WORKING AGREEMENT

BETWEEN

THE BOARD OF FIRE COMMISSIONERS OF

THE CITY OF PORTSMOUTH

AND

THE PORTSMOUTH PROFESSIONAL FIRE OFFICERS ASSOCIATION

July 1, 2008— June 30, 2014

WORKING AGREEMENT

The Portsmouth Board of Fire Commissioners (hereinafter referred to as the Commission) and the Portsmouth Professional Fire Officers Association (hereinafter referred to as the Association), in order to maintain the existing harmonious relationship between the Fire Chief who is Chief Executive Officer of the Fire Department and its employees as delegated by the Commission, and their employees, join in this Agreement to promote the morale, equal rights, well-being and security of the Association, the Fire Chief representing the Commission and the Association, hereby agree as follows:

SECTION I
RECOGNITION

A. Association personnel covered by this agreement are Shift Lieutenants and Shift Captains of the Portsmouth Fire Department (hereinafter referred to as the Fire Department).

B. Whenever the Fire Department or the Commission re-employ personnel, employs new employees, such individuals, provided they are Fire Department company officers, shall become members of the Association within eight (8) days after completion of probation period or pay a service fee as set forth below.

   1. Employees in this bargaining unit shall be notified in writing by the Association that each member shall have the opportunity to withdraw from membership for a fifteen day period from July 1 to July 15. Each individual notice of withdrawal of membership shall be in writing postmarked during notice period.

   2. Nothing in this provision, however, shall diminish the withdrawing member's financial obligation to make payment of a service fee to the Association in the amount set by the Association, not to exceed an amount equal to the cost of the Association's Collective Bargaining service and contract administration. The Association shall inform the City from time to time of the amount of such service fees.

   3. Any deduction made by the City pursuant to 1 and 2 shall be authorized by each employee in writing.

C. The following position classifications are in the bargaining unit.

   Shift Captain
   Shift Lieutenant

D. The Commission hereby recognizes that the Association as the sole exclusive representative of the permanent, full-time Shift Captains and Shift Lieutenants of the Fire Department for the purpose of bargaining with respect to wages, hours of work and working conditions, and the Association unreservedly accepts and recognizes the necessity of the Fire Department to operate within its budget as set by the City Charter as

amended. The parties agree that any references to Captains and Lieutenants in this Agreement shall mean Shift Captains or Shift Lieutenants, respectively.

E. The Commission agrees for itself and any of its authorized agents that it will not bargain with any individual covered by this Collective Bargaining Agreement on matters pertaining to wages, hours of work, working conditions, transfers or promotions.

F. The Association agrees that no member of the Bargaining Unit will bargain with the Commission or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions.

SECTION II
EMPLOYMENT AND TERMINATION

A. All Bargaining Unit members covered by this agreement shall have a check-off of their Association dues upon signed authorization of the member.

B. All appointments in the bargaining unit will be made for a working test period of three months subject to close review as to his/her competency to carry out his/her assignments. The Commission may, upon request of the Fire Chief, extend this working test period to a maximum of an additional three months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether the person shall be given regular status. Fire Lieutenants shall work a minimum six-month probation period. The Fire Chief, with the approval of the Commission may extend the probation for an additional six months, for just cause.

C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.

D. All new Captain or Lieutenant vacancies shall be posted on the bulletin boards in advance for a period of ten (10) working days prior to the filling of the position.

1. Written evaluations, initiated by the Fire Chief or individual member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.

2. Each bargaining unit member shall be entitled to access to his/her personnel file.

3. In the event that the Fire Chief or his representative removes materials from a bargaining unit member's file, a dated notation shall be placed in the file by the person or persons removing the material.

4. No information contained in the files of bargaining unit member will be released to outside persons or agencies without prior approval of the member, except for verifying employment, duration of employment, or salary. Each bargaining unit member during normal working hours, shall have the right of reviewing or duplicating materials in his/her file.

5. Although the Commission agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file which is not available for his/her inspection.

E. When bidding on a new job (via promotion or transfer), the permanent full time employee shall have a trial period of three months in which he/she may request to be reinstated in his/her previous position.

F. Bargaining unit members separated from the service through no fault of their own will be placed on a re-employment list in inverse order of the lay-off. Bargaining unit personnel who are re-hired shall retain their seniority.

G. The Commission agrees that it will not discriminate against, intimidate, or coerce Association members in the exercise of their rights to bargain collectively through the Association because of his/her membership their or his/her activities on behalf of the bargaining unit.

