

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF RYE, N.H.**

**AND**

**PROFESSIONAL FIRE FIGHTERS ASSOCIATION OF  
RYE**

**AFFILIATED WITH**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**IAFF LOCAL #4411**

**CONTRACT PERIOD:**

**APRIL 1, 2011 TO MARCH 31, 2014**

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Throughout this document:

The Firefighters Association will continue to be referred to as the **Association**.

The Employer will be referred to as the **Town**.

## **ARTICLE 1**

### **PREAMBLE AND RECOGNITION**

The Town of Rye, NH, is represented by its Board of Selectmen and hereinafter referred to as the Town. The Professional Firefighters Association of Rye, IAFF, affiliated with The International Association of Firefighters IAFF Local #4411, is certified by the State of NH Public Employees Labor Relations Board and hereinafter referred to as the Association. The Town and the Association enter into this document hereinafter referred to as "AGREEMENT" in order to set forth terms and conditions of employment.

The Board recognizes The Professional Firefighters Association of Rye, IAFF, affiliated with the International Association of Firefighters IAFF Local #4411, as the sole and exclusive bargaining agent for all regular full-time members of the Rye Fire Department (all fire fighters and lieutenants), excluding the Fire Chief, Assistant Fire Chief,—professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of the Town of Rye, as more particularly set forth by order of the New Hampshire Public Employee Labor

Relations Board (PELRB). Nothing in this AGREEMENT shall deprive or limit the parties to this Agreement in the exercise of any rights and liberties granted them under the laws of the State of New Hampshire or the United States of America.

The members of the Association's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay and benefits for all meetings between the Town of Rye and the Association for the purposes of negotiating the terms of an AGREEMENT.

**ARTICLE 2**  
**PROBATIONARY EMPLOYEES**

Section 1.

All new full time appointees for those positions covered by this AGREEMENT shall serve one (1) year probationary period. All full time appointees who have completed satisfactorily the probationary period shall be known as permanent employees.

Section 2.

The Town has the right to discipline and or discharge a probationary appointee without reason and / or recourse by the Association.

Section 3.

Appointees while on probation shall be entitled to all provisions covered under this Agreement.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Section 1.

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the Town or any part of the Town. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this AGREEMENT, and the Town retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Town shall have no obligation to negotiate with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto any subject covered by the terms of this Agreement and closed to further negotiations for terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Section 2.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

1. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
2. To determine the need for a reduction or an increase in the work force.
3. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedure. It is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rules, existing or future.
4. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
5. To assign and distribute work.

6. To determine the need for, and the qualifications of, new employees, transfers and promotions.
7. To assign shifts, workdays, hours of work and work locations.
8. To discipline, suspend, demote or discharge an employee.
9. To determine the need fore additional educational courses, training programs, on-the-job training within the fire department and to assign employees to such duties for periods to be determined by the Town.

### Section 3.

The exercise of any management prerogative, functions or rights which is not specifically modified by this AGREEMENT, is not subject to the grievance procedure, to arbitration or, as set forth above, to bargaining during the term of this Agreement.

**ARTICLE 4**  
**NO STRIKE CLAUSE**

Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, picketing of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Fire Department of the Town of Rye during the term of this Agreement. In the event of any such activity, the Town shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. Further, the Town may, at its option, institute any or all proceedings in Court, at law, or in Equity, or in Arbitration as it may choose.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

Section 1.

The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions to grievances. All grievances will be handled as provided in this Article.

The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance to his or her employer, without representation of the Association, provided that the adjustment is consistent with the terms of this Agreement, and provided, further, that the Association may be present at Grievance meetings (other than Level 1) and state its position of the Grievance if the employee so desires. Those Grievances reduced to writing and resolved without Association

representation shall be documented and forwarded to the Association within ten (10) working days.

Section 2.

The following definitions shall apply for the purposes of this Agreement:

1. Grievance shall mean a complaint by an employee that the Town has interpreted and applied the Agreement in violation of a specific provision thereof.
2. An aggrieved employee shall mean the employee making the complaint.
3. The Town, as usual, herein shall mean the Board of Selectmen.
4. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of legal holidays.

Section 3.

A matter which is not specifically covered by this Agreement, or which is reserved by law so long as same is not in conflict with any provision of this Agreement is not subject to the arbitration procedure. Only grievances as defined above, may be arbitrated under the provisions of Article 6.

#### Section 4.

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.

#### Section 5.

The Association, when requested by an employee, may assist him or her in processing a grievance. In so assisting the employee, the Association shall be given the opportunity to discuss the matter with the employee and any other employees who may have information bearing on the matter, prior to presenting the grievance. The Association will be notified of the scheduled time and duration of this procedure, which shall not interfere with departmental business. The Union President or their designee shall be notified of all grievances.

