1, 2008, the Town shall provide, at no expense to employees, long term disability insurance covering non-work related accidents or illness to commence in the twenty sixth (26th) week of such accident or illness at sixty six and two thirds percent (66 2/3%) of the employee's basic monthly earnings, up to a maximum of \$6,000 per month.

ARTICLE XIX MILITARY LEAVE

1. Military leave of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty other than the routine annual training period. Permanent employees ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall be allowed two (2) weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
2. Military leave for annual training periods shall be granted with pay. Earned vacation shall not be charged for such training periods. The Town shall pay the difference, if any, between the military pay received and the Town pay.

ARTICLE XX JURY DUTY

1. Employees selected for jury duty with any court shall be paid straight time earnings less jury duty pay, including reimbursement for the actual period of jury duty service.
2. Earned vacation shall not be charged for such service.

ARTICLE XXI PAYROLL DEDUCTION OF DUES

1. Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union Dues as certified to the Town by the Treasurer of the Union
2. Said deductions shall be made each pay period provided, however, that if any employee has no check coming to him or if the check is not large enough to satisfy the deduction, then and only in that event, no collection shall be made from said employee for that pay period.

3. The Town shall send the amount to be deducted at least one time per month to the Treasurer of the Union.
4. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.
5. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.
6. Probationary employees who are serving their initial probation periods may have Union dues deducted if requested on authorization forms provided by the Union and the Union informs the probationer in writing, with a copy to the department, that such probationer is not covered under the Union agreement except for those articles which do in effect cover them and is not represented by the Union under the grievance procedure in the event of disciplinary action or termination of employment during the probationary period.
7. Effective upon the date of ratification of this Agreement any present or future member of the bargaining unit who is not a member of the Union shall pay the Union a fair share amount proportionate to the cost of the collective bargaining process, contract administration and pursuing matters effecting wages, hours and other conditions of employment.

ARTICLE XXII WAGES AND HOURS

1. Effective July 1, 2007, the schedule of wages shall be in accordance with Appendix A.
2. Cost of Living increases shall be as follows:
 - A. Effective July 1, 2007, Fire Inspector shall receive a retroactive 3.1% cost of living increase as reflected in Appendix A.
 - B. Effective July 1, 2008 and July 1, 2009, Fire Inspector and Telecommunication Operators of the bargaining unit shall receive a cost of living adjustment based on the Boston Area CPI-U as of December 31, 2008 for the respective prior year end average as published by the US DOL Bureau of Labor Statistics. In no event shall the CPI increase be less than 3 (3.0) or more than 4 and 1/2 (4.5) percent. Appendix A.1 shall be adjusted annually to reflect said increases.
 - C. Effective July 1, 2010, all members of the bargaining unit shall receive a cost of living adjustment based on the Boston Area CPI-U December 31, 2009 year end average as published by the US DOL Bureau of Labor Statistics. In no event shall the CPI increase be less than 3 (3.0) or more than 4 and 1/2 (4.5) percent. Appendix A.1 shall be adjusted to reflect said increase.
3. Effective July 1, 2008, the Telecommunication Operator wage schedule shall be as provided in Appendix A.1 at the same step level attained prior to July 1, 2007.
4. Effective July 1, 2008, the Fire Lieutenant and Firefighter wage schedule shall be provided in Appendix A-1. Employees shall be placed on the new schedule at the same step level attained prior to July 1, 2007. Fire Lieutenants and Firefighters shall work an average of forty-two (42) hours per week on a 24-hour shift schedule as determined by the Chief. Telecommunication Operators shall work an average of

forty (40) hours per week on the basis of four (4) days ON and two (2) days OFF. Telecommunications Operators shall be assigned to eight (8) hour shifts, commencing 7:00 AM to 3:00 PM; commencing 3:00 PM to 11:00 PM; or commencing 11:00 PM to 7:00 AM. The Fire Inspector shall work a forty (40) hour work week, as approved by the Fire Chief; normal work hours shall be consecutive days worked and consecutive days off.