H. A bargaining unit member shall not forfeit seniority during absence caused by:

1. Illness resulting in total temporary disability due to his/her regular work with the Fire Department, certified by an affidavit from the Worker's Compensation Carrier.

2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three months.

I. If a bargaining unit member leaves the service of the Fire Department in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION III
SENIORITY

A. On or about January of each year, the Fire Chief shall provide to PPFOA a seniority list for the bargaining unit. Seniority shall be determined by date and time of promotion to any rank within the bargaining unit for employees who have completed their probationary period. If two employees are promoted on the same date, the order in which the employees are promoted will determine seniority.

B. In the event of reduction in force ("RIF"), the officer with the least seniority (that is years of service as a Fire Officer as set forth in Paragraph A above) will be the first to be laid off so long as the remaining officers are qualified to perform the available work.

C. In the event of a RIF which results in the layoff of one or more officers, said officers will have the following rights:

1. Said officers shall have first right to fill any vacancy within the Department, if qualified;

2. Said officers shall have the first right to be recalled to vacancies with the bargaining unit which shall continue for three years so long as the officer remains qualified to fill the vacancy; and

3. Said officers shall be given priority for other vacancies which occur within the Department so long as they are qualified to fill the vacancy and no other employee has recall rights to the position. Said preference shall remain in effect for three years.

D. In the event of layoff, the employee so laid off shall be responsible for informing the Department of his/her current address and shall be given two weeks notice of recall mailed via certified mail to his/her last known address and during that two weeks the employee must notify the Department in writing of his/her intention to return to work. In the event that the employee fails to make himself available for work within thirty days from notification, he or she shall lose recall rights under this Agreement.

E. The Commission shall provide at least two weeks notice or pay in lieu thereof, to any employee who is to be laid off during a reduction in force.

F. A bargaining unit member shall not forfeit seniority during absence caused by:

1. Illness resulting in total temporary disability due to his/her regular work with the Fire Department, certified by an affidavit from the Worker's Compensation Carrier.

2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to be a physician's affidavit every three months.

G. If a bargaining unit member leaves the service of the Fire Department in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION IV
LEAVE OF ABSENCE

A. Bargaining unit members shall be entitled to the following leaves of absence:

1. Leave may be granted to bargaining unit members for the purpose of attending conferences, committees or meetings; of the like without loss of salary or benefits subject to the approval of the Fire Chief. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.

2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave; shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Whenever possible, twenty-four hours notice shall be given and the leave must be approved by the Department Head prior to use. Personal days must be taken in one-half or full day shift increments.

3. Bereavement leave; may be granted up to five (5) calendar days for each death of a member of their immediate family. Immediate family shall be defined as follows: spouse, child (including adopted children and stepchildren), parent (including parent by adoption), brother, sister, grandparent, grandchild, aunt, uncle and only the following in-laws — the grandmother, grandfather, mother, father, brother or sister of the employee's current spouse.

4. Paid leave juror or witness service; will be granted for the period of time he/she is unable to return to work. A copy of all or any subpoena along with any monies received from this service (other than personal expenses, such as travel) shall be transmitted to the City Comptroller.

5. All bargaining unit members agree to attend up to four meetings as directed by the Fire Chief. There will be no compensation for said meetings. Each meeting will not exceed four (4) hours in length.

B. Leave Without Pay
Written leaves of absence without pay may be granted by the Commission as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation insurance coverage on each employee covered by this agreement.

2. In case of accidental personal injury to any employee covered by this agreement arising out of and in the course of his/her employment, the City shall adjust the employee's pay so that he/she nets the same amount as accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payment by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks. It is understood that an employee receiving Supplemental Worker's Comp pay under this section who is released for Temporary Alternate Duty by his/her doctor and who is offered appropriate temporary alternate duty by the Department, and who refuses to perform the work shall not receive any Supplemental Worker's Comp pay under this section.

3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V paragraph A, then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Fire Chief.

D. Military Leave of Absence

Any bargaining unit member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who engages in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave and shall not exceed fourteen (14) working days per calendar year.