#### Section 6.

Individuals of the Association, or the Association, may seek review of, action on, and remedies for grievances either through

court action and/or the formal grievance procedure as hereinafter provided for.

Section 7.

1. **Level 1 - Oral (Supervisor):** The aggrieved employee shall first present the Grievance to the shift lieutenant within three (3) working days of the day the aggrieved employee knew, or should have known, of the event, or events, on which the Grievance is based. Should the Shift lieutenant be unable, unwilling or unavailable to resolve the issue filed, by the end of their shift, then the grievance shall be submitted to the Fire Chief and Union President. Greivances resolved at this informal level shall not be considered precedent setting by the Town or Associaion.

2. **Level 2 - Written (Fire Chief):** If the Grievance is not resolved to the satisfaction of the aggrieved employee by the lieutenant, then within three (3) working days, it shall be reduced to writing, signed by the employee, and forwarded to the Fire Chief. The Fire Chief shall schedule and meet with the aggrieved employee within eight (8) working days. The Fire Chief shall then respond within three (3) working days of said meeting.

**3. Level 3 - Written (Board of Selectmen):** If the Grievance is not settled to the satisfaction of the aggrieved employee at Level 2, the aggrieved employee may submit a written grievance to the Board of Selectmen within five (5) working days of the due date for response at Level 2. The Board of Selectmen and the aggrieved employee shall meet within five (5) working days of submission of the Grievance to the Board's level. The Board shall submit a written response within three (3) working days of said meeting. (Refer to Article 6 for processing to Level 4 -- Arbitration.)

**ARTICLE 6**  
**ARBITRATION**

Section 1.

If the grievance has not been resolved to the satisfaction of the aggrieved employee, the Association may, by giving written notice to the Town, within ten (10) working days after the end date of the meeting referred to in Level 3, submit the grievance to Arbitration. Such notice shall be addressed in writing to the Board of Selectmen.

Section 2.

In the event that the Association elects to proceed to Arbitration, the Board or its Designee, and the Association will endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a

commitment to serve, the Grievance shall be referred to the American Arbitration Association by the Association no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the Rules of the American Arbitration Association, then applicable to voluntary labor Arbitration.

#### Section 3.

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring the expenses.

#### Section 4.

Questions of arbitrability are not waived and may be raised by either party in Arbitration or any other appropriate forum. The function of the Arbitrator is to determine the interpretation and application of specific provisions of this AGREEMENT. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deletion from any other provisions of this Agreement. The Arbitrator may, or may not, make his award retroactive to the

initial filing date of the Grievance as the equities of the case may require.

Section 5.

Each Grievance shall be separately processed to any Arbitration proceedings hereunder, unless the parties otherwise agree. The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement shall be final and binding upon the Association and the Town and the aggrieved employee who initiated the Grievance.

**ARTICLE 7**  
**RESIDENCY**

Members covered by this Agreement shall live within 20 miles from fire headquarters. Upon application by an employee to the Fire Chief, the Fire Chief may grant specific exemption to the 20 mile limit.



**ARTICLE 8**  
**PERSONNEL**

Section 1.

Should there be a reduction of Department personnel covered by this AGREEMENT, the employee with least seniority, regardless of rank, in the Department shall be laid off first and rehired in the inverse order of layoff in accordance with the following procedures:

In the event of a recall to work after layoff, notices of recall shall be sent by certified or registered mail or telegram to the qualified employee's last known address as shown on the town records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least ten (10) calendar days notice, excluding Saturdays and Sundays, to report to work. In the event a recall is necessary on fewer than ten (10) days notice, the Town may call upon the laid-off employees, either personally or by telephone, until an employee, who is qualified and able to return to work immediately, is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work

immediately will be given notice to report for work at the end of said ten (10) day period.

Qualified employees who have been given notice to report for work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said ten (10) day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does not report within ten (10) days set forth herein, then the employee shall retain his or her seniority status and be entitled to another notice of recall. No new employee shall be hired until all employees who have been laid off for twelve (12) months or fewer have been given the opportunity to return to work.

## Section 2.

Seniority shall be defined for the purposes of this Agreement as the length of continuous employment in the Bargaining Unit from the date of Permanent Certification. For purposes of Seniority, time spent in positions outside of the Bargaining Unit and positions in other Bargaining Units or time spent on unpaid leaves of absence shall not be counted towards the compilation of Seniority.

Section 3.