5. If at the date of the expiration of this agreement, the Town and the Union have not concluded a successor agreement; as of July 1, 2011, the salary scale and steps shall remain the same as of June 30, 2011.
6. Shift Differential:
 - A. The Telecommunications Operators required to work on second shift shall receive a shift differential of \$0.50.
 - B. The Telecommunications Operators required to work on third shift shall receive a shift differential of \$1.00.
7. Bargaining unit members assigned the following additional duties shall be compensated additional yearly sums as follows:

Hazardous Materials Coordinator - \$500
Geographical Information Coordinator - \$500
Child Safety Seat Coordinator - \$250
Assistant EMS Coordinator - \$750
Wellness Coordinator - \$250
EMS Coordinator - \$750
Small Equipment Coordinator - \$500
Vehicle Maintenance Coordinator - \$750
Radio Maintenance Coordinator - \$750
Call Firefighter Coordinator - \$250
Community Relations Coordinator - \$500 *

* Effective July 1, 2008

8. In the event of a vacancy of one of these positions, the position shall be posted for two weeks in each station. All interested parties shall submit a letter of interest and a resume to the Chief. The Chief shall select the candidate for the position.

ARTICLE XXIII OVERTIME

1. Employees shall be paid overtime at the rate of 1.5 times the regular hourly rate for all time worked in excess of the normal regular shift. The term "regular hourly rate" shall be calculated as defined by the Fair Labor Standards Act and relevant regulations and case law.

2. The extension of a regular shift beyond the normal relief time shall be for emergencies only. In this event, every effort will be made to relieve the held over employee as soon as possible, if the employees in this circumstance so desire.
3. Part-time employees shall not be used until all full time members have turned down the overtime offer.
4. Telecommunication Operators shall not work more than sixteen (16) hours consecutively.
5. Those employees called back to work (tone or coverage) shall be paid a minimum of one (1) hour of overtime or two (2) hours if called back to work (tone or coverage) between the hours of 12:00 a.m. and 6:00 a.m.
6. Overtime Administration
 - A. The assignment and distribution of overtime for members of the bargaining unit shall be made in accordance with the methods set forth in this agreement.
 - B. Four (4) overtime lists will be established. One list will incorporate all Firefighters One list shall incorporate all Lieutenants. One list will incorporate all Paramedics. One list will incorporate all Telecommunication Operators. Each overtime list shall be established by departmental seniority with the most senior employee being listed at the top of the list and the least senior employee being at the bottom. Overtime will be offered to the employee with the least amount of hours first; if this employee refuses the overtime then the employee with the next lowest hours shall be contacted. In the event that 2 or more employee's have the same amount of hours than the senior employee shall be offered first.
 - C. Overtime will be filled by the Officer in Charge (OIC) or his/her designee who will then contact the employee by phone at their residence. If the employee is not reached at the residence, a message will be left if possible with the person who answered or on an answering machine. The employee will have 1 hour to call back. If the employee has a phone pager, the OIC will page the employee thus giving that employee 30 minutes to call back. If there is no response at that time, the OIC will move on the next eligible employee. Overtime positions with less than 24 hours notice to fill, an employee will have five (5) minutes to call back prior to moving to the next eligible employee.
 - D. All Firefighter overtime created by the absence of a Firefighter position shall be offered to all full time Firefighters prior to the utilization of Lieutenants or Captains. All Lieutenant overtime created by the absence of a Lieutenant shall be offered to a full time Lieutenants prior to the utilization of Captains or Firefighters. All Paramedic overtime created by the absence of a Paramedic shall be offered to all Paramedics prior to the utilization of Firefighters, Lieutenants or Captains. All Telecommunication Operator overtime shall be offered to all full time Telecommunication Operators first, then to qualified Local 3160 bargaining unit members; then to any qualified full time department employees; then part-time Telecommunication Operators.

ARTICLE XXIV LAYOFF/RECALL

1. In the event of a layoff within the bargaining unit, the Town agrees to provide at least four (4) weeks notice (or full pay in lieu of) to the affected employee(s).