SECTION V
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE

A. 1. Bargaining unit members shall be paid the following salary increase:

Salaries for July 1, 2008 – August 31, 2013

Lieutenant (10% over average top step Firefighter)

Step A: $52,564
Step B: $54,489
Step C: $57,784

Captain (5.71% over Lieutenant)
Step D: $61,085
Step E: $63,527
Step F: $66,069

Effective September 1, 2013, employee's wages will be adjusted by the 10 year rolling COLA average of 2.24%.
Lieutenant:

Lieutenant

Step A: $53,741
Step B: $55,709
Step C: $59,079

Captain

Step D: $62,453
Step E: $64,950
Step F: $67,548

Effective February 18, 2014, the wage schedule will be reconfigured to include the following two categories: EMT Basic (Base rate of compensation); EMT-Intermediate/Advanced EMT (3% above the base rate of compensation). This will eliminate the current EMT-stipend. Paramedics will continue to receive an additional 5% stipend.

Lieutenant EMT Basic	Lieutenant EMT-Intermediate/Advanced EMT
Step A: $53,741	Step A: $55,354
Step B: $55,709	Step B: $57,381
Step C: $59,079	Step C: $60,851

Captain EMT Basic	Captain EMT-Intermediate/Advanced EMT
Step D: $62,453	Step D: $64,327
Step E: $64,950	Step E: $66,899
Step F: $67,548	Step F: $69,575

Effective March 1, 2014, employee's wages will be adjusted by the 10 year rolling COLA average of 2.24%.

Lieutenant EMT Basic	Lieutenant EMT-Intermediate/Advanced EMT
Step A: $54,945	Step A: $56,594
Step B: $56,957	Step B: $58,666
Step C: $60,402	Step C: $62, 214

Captain EMT Basic	Captain EMT-Intermediate/Advanced EMT
Step D: $63, 852	Step D: $65,768
Step E: $66,405	Step E: $68,397
Step F: $69,062	Step F: $71,133

Lieutenants shall start at Step A and move to Step B after completion of twelve (12) months; they shall move to Step C after an additional 12 months Lieutenants promoted to Captain shall start at Step D and be moved to Step E after twelve (12) months; they shall move to Step F after an additional twelve (12) months. Upon initial appointment to the rank, Lieutnants and Captains shall serve a six (6) month probationary period.

After completing a total of fourteen (14) years of service in the ranks of Lieutenant and/or Captain in the Portsmouth Fire Department, the officer shall be eligible for the Master's classification, which shall be three and one-half percent (3.5%) higher than the step on the salary scale that the officer currently holds.

COLA Adjustment

Effective September 1, 2013 and March 1, 2014, a COLA Adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the annual increase in the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the CPI-U for the Boston SMSA calendar year 2003 (Nov. 2002-Nov. 2003) is 1.5% the applicable COLA Adjustment on July, 2004 would be 2%; if it is 3.5% the applicable COLA Adjustment would be 3.5%; if it is 5.5% the applicable COLA Adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the six year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014 that no further COLA Adjustments after March 1, 2014 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA Adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2014.

B. Any bargaining unit member working more than his work week as set forth in section VI A shall be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.

C. All members of the Fire Department shall be subject to recall for emergencies at the discretion of the Chief of the Department or his assistant and the members of Unions shall be

paid the rate of pay equal to one and one-half (1 1/2) times their usual hourly rate for all hours worked under such emergency conditions. In the event that a firefighter covered by this Agreement works less than four (4) hours in response to such emergency, he/she shall be paid for four (4) hours at such overtime rate. Effective February 18, 2014, fire officers who works less than two (2) hours in response to an emergency, he/she shall be paid for two (2) hours at such overtime rate. Call-back pay will not be compounded, pyramided or added to compensation for any purpose.

An employee who is recalled for non-emergency reasons after hours shall be paid a minimum of four (4) hours a one and one-half (11/2) times their rate of pay providing that if such employee's regular duty commences within for four (4) hour block, he/she will be paid at the overtime rate for only the time before regular duty. Once on regular duty, his/her normal rate of pay shall apply. Effective February 18, 2014, fire officers who works less than two (2) hours in response to an emergency, he/she shall be paid for two (2) hours at such overtime rate. Call-back pay will not be compounded, pyramided or added to compensation for any purpose.

D. An bargaining unit member promoted to a position which has a higher maximum hourly rate shall receive a pay raise for one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the salary plan, thereafter, based upon the date of promotion.

E. All general increases shall be additional to the step increases to which the employees are entitled.

F.