Temporary lay-off of personnel shall be subject to the approval of the Board of Selectmen. Nothing contained herein, however, shall in any way limit the Town from dismissing any employee for just cause pursuant to the disciplinary actions and procedures provided for.

Section 4.

The Selectmen and the Association reaffirm and will maintain the policy of non-discrimination against any person because of sex, race, creed, national origin, marital status or participation in Association activities, and will agree to abide by the provisions of RSA 273-A, and particularly RSA 273-A: 5, which enumerates unfair labor practices.

Section 5.

Permanent reduction of personnel (full-time firefighters) shall be subject to approval of the next Town Meeting.

(This section added by vote of the Annual Town Meeting held 12 March 1983 with a hand vote of Yes - 204, No - 139.)

**ARTICLE 9**  
**HOURS OF WORK**

Section 1

On a yearly average, forty-two (42) hours per week beginning and ending at Midnight on consecutive Sunday nights shall constitute one (1) work week. The forty-two (42) hour work week shall be effective for Fire Department employees.

Section 2:

The employees will work fourteen (14) twenty-four (24) hour shifts know as duty shifts over an eight (8) week cycle. For definition purposes a day shift is defined as ten (10) hours and a night shift is defined as fourteen (14) hours.

Section 3.

Wages for the forty-two (42) hour work week shall be paid in accordance with Article 22 of this agreement.

Section 4.

Scheduling and determining starting and ending times of shifts is reserved solely to the Fire Chief as required for the efficient operation of the Fire Department.

Section 5.

In no case shall a Fire Fighter work more than thirty-eight (38), consecutive hours unless approved by the Fire Chief or his designee.

**ARTICLE 10**  
**OVERTIME**

Section 1.

Overtime shall be paid to any employee covered by this AGREEMENT who works or is required to work more than forty-two (42) hours, on average, in the Fire Department in a given work-week. This would include scheduled schooling/training outside scheduled working hours. Said compensation shall be at the rate of one and one-half (1½) times the employee's regular hourly rate. Overtime will be paid for actual overtime worked, to the next half-hour. Said work-week beginning and ending on consecutive Sunday nights (at Midnight), shall constitute one work week. Regular hours include earned sick leave, vacation, bereavement leave, personal days, and training/schooling leave. *When filling overtime, a day shift is (10) hours and for filling an overtime night shift is fourteen (14) hours, acceptance of a 24 hour shift is define as taking two shifts per turn as written is section 4 sub sec leave request.*

Section 2.

It is expressly understood that swapping shifts between personnel is not subject to these overtime provisions, i.e. any additional hours worked because of a swap will not be added to the forty-two (42) hour regular work week.

Section 3.

Members of this Association called back to work shall be guaranteed two (2) hours of overtime. Time actually worked beyond the two (2) hours call back period shall be paid to the next half (½) hour.

Section 4.

Overtime excluding sick coverage shall go to the full-time members of this Association first by Job Classification (i.e. Lieutenant vs Firefighters) and also by seniority within job classification. When no members of the same job classification as the member taking leave are available, then it will be available to members of additional job classifications. The Association understands that the department may need to hire members for overtime, specific to the department's needs. In all instances every effort shall be made to follow the seniority list.

Section 5.

Prior to Shift:

In the event that a emergency medical or a fire call occurs twenty (20) minutes or less prior to the time of shift change, the members scheduled to report for the oncoming shift will be paid the amount equal to one half hour of pay.

Overtime Hiring Policy:

Overtime / Leave Request Form: Utilizing the approved Leave Request Form, the employee will complete the form indicating the

employee's name using leave time and the shift(s) needed for coverage.

Once the leave request has been approved, the form shall be posted for the purpose of filling the shift(s):

- a) On the Leave Request Form, the employee will indicate on the "Pass List" one of the following:
  - a. "Pass" - doesn't want to work, or;
  - b. "Available" - does want to work, or;
  - c. "Working" - already on shift.

If more than one shift is open on the Leave Form, a date should be indicated next to the comment. All members must indicate their availability within eight days after posting of the leave request, or it is an automatic pass. If the employee is on leave during their tour they must be called for availability.

- b) At the deadline of 72 hours prior to the start of the open shift, if the shift has not been filled, the most senior employee eligible by job classification (i.e. Lieutenant vs. Firefighter) marked as "Available" is assigned the open shift.

- c) If the employee accepting the shift declines the shift at a later time, he/she is responsible for finding an appropriate member, by job classification, to cover the shift.
- d) Acceptance of an overtime shift shall not result in more than 38 consecutive hours of work unless the shift has been offered to the entire list of qualified persons, and approved by the Fire Chief or designee.
- e) Employees may only accept the entire open shift during the first pass through of the list.