2. The Town further agrees that the least amount of seniority in the classification where the surplus is declared shall be laid off first; except that when a surplus is declared in the classification of Lieutenant, said Lieutenant(s) may replace a junior firefighter such that the junior firefighter(s) shall be laid off.
3. The Town agrees that prior to hiring any new employees within the bargaining unit; any bargaining unit employees laid off within two years shall be offered the position and placed in the position if qualified.
4. The Town agrees to recall employees in reverse order of layoff (that is last out, first in) until all current hiring needs of the Fire Department are fulfilled.
5. The Town agrees to make every reasonable effort to locate the address of laid off employees in carrying out its obligations under this Article.
6. If, after reasonable search and inquiry, the Town cannot locate the employee to be recalled, or if such employee fails to respond to the Town's properly addressed notice of recall within five (5) days, the Town shall recall the employee next eligible for recall under this article.

ARTICLE XXV HIGHER LEVEL PAY

1. Both parties hereby agree and acknowledge that determination of staffing levels is a Management Right established by administrative policy and is non-grievable. For the purposes of administering this Article XXV and Article XXIII, Overtime Administration, the following process shall be used:
 - A. Current administrative policy strives to schedule 10 positions per shift, with the following positions: Captain (1); Lieutenant (2); Paramedics (2); Firefighters (5). This Administrative Policy and Manning are non-negotiable as Management Rights and are non-grievable.
 - B. To fill vacancies, the Fire Chief is authorized to move certified full time department members between all stations to meet the needs of the Department.
 - C. Once all transfers are completed with certified full time department members, the Town will fill remaining vacancies pursuant to the Overtime Administration provisions, Article XXIII.
 - D. Should, upon completion of filling vacancies, no Lieutenants remain in the outlying stations (North or South); the senior Firefighter on shift at that station will receive Higher Level Pay for that shift.
 - E. Whenever Firefighters are filling in for Lieutenants, the Firefighters shall be paid, for all time so working a differential of \$1.67 per hour.
2. Whenever Lieutenants are filling in for Captains, the Lieutenants shall be paid, for all time so working a differential of \$2.08 per hour.
 - A. Any overtime worked during this period shall be compensated at time and one half (1 ½) based on the rate of pay indicated in the preceding paragraphs.

3. It is agreed and understood that the establishment of the administrative policy as set out above is a non-grievable management right; i.e., the Town may alter or abandon the policy without recourse available to the Union through the grievance process. However it is agreed and understood that while this administrative policy is in place, the failure of the Town to abide by its requirements, as set out above, may subject the Town to the grievance process; i.e., for example, while the administrative policy is in place, the Town neglects to pay a FF in accordance with paragraph 1.d, the grievance process is available to the Union and/or aggrieved FF.
4. It is agreed that in the event the administrative policy as set out above is altered or abandoned by the Town, the Town will provide notice to the Union and the provisions of Article XXV and XXIII as effective in the predecessor collective bargaining agreement will become effective and part of this contract by this reference.

ARTICLE XXVI EDUCATIONAL INCENTIVE PAY

1. Firefighters and Lieutenants on roll prior to January 1, 2006 will receive educational incentive pay as follows:

Firefighter Level I or 1A/1B	\$100 Annually	Fire Service Instructor	\$200 Annually
Career Level/C2F2	\$100 Annually	Basic EMT	\$750 Annually
Firefighter-Level II	\$200 Annually	EMT-1	\$250 Annually
Firefighter - Level III	\$300 Annually	Haz-Mat Tech *	\$300 Annually
Driver/Pump Operator	\$200 Annually	Company Officer I & II	\$500 Annually

* Effective July 1, 2008

2. A. Firefighters and Lieutenants hired after January 1, 2006 will not receive educational incentives for the following:

Firefighter Level I or 1A/B
 Firefighter Level II
 Firefighter Career or C2F2
 EMT - Basic

- B. Firefighters and Lieutenants hired after January 1, 2006 will receive educational incentives for the following:

Firefighter - Level III	\$300 Annually	Fire Service Instructor	\$200 Annually
Driver/Pump Operator	\$200 Annually	EMT-1	\$250 Annually
Haz-Mat Tech *	\$300 Annually	Company Officer I & II	\$500 Annually

* Effective July 1, 2008

Note: However, Firefighters promoted to the position of Lieutenant will not lose their educational incentives as a result of the promotion.