1. Effective July 1, 2004 the employee's cost will be seventeen percent (17%) of the premium and the City will pay eighty-three percent (83%). Effective July 1, 2005 the employee's cost will be eighteen percent (18%) of the premium and the City will pay eighty-two percent (82%). On July 1 of 2004, 2005, 2006, and 2007, the dollar amount of the increase in the health insurance premium paid by any Lieutenant shall not exceed the dollar increase generated by the COLA adjustment at Step 5 of the Firefighters' wage scale and by any Captain shall not exceed the dollar increase generated by the COLA adjustment at Step 6 of the Firefighters' wage scale. If this agreement expires on June 30, 2008 without a successor agreement in place, the employees' contribution to the health insurance premium shall be the same percentage as applied during 2007-08. For example, if an employee contributed 18% or $2000 to his/her health insurance premium in 2007-08 and this agreement expires on June 30, 2008 without a successor agreement in place, the employee's contribution starting on July 1, 2008 shall be 18% regardless of the dollar amount and regardless of any limitations relative to step 2 of the wage scale that were applicable during the term of this agreement.

2. Effective March 1, 2014, the City will pay up to a maximum of 84.5% of the premium of the cost of a Matthew Thornton Plan. If an employee chooses to enroll in BlueChoice or Comp 100, the City will pay only 84.5% of the Matthew Thornton Premium towards the higher premium plans.

3. Each fire officer shall have the option of choosing between Blue Cross/Blue Shield Comp 100 with a Managed Care rider, Blue Choice One, or Matthew Thorton. Firefighters covered under one of the three plans may choose to switch between plans prior to the start of each plan year which is July 1. Firefighters wishing to switch plans shall provide notice on appropriate forms for filing with the Trust by April 1 prior to the proposed effective date of the switch on July 1. The City may as its option provide equal and comparable coverage to Blue Cross/Blue Shield Comp 100 with a Managed Care Rider,Blue Choice or Matthew Thornton plans. In lieu of the above, the City shall, at the discretion of said employee, pay an equivalent amount of money to whatever other hospitalization plan of insurance said employee indicated in writing. New employees will be eligible for health insurance under these provisions on the first of the month after the first day of work.

4. Local #4039 will serve on the City-wide committee to study health insurance options.

5. SchoolCare will be added as a coverage option if the unit in its entirety, decides to make a change in coverage.

Health Insurance: Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement - such plan would only become effective if ratified by the Association, approved by the Fire Commission and approved by the City Council.

F.2. The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is reached. No additional employees shall receive such stipends. Further the City will not provide Health and/or Dental Coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.

G. Longevity Bonus: In December following five (5) years of municipal service, an employee shall become entitled to an annual bonus. The bonus shall be paid in accordance with the following schedule:

Longevity Step	July 1, 2008 – June 30, 2014 Bonus
0 through 4 years of service	$ 0
5 years of completed service	$144.73
6 years of completed service	$178.12
7 years of completed service	$211.52
8 years of completed service	$244.92
9 years of completed service	$278.32
10 years of completed service	$311.72
11 years of completed service	$345.11
12 years of completed service	$378.51
13 years of completed service	$411.91
14 years of completed service	$445.31
15 years of completed service	$478.71

16 years of completed service	$512.11
17 years of completed service	$545.50
18 years of completed service	$578.90
19 years of completed service	$612.30
20 years of completed service	$645.70
21 years of completed service	$667.96
22 years of completed service	$779.29
23 years of completed service	$890.62
24 years of completed service	$1,001.95
25 years of completed service	$1,113.27
26 years of completed service	$1,224.60 effective. Dec 2014
27 years of completed service	$1,335.93 effective Dec 2014
28 years of completed service	$1,447.26 effective Dec 2014
29 years of completed service	$1,558.59 effective Dec 2014
30 years of completed service	$1,669.92 effective Dec 2014

The next regularly scheduled longevity payment after February 18, 2014, will be increased consistent with the COLA increases to wages referenced in Section V.

The next regularly scheduled longevity payment after February 18, 2014, for eligible employees will include additional years added for years 26, 27, 28, 29 and 30. A "catch-up" payment will be made when the next longevity payment is due to put employees on their proper step on the schedule.

H. The City shall undertake to defend and pay any judgment issued against an employee covered by this agreement arising out of an act or omission of the employee for personal injury, including death or damage to property while the employee was engaged in the performance of his duties.

I. DENTAL INSURANCE: The City shall enroll bargaining unit members in the Delta Dental Plan II for the individual, two person, or family coverage or equal and comparable coverage to plan Delta Dental II.

J. LIFE INSURANCE: Within sixty (60) days after this Agreement is approved, the City shall provide a group life insurance policy for eligible members of the bargaining unit in the amount of the employee's annual base salary, in accordance with the conditions set forth in the insurance policy.