3. The Town will pay educational incentive to Telecommunications Operators as follows:

Firefighter 1A & 1B	\$100 Annually
Basic EMT	\$500 Annually
Emergency Medical Dispatching	\$250 Annually
State Certified Dispatcher	\$250 Annually

Note: In section one (1), all educational incentives are cumulative as identified with the job title of Firefighters and Lieutenant.

Note: In section three (3), all educational incentives are cumulative as identified with the job title of Telecommunications Operator.

4. The Town will pay educational incentives to the Fire Inspector as follows:

Firefighter Level I or 1A & 1B	\$100 Annually
Basic EMT	\$750 Annually
Fire Inspector I	\$250 Annually
Fire Inspector II *	\$500 Annually

* Effective July 1, 2008

5. In addition, unit members who have obtained an Associate's Degree shall receive an additional payment of \$250 annually, and for a Bachelor's Degree, a payment of \$500 annually. It is understood that with regards to Associate's and Bachelor's Degrees, there is no requirement for a specific major. These degrees are not cumulative. Whereas, if an employee has an Associate's Degree and a Bachelor's Degree, then the employee will receive payment for the Bachelor's Degree only.

ARTICLE XXVII LONGEVITY

1. Employees completing six (6) years of service from their date of hire are eligible for the following longevity pay:

6 Years	\$550 Annually
10 Years	\$750 Annually
15 Years	\$1,200 Annually
20 Years	\$1,700 Annually

ARTICLE XXVIII SWAP POLICY

1. Employees may be granted special leave with pay (swap) for a tour of duty or any part thereof for which he/she is able to secure another employee to work in his/her place, provided:

- A. Such substitution does not impose any additional cost to the Town;
- B. Such substitution is within classification, and doesn't impair the operational efficiency of the department.
- C. All swaps must be approved by the Chief or his designee.

ARTICLE XXIX OUTSIDE WORK DETAIL

1. Payment for outside work details shall be at a rate equivalent to one and one half times the hourly rate, based on base salary, for a top step Firefighter/Medic.
2. Swapping of details is not permitted.
3. One detail list will be established January 1st at 00:00 each year by departmental seniority with the most senior employee being listed at the top of the list and the least senior employee being at the bottom. Overtime will be offered to the employee with the least amount of hours first; if this employee refuses the overtime then the employee with the next lowest hours shall be contacted. In the event that two (2) or more employees have the same amount of hours then the senior employee shall be offered first.
4. Outside work details will be filled by the Officer in Charge (OIC) or his/her designee who will then contact the employee by phone at their residence. If the employee is not reached at the residence, a message will be left if possible with the person who answered or on an answering machine. The employee will have 1hr to call back. If the employee has a phone pager, the OIC will page the employee thus giving that employee 1hr to call back. If there is no response at that time, the OIC will move onto the next eligible employee. Details with less than 24 hours notice to fill, an employee will have five (5) minutes to call back prior to moving to the next eligible employee.

ARTICLE XXX BEREAVEMENT LEAVE

1. Special leave of three (3) shifts with pay shall be granted to an employee in the event of the death of a:

Spouse	Father	Mother	Sister	Brother
Child	Step Father	Step Mother	Step Sister	Step Brother
Step Child	Father in Law	Mother in Law		

or any other relative domiciled in the employee's household.

2. Special leave of one (1) shift with pay, for the purpose of attending the funeral shall be granted to an employee in the event of the death of a:

Grandchild	Grandmother	Grandfather	Brother in Law
Sister in Law	Aunt	Uncle	

ARTICLE XXXI PERSONAL LEAVE

1. Employees shall be granted one (1) personal day per year (one shift per year) under the following conditions:
 - A. Employees must give twenty four (24) hours notice which notice may be waived at the discretion of the Chief; and;
 - B. Unlimited members can take personal leave by seniority as long as coverage can be found.

- C. Personal days will not be taken on holidays.
- D. May be taken in 12 hour increments.