K. LONG TERM DISABILITY: Within sixty (60) days after this Agreement is approved, the City shall obtain disability Income Insurance for eligible members of the bargaining unit equal to 66 2/3% of the base monthly salary not to exceed five thousand dollars ($5,000) per month. Said insurance shall be effective after the 61st day of disability. Said insurance shall continue as long as the member remains disabled or until age sixty-five and shall be coordinated with Social Security.

SECTION VI
ANNUAL LEAVE

A. Bargaining unit members shall be paid for actual time worked, all approved leaves and all approved holidays.

B. Bargaining unit members shall receive paid annual leave as follows after completing one (1) full year's service. Through December 31, 2003, employees shall be entitled to earn and use vacation in accordance with the provisions of this paragraph. Effective January 1, 2004, any accrued but unused vacation days within applicable limits shall be converted to Earned Time days on a one to one basis and thereafter shall be governed by the Earned Time provisions of this Agreement.

1 through 60 months service	833 day/mo.
61 through 72 months service	917 day/mo.
73 through 84 months service	1.000 day/mo.
85 through 96 months service	1.083 day/mo.
97 through 108 months service	1.167 day/mo.
109 through 120 months service	1.250 day/mo.
121 through 132 months service	1.333 day/mo.
133 through 144 months service	1.417 day/mo.
145 through 156 months service	1.500 day/mo.
157 through 168 months service	1.583 day/mo.
169 through 180 months service	1.667 day/mo.

C. The accumulated leave allowed will be 45 days per calendar year.

SECTION VII
HOURS OF WORK AND OVERTIME

A. The work week of a bargaining unit member shall be an average of a 42 hour work week consisting of fourteen (14) ten-hour day shifts and fourteen (14) fourteen-hour night shifts over an eight week work cycle in accordance with the attached schedule. Exceptions to this work schedule may be made with mutual agreement between the individual and the Fire Chief, for the purpose of attending professional schools and seminars as deemed appropriate by the Fire Chief. All professional schools and seminars will be distributed equitably amongst the Fire Officers. Bargaining unit members shall be compensated for each holiday at the established base salary divided by 260.

B. Non-bargaining unit members may work overtime only on condition that members of bargaining unit are not available.

C. Any bargaining unit member who shall perform duties of a higher rank for more than four (4) consecutive shifts, shall be paid at the higher rate of pay while performing such duty, but at no time shall any bargaining unit member be paid at a lower rate than that at which he/she is classified except for demotion because of physical incapacity or under Section II F.

D. At least one (1) Captain or Lieutenant will be assigned to each station per shift.

SECTION VIII
SICK LEAVE

A. Upon the death of a bargaining unit member while in the employment of the City, the City shall pay to his/her estate an amount equal to 100% of his/her accumulated sick leave. Upon retirement from employment or upon termination of the employee an amount equal to 90% of his/her accumulated sick leave shall be paid at the date of termination of his/her employment.

B. Sick leave without loss of pay shall be computed at the rate of fourteen (14) days per year or 1.166 days per month and may be accumulated without limitation. Employees hired after May 1, 1990 shall have their sick leave accumulation limited to one hundred and fifty (150) days. Through December 31, 2003, employees shall be entitled to earn and use sick leave in accordance with the provisions of this section. Effective January 1, 2004, any accrued but unused sick leave within applicable limits shall be converted to Disability Bank days on a one to one basis and thereafter shall be governed by the Earned Time provisions of this Agreement.

C. Employees hired by the Fire Department after January 1, 1996 who become fire officers shall be entitled to fourteen (14) sick days and accumulate sick days up to 150 days but shall not be entitled to any payout upon retirement or voluntary termination. It is understood that employees hired by the Fire Department prior to January 1, 1996 who become fire officers will receive payouts based upon their previous maximum allowance. For the purposes of this Section employees hired prior to January 1, 1996 who are RIFFED and recalled shall be considered hired as of their initial date of hire.

D. The parties agree that in the event the City Council appropriates money to be used to buy out a portion of employees' sick leave accounts that each employee may accept buy out of any portion he or she voluntarily agrees to in writing based upon the terms offered. They recognize that if limited buy out funds are available, buy out offers will be made to employees based on seniority.

E. If an employee wants his or her accumulated sick leave to be paid out over more than one year, he or she may give up to three years of notice. However, it is understood that once payment begins the employee may not withdraw his or her notice of retirement or voluntary termination.

EARNED TIME . It is the intent of this policy to explain the provisions and conditions of the Earned Time Program. The program has been created to provide, as equitably as possible, paid time off, to be used at the employee's discretion, while protecting an allotment of time for disability, hospitalization or injury.

Earned time is a combination of vacation and personal absence days. A separate account per year is accumulated for disability time (seven days per year).

Earned Time is an alternative approach to the traditional manner of converting absences for vacation, sick leave, interim disability, maternity leave, by combining all these plans into one program. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. The exact amount of Earned Time accrued each year will depend on the years of service with the Portsmouth Fire Department.

Effective the date of this policy, employee's vacation time will be converted to earned time. Employee's sick time balance will be converted to the Disability Bank.

Effective on the date of this policy, employees will begin accruing earned time based on the following schedule:

Years of Service	Accrual Rate Vacation	Accrual Rate Sick	Total Earned Time	Disability Bank	Total Combined
1 - 5 yrs. Incl.	10	7	17(1.417 days/month)	7	24
6 years incl.	11	7	18(1.5 days/month)	7	25
7 years incl.	12	7	19(1.583 days/month)	7	26
8 years incl.	13	7	20(1.667 days/month)	7	27
9 years incl.	14	7	21(1.75 days/month)	7	28
10 years incl.	15	7	22(1.833 days/month)	7	29
11 years incl.	16	7	23(1.917 days/month)	7	30
12 years incl.	17	7	24(2 days/month)	7	31
13 years incl.	18	7	25(2.083 days/month)	7	32
14 years incl.	19	7	26(2.167 days/month)	7	33
15 years incl.	20	7	27(2.25 days/month)	7	34
16 years incl.	20	7	27(2.25 days/month)	7	34
17 years incl.	20	7	27(2.25 days/month)	7	34
18 years incl.	20	7	27(2.25 days/month)	7	34
19 years incl.	20	7	27(2.25 days/month)	7	34
20 years incl.	21	7	28(2.333 days/month)	7	35
25 years incl.	22	7	29(2.416 days/month)	7	36

All absences from regularly scheduled work will be charged to an employee's Earned Time. Exceptions are:

1. Administrative Leave
2. Unpaid leaves of absence
3. After absence due to personal illness/injury for more than three consecutive working days an employee may use his/her Disability Bank, if available.
4. Emergency Leave
5. Military Leave
6. Worker's Compensation
7. Disciplinary Suspension
8. Personal Days

Applicable request forms will be completed, signed by the Shift Officer and approved by the Fire Chief prior to the use of earned time whenever possible.

Earned Time begins accruing on the 15th of the month after the date of hire. Employees may use their earned time as soon as it earned once they have completed their probationary period.

Accumulated Earned Time may be used for personal illness or accident, immediate family illness or accident, or compelling personal reasons.

Effective February 18, 2104, accumulated Earned Time must be taken in full or half day shift increments.

All Earned Time payments are computed at the employee's current base rate. Employees are responsible for the Earned Time balance reflected on their pay stubs. Any errors should be reported immediately.

At separation, any unused earned time days will be cashed out at full value.

Unused Earned Time Carryover

Employees are allowed to accumulate up to a maximum of 60 earned time days as of January 1st of any calendar year. Any days over the 60 day limit but no more than ten (10) in a year may be cashed out at fifty percent (50.0%) or deposited to the Disability Bank. Any days over the 60 day limit but no more than 10 in a year may be cashed out by an employee hired after January 1, 1996 at ninety percent (90.0%) or deposited to the Disability Bank.

Disability Bank

In addition to the original sick leave balance that was transferred to the Disability Bank at the time this program was implemented, days will accumulate at the rate of seven (7) days per year (or .583 per month).

The Disability Bank hours are to be used for extended illness, injury, disability related to pregnancy, or hospitalization only. Usage of the Disability Bank commences with the 4th consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use the Disability Bank Days. Periodic updates from the employee's physician may be required. In the event that an employee is hospitalized or has surgery (this includes day surgery procedures) for something other than a work-related problem, the Disability Bank may be used starting with the first day of hospitalization. Any disability related to pregnancy will be treated like any other medical condition.

An exception to the policy that requires the usage of three (3) Earned Time days before being permitted to access the Disability Bank when the disability is certified by a physician to be the same as for the original use or from the same cause as the original Disability Bank usage.