ARTICLE XXXII PARAMEDIC CERTIFICATIONS

- 1. In the event a paramedic certification is lost or forfeited, the affected employee, upon reasonable notice to the employer, will revert to either his/her Firefighter or Lieutenant rank with no loss of seniority or benefits including step position on the salary scale (See Appendix A). In the event a Firefighter or Lieutenant gains a paramedic certification he/she will be placed at the same step level in the appropriate paramedic salary scale (i.e., a step 5 Firefighter who gains a paramedic certification shall be placed at step 5 in the Firefighter/Medic scale).

ARTICLE XXXIII TRAINING

- 1. The Town agrees to pay all educational and/or training costs associated with maintaining all levels of EMT certification and EMD certification (EMD for Telecommunications Operators only).
- 2. The Town further agrees to provide coverage of those members on duty to attend required training (i.e., in service training at hospitals), and to pay the off duty members time and one half (1 1/2) their respective rate to attend the training.
- 3. All courses are subject to approval by the Fire Chief.

ARTICLE XXXIV MAINTENANCE OF MEMBERSHIP

- 1. An employee who joins the Union after the signing of this Agreement shall remain a member of the Union as a condition of continued employment during the term of this Agreement.
- 2. No employee will be allowed to join the Union until the completion of his/her probation period.
- 3. Any employee who chooses not to join the Union must 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 described in Article XXI of this agreement.

ARTICLE XXXV HOLDOVER

- 1. An annual list for the purpose of tallying mandatory overtime hours accumulated per member shall be maintained by management and be posted in a common area of Central Station.
- 2. In the event that a member is required to be held over, selection of the member to be held over shall be determined by the following criteria:
 - A. All on-duty members shall be considered regardless of what station they are working at.

- B. The member with the least number of mandatory overtime hours.
 - C. In the event of a tie, the member with the least seniority shall be selected for hold-over.
3. Management shall continue to work diligently to find coverage for this shift.
4. In no way shall this article prevent members from attempting to work out a solution among themselves. If another on-duty member opts to stay for the member selected for hold-over, then the member staying shall have the hours worked applied to their mandatory overtime tally.

ARTICLE XXXVI PROMOTIONS

1. Promotion to Lieutenant will be accomplished by the following process:
- A. A written examination which shall be weighed as 50% of the total score.
 - B. An oral board or assessment center equal to 40% of the total score.
 - C. A maximum of 10% of the total score shall be accorded for longevity, based on time-in-service as a full-time firefighter with the Town of Londonderry.
 - D. Candidates failing to achieve a minimum score of 70% on either the written or oral are eliminated from the promotional process.
 - E. The Fire Chief shall choose one or more candidates, depending on the number of positions available, from among the top three candidates for recommendation to the Town Manager for appointment. If more than three positions need to be filled from one eligibility list, none of the top three candidates can be passed over for promotion. Once all of the top three candidates have been promoted, the process moves on to the next three candidates according to their placement on the eligibility list.
 - F. Any eligible for promotion list shall be valid for one year from the date that the promotional list was posted.
2. Promotion to Fire Inspector will be accomplished by the following process:
- A. An oral board or assessment center;
 - B. Candidates failing to achieve a minimum of 70% on the oral board or assessment center are eliminated from the promotional process;
 - C. The Fire Chief shall choose one or more candidates, depending on the number of positions available, from among the top three candidates for recommendation to the Town Manager for appointment. If more than three positions need to be filled from one eligibility list, none of the top three candidates can be passed over for promotion. Once all of the top three candidates have been promoted, the process moves on to the next three candidates according to their placement on the eligibility list;
 - D. Anyone eligible for promotion list shall be considered a valid candidate for one year following completion of the testing process;
 - E. Should a position be available, and no unit members apply, or achieve the 70% minimum passing score on the oral board, the Town reserves the right to advertise and fill the position from outside the unit;

- F. The Town will assume the cost for continuing education and certification requirements;
- G. If the successful candidate is a firefighter or lieutenant they shall retain their Group II eligibility as a firefighter.