Return to Work: Following a period of absence due to illness/injury, medical documentation supporting the employee's ability to perform the essential functions of the job is required prior to

returning to work.

The use of the Disability Bank for extended illness or injury requires medical documentation and may indicate the need for use of the Family Medial Leave Act and the need to contact the Human Resource Department concerning long-term disability.

Employees hired prior to January 1, 1991 may accumulate Disability Bank days without limitation. Firefighters hired after January 1, 1991 shall have Disability Bank accumulation limited to 150 days. Upon death of an employee while in the employment of the City, the City shall pay to his/her spouse or next of kin an amount equal to 100% of the value of his/her Disability Bank days. Upon retirement from employment, upon voluntary termination of his/her employment, the City shall pay to the employee an amount equal to 90% of the value of his/her accumulated Disability Bank days. Firefighters hired after January 1, 1996 shall receive no pay out at all for accumulated Disability Bank days either for retirement or termination.

Disability leave must be taken in full or half day shift increments.

Exhaustion of Earned Time/Disability Bank. An employee on an approved absence who has used all Earned Time and Disability Bank days will be placed on leave without pay. If the illness/injury qualifies for FMLA leave benefits will continue for the period of the Family Medial leave. Employees will not accrue earned time while they are on a leave without pay status.

SECTION IX
HOLIDAYS

Bargaining unit members shall be paid in accordance with Section VI A for the following legal holidays:

New Year's Day
Martin Luther King, Jr. Day (which is the State's Civil Rights Day)
Washington's Birthday
Good Friday (1/2 day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

One-half day preceding Christmas Day when Christmas Day comes on Wednesday or Friday. Monday if Christmas comes on Tuesday. Friday if Christmas comes on Thursday.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for bargaining unit members. If a holiday falls on Sunday, the following Monday shall be considered a holiday.

SECTION X EQUIPMENT

A. The Fire Commission shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Association may meet once in ninety days at the request of either party to discuss such regulations. The Association agrees that [its] bargaining unit members will comply with the department's rules and regulations relating to safety, economy, continuity and efficiency of the service to the department and the public.

B. Each Fire Department Officer will be provided by the City with the following articles of protective clothing and gear. This clothing and equipment shall be of the highest quality to assure maximum for individual protection and safety and shall meet or exceed either N.F.P.A. standards or departmental safety rules, regulations or policy. It is understood that this language shall not require the department to replace outer protective equipment of fire officers because of a change in N.F.P.A. standards unless adopted and approved by the Fire Commission and then the change-over shall be accomplished within the time frames as established by the Fire Commission.

1. Fire helmet
2. Turnout Coat
3. Turnout pants/suspenders
4. Short boots (night hitch)
5. Protective gloves/mittens
6. Eye protection
7. Any other item deemed necessary by the Chief

C. The Association and all bargaining unit members agree to exercise proper care and to be responsible for all department property issued or entrusted to them.

D. Bargaining unit members shall receive four hundred fifty dollars ($450) clothing allowance per year to purchase both work and dress uniforms as prescribed by the Chiefs approved list, and in accordance with department policy as set by the Board of Fire Commissioners. Effective June 30, 1996, the uniform allowance shall be increased to $500. Once an officer has received two allowances at the $500 level, the officer will be required to maintain a dress uniform. Effective July 1, 2004, the uniform allowance shall be increased to $600.

E. The City agrees to provide beds, bedding, linens, blankets and towels for each bargaining unit member working a night shift.

SECTION XI
GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this agreement or conditions of employment implied but not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. A decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step.

C. Any member who has a grievance shall put it in writing with the Fire Chief, in an attempt to resolve the matter at that level.

D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, he/she shall set forth the grievance in writing to the Commission specifying:

1. The nature of the grievance and date occurred,

2. The nature and extent of the loss or inconvenience,

3. His/her dissatisfaction with decisions previously rendered,

4. The results of previous discussion.

The Commission shall communicate their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.

E. If a grievance is not resolved to the union's satisfaction, the union will notify the Commission within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected according to the procedures established by the P.E.L.R.B. The parties will share the cost of the arbitrator's fee on a 50/50 basis.

F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA 542.

G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, ad to or delete, the terms of the contract of the parties.

H. For the purposes of this section, working days shall be Monday through Friday excluding Saturday, Sundays and holidays.

I. It is understood that only one grievance will be heard at one time at any one arbitration unless the parties mutually agree with respect to a specific situation.