ARTICLE XXXVII ASSIGNED STATIONS

- 1. Employees shall be granted assigned stations as long as it doesn't interfere with the operation of the department as determined at the sole discretion of the Chief, which shall not be grievable.
- 2. Stations shall be selected by seniority
- 3. Employee shall give two-month notice to change station assignment and shall only be allowed to change once in any fiscal year.
- 4. This Article shall not interfere with Article XXV.

ARTICLE XXXVIII EMPLOYEE TRANSFERS

The Town has the right to transfer an employee from one shift to another, but will provide two (2) weeks notice, unless deemed an emergency by the Fire Chief or his designee.

ARTICLE XXXIX TEMPORARY ASSIGNMENT

- 1. Temporary Positions. From time to time, the Town may deem it necessary to fill positions within the fire department on a temporary basis. In filling temporary positions, the Town will adhere to the following process:
 - A. Union bargaining unit members will only be offered or assigned to temporary positions that are within the Fire Department.
 - B. Union bargaining unit members assigned to temporary positions shall remain members of the Union bargaining unit throughout the temporary assignment.
 - C. Except as specifically agreed upon by the Union and the Town, the wages, benefits and other terms and conditions of employment for Union bargaining unit members on temporary assignment shall be in accordance with the collective bargaining agreement in effect at the time. The unit member will retain and continue to accrue seniority and other benefits in accordance with the collective bargaining agreement between the Town and the Union.
 - D. If the Town decides to offer or assign a temporary position within the Fire Department to Union bargaining unit members, written notice of the offer/assignment shall be posted and forwarded to the Union President. The posting shall last for not less than thirty (30) calendar days. The posting shall include a description of the position, the anticipated length of the assignment, the work hours, and the wages and benefits for the temporary position

- E. Selection Process: If the Town decides to offer or assign a temporary position to a Union bargaining unit employee, it shall use the following selection process:
- 1 Temporary positions shall only be offered or assigned to employees with the necessary qualifications.
 - 2 Union bargaining unit employees will not be offered or assigned temporary positions outside of their classification for purposes of the New Hampshire Retirement System.
 - 3 If a current promotion list exists for the temporary position (for example, a captain promotion list), the temporary position shall be offered first to the person at the top of the list. If not accepted by the person at the top of the promotion list, it shall be offered to the other individuals, in descending order, on the list until someone accepts the interim position. If no one voluntarily accepts the position, the Town may assign the position to the individual at the bottom of the promotion list.
 - 4 If there is no current promotion list, the Town shall offer the position to the individual at the top of the applicable seniority list. If not accepted by the person at the top of the applicable seniority list, it shall be offered to the other individuals on the list, in descending order, until someone accepts the temporary position. If no one voluntarily accepts the position, the Town may assign the position to the individual at the bottom of the applicable seniority list.
 - 5 No individual temporary assignment may last longer than 180 calendar days. If the temporary position will exist for longer than 180 days, the Town shall again follow the procedures described in sections 3 and 4, above, to select an individual for the assignment. If using the applicable list, no individual volunteers for the assignment, and the individual who has filled the interim assignment is willing to continue in that capacity, they may be so assigned for a maximum of an additional 180 calendar days.
 - 6 Union bargaining unit employees offered or assigned to temporary positions will be compensated at the higher of the rate of pay in their regular assignment or the temporary position rate. Compensation for lieutenants on interim assignment as captains shall be in accordance with Article XXV of the parties' collective bargaining agreement.
 - 7 Employees offered or assigned to interim positions shall work the hours and work schedules of the temporary position and shall otherwise perform all of the duties and responsibilities of the assignment.
 - 8 The individual on temporary assignment will be considered to be in the classification of his acting capacity. Overtime will be administered according to Article XXIII. Swaps will be administered pursuant to Article XXVIII. However, an individual on temporary assignment may fulfill preexisting swap responsibilities incurred prior to the temporary assignments.
 - 9 At the end of a temporary position assignment, the employee shall return to the position held prior to the assignment.
 - 10 This agreement is not intended to interfere with the rights of members of other bargaining units. It shall be the responsibility of the Town to reconcile this agreement with the provisions of its other collective bargaining obligations. The Town shall indemnify and hold the Union harmless in this regard.

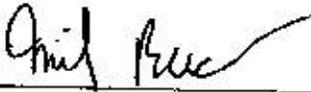
ARTICLE XI EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement between the Town and the Union arrived at as a result of collective bargaining except any amendments hereafter agreed to, reduced to writing, and signed by the parties.
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 Town and the Union, for the life of this Agreement, each voluntarily and without qualification, waives the right to raise issues not covered by this Agreement, except as outlined in Paragraph 1 of this Article.

ARTICLE XII DURATION OF THIS AGREEMENT

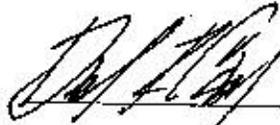
This Agreement shall be in full force and effect from July 1, 2007 through June 30, 2011.

FOR THE UNION



IAFF, Local 3160
By its duly authorized President

FOR THE TOWN OF LONDONDERRY



Town Manager
Town of Londonderry, NH

APPENDIX A

PAY SCALES
EFFECTIVE 7.1.07

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FIREFIGHTER	15.55 \$38,813.71	16.53 \$41,255.54	17.51 \$43,697.38	18.48 \$46,139.20	19.47 \$48,609.43	20.44 \$51,034.23
FF/MEDICS	17.05 \$42,561.64	18.13 \$45,259.00	19.22 \$47,984.77	20.31 \$50,682.14	21.39 \$53,407.90	22.47 \$56,076.88
LIEUTENANT	20.59 \$51,391.97	21.37 \$53,765.49	22.17 \$55,338.65	22.96 \$57,326.18	23.76 \$59,313.71	24.56 \$61,301.26
LT/MEDICS	22.56 \$56,304.03	23.45 \$58,518.71	24.33 \$60,733.39	25.21 \$62,919.68	26.10 \$65,162.75	26.99 \$67,377.44
TEL/OPS	15.39 \$32,013.51	16.08 \$33,456.83	16.79 \$34,923.83	17.50 \$36,390.81	18.20 \$37,857.81	18.89 \$39,301.23
FIRE INSPECTOR *	20.32 \$42,275.89	21.91 \$45,569.16	23.41 \$48,691.67	24.92 \$51,838.58	26.42 \$54,961.09	27.92 \$58,083.60

** Includes 7/01/07 COLA*

1. There shall be no step movement for the agreement year July 1, 2007 - June 30, 2008.

APPENDIX A-1

**PAY SCALES EFFECTIVE 7.1.08
(PRIOR TO COLA ADJUSTMENTS)**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FIREFIGHTER	17.77 \$38,813.71	18.89 \$41,255.54	20.01 \$43,697.38	21.13 \$46,139.20	22.26 \$48,609.43	23.37 \$51,034.23
FF/MEDICS	19.49 \$42,561.64	20.72 \$45,259.00	21.97 \$47,984.77	23.21 \$50,682.14	24.45 \$53,407.90	25.68 \$56,076.88
LIEUTENANT	23.53 \$51,391.97	24.62 \$53,765.49	25.34 \$55,338.65	26.25 \$57,326.18	27.16 \$59,313.71	28.07 \$61,301.26
LT/MEDICS	25.78 \$56,304.03	26.79 \$58,518.71	27.81 \$60,733.39	28.81 \$62,919.68	29.84 \$65,162.75	30.85 \$67,377.44
TEL/OPS	17.00 \$35,360.00	17.67 \$36,753.60	18.34 \$38,147.20	19.01 \$39,540.80	19.68 \$40,934.40	20.39 \$42,411.20
FIRE INSPECTOR	20.32 \$42,275.89	21.91 \$45,569.16	23.41 \$48,691.67	24.92 \$51,838.58	26.42 \$54,961.09	27.92 \$58,083.60

1. Effective July 1, 2008, eligible employees shall resume their annual step movements based on the employee's step level attained prior to July 1, 2007. Step increases shall be granted on their anniversary date of employment and no employee shall be eligible for more than one step movement per year. For employees hired on or after July 1, 2008, movement through the salary scale is based upon, for Step 1 to Step 2, successful completion of one year's service from date of hire and thereafter, employees move up one step each successive anniversary date of employment.