SECTION XII
FIRE DEPARTMENT PROMOTIONS

Any opportunity for advancement in the fire department shall be posted on bulletin boards at all fire stations in the City of Portsmouth a minimum of ten (10) days prior to the date for testing. All bargaining unit members who apply shall be allowed to go through the testing process along with any other applicants. Preference shall be given to bargaining unit members should they be in the top three of those tested. It is understood that if more than one bargaining unit member is in the top three that the Commission shall have the discretion to choose the person to be promoted. Further, it is understood that the preference shall not be absolute. If the preference does not result in a person getting the promotion, an explanation shall be given.

SECTION XIII
AMENDMENT

A. The signing of this Agreement by the authorized representative of the bargaining unit and the Commission shall constitute the effective date of. July 1, 2008.

B. This Agreement remains in effect until June 30, 2014. Should neither party to this Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.

C. Meetings between the bargaining unit and the Fire Commission shall be conducted at mutually agreeable times and places.

SECTION XIV
CONFLICT

In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City or the Fire Department in regard to wages, hours of work and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

SECTION XV
COPIES

Copies of this Agreement shall be provided to all Association members along with any appendices at the Department's expense.

SECTION XVI
STIPENDS

A. Advanced Education Degrees

The stipends shall not be additive

1	Associates Degree Accredited College	2.0% of base
3.	Associates Degree With Fire Protection Certificate	3.5% of base
4.	Bachelors Degree either Arts or Science	3.75% of base
5.	Bachelor Degree with Fire Protection Certification or Business Administration	4.0% of base

Specialty Team	Stipend
Hazmat Technician	2.0% of base
Shipboard Technician	2.0%
EMT-I	3.0% Delete February 18, 2014
Boat Operator over 28'	2.0%
EMT-P	8.0% Change to 5% effective February 18, 2014

Employees must keep certificates current to be entitled to stipends under this Section. Also the Commission retains the right to decide under what conditions it will reimburse officers for the training to achieve the various status as set forth above in paragraphs "A" through "E".

SECTION XVII. DRUG AND ALCOHOL TESTING

All members will be subject to random drug and alcohol testing as outlined in the policy to be adopted by the Fire Commission.

SECTION XVIII
RETREAT RIGHTS

A fire officer who has completed his probationary period and earned permanent status in the PPFOA bargaining unit shall have retreat rights to said unit based on his/her seniority date in the

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PPFOA in the event such an officer accepts another position in the Portsmouth Fire Department outside the PPFOA bargaining unit. Retreat rights shall mean that the employee may bump back into the unit based on his PPFOA seniority in the event the employee is demoted or his job outside the bargaining unit is eliminated. An employee may retreat to either a captain or lieutenant position based on previous qualification and seniority. In the event there are not sufficient positions for all officers after retreat rights have been exercised, the RIF provisions in Section III of the contract shall control.

SIGNATURES

Executed this _____ day of _____, 2014 after approval by the City Council.

Portsmouth Board of Fire Commissioners

_____
Richard Gamester Chairman

_____
Thomas Closson, City Negotiator

Portsmouth Professional Fire Officers Association

_____
William McQuillen
President PPFOA

_____
Richard E. Molan, Attorney

Portsmouth Professional Fire Officers, Local 4039 IAFF, and the City of Portsmouth

Memorandum of Agreement on Fire Inspector
August 2007

The Portsmouth Professional Fire Officers (Union) and the City of Portsmouth (City) have reached an agreement regarding the Position of Fire Inspector.

1. The Fire Inspector will be paid on Step A of the Captain's salary schedule as described in the collective bargaining agreement between the Union and the City with an expiration date of June 30, 2008.

2. The schedule of the Fire Inspector will be established by the Fire Chief and will normally be five (5) days per week and eight (8) hours per day.

3. The Chief may schedule the Fire Inspector to work hours outside normal hours on any given day and such time shall be made up during the same work week. The Fire Inspector will earn overtime only for call-out emergencies.

4. An external candidate appointed Fire Inspector will not be eligible to receive the stipends in the collective bargaining agreement except with the express written approval of the Fire Chief. An internal candidate appointed Fire Inspector will be eligible to receive the stipends they are receiving on the date of the appointment, but shall not be eligible for any additional stipends after that date.

5. This agreement shall not be construed as a precedent and shall not be deemed to be past practice with respect to any other situation that may arise between the parties.

_____ Date: 6/30/14
For the Union

_____ Date: 8/6/14
For the City

_____ Date: 6/24/14
For the Fire Department