#### LEAVE REQUEST

Employees may accept no more than two shifts per turn; a turn is a complete rotation within job classification (i.e. Lieutenant vs. Firefighter) turns are unlimited within job classification. for the purpose of this section a shift is defined as anything longer than 6 hours.

#### Hiring All Overtime Excluding Sick Leave:

- a) Open fire fighter shift (except sick leave):
- An open fire fighter shift shall be offered first to other full-time fire fighters starting with the most senior fire fighter.

- If the shift remains unfilled, it shall be offered to the full-time Lieutenants starting with the most senior Lieutenant.

b) Open Lieutenant shift (except sick leave):

- An open Lieutenant's shift shall be offered first to other full-time Lieutenants starting with the most senior Lieutenant.
- If the shift remains unfilled, it shall be offered to the full-time fire fighters starting with the most senior fire fighter.

Hiring Sick Leave:

a) Open fire fighter shift:

- A list of all full-time fire fighters shall be compiled starting with the most senior.
- An open fire fighter shift shall be offered to those on the fire fighters list starting at the top. The person accepting the shift moves to the bottom of the list for next time.

- If the shift remains unfilled, it shall be offered to those on the Lieutenant's list (see b).

b) Open Lieutenant shift:

- A list of all full-time Lieutenants shall be compiled starting with the most senior.
- An open Lieutenant's shift shall be offered to those on the Lieutenant's list starting at the top. The person accepting the shift moves to the bottom of the list for next time.
- If the shift remains unfilled it shall be offered to fire fighters (see a).

**ARTICLE 11**  
**HOLIDAYS**

Section 1:

The following days shall be considered holidays:

New Year's Day	Labor Day
MLK/Civil Rights Day	Columbus day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2:

The holiday shall be defined as the twenty-four (24) hour period on the day the Town observes the holiday, with the exception of Christmas Day, New Year's Day, and Independence Day (July 4<sup>th</sup>). On Christmas Day, New Year's Day, and Independence Day the holiday shall be defined as the twenty-four (24) hour period on the actual day of the holiday.

Section 3:

Employees shall receive two (2) weeks (84 hours) of additional pay received in separate check on or about December 1 of each year, whether or not the employee has worked the holiday. Full time members of the Association who work on Memorial Day, Independence Day (July 4<sup>th</sup>), Thanksgiving Day, Christmas Day or New Year's Day shall be paid one and one-half (1 ½) times the employee's regular rate of pay.

Section 4.

If a member of this Association is employed by the Town of Rye Fire Department for less than a full year for any reason, that member shall be compensated at the rate of ten percent (10%) of his or her two (2) weeks' pay for each holiday that the member was employed. Employees who leave before the end of the year shall be compensated based on their rates of pay at the time of departure.



**ARTICLE 12**  
**VACATION**

Section 1.

Vacation shall accrue on the employee's anniversary date of full time employment with the Town of Rye and shall be earned in accordance with the following schedule:

At date of employment through four (4) years of continuous service:           84 hours   (7 hours/month)

After four (4) years through ten (10) years of continuous service:           126 hours (10.5 hours/month)

After ten (10) years and through fifteen (15) years of continuous service: 168 hours (14 hours/month)

After fifteen (15) years through twenty (20) years continuous service: 168 hours (14 hours/month) plus one-half hour (.5 hours/month) for each year worked after fifteen as follows:

Year 16:           additional .5 hour / month

Year 17:           additional 1 hour / month

Year 18:           additional 1.5 hours / month

Year 19:           additional 2 hours / month

Year 20:           additional 2.5 hours / month

After twenty (20) years of continuous service:

210 hours (17.5 hours/month)

Section 2.

Vacation leave may be accumulated up to two hundred fifty two (252) hours for Fire Fighters, provided however that each employee must take at least forty-two (42) hours of leave as vacation, during his or her anniversary year. Those members who have accumulated more than the two hundred fifty two (252) hours, prior to April 1, 2001, shall be allowed to keep those hours, but in no instance more than the three hundred fifteen (315) hours previously allowed.

Section 3.

At the time of retirement or voluntary resignation, the employee shall be paid for any accumulated vacation time. In the event of the employee's death, his or her accumulated leave shall be paid to his or her spouse or estate within thirty (30) days of the member's death.

Section 4.

Vacation not taken beyond the two hundred fifty two (252) hours accumulated (or more hours if accumulated by veterans as of the date of this contract, as explained above) as allowed herein, shall be lost.

Section 5.

All vacation time must be approved in advance in writing by the Fire Chief or the Chief's designee.

Section 6.

Members of the Association shall be allowed to take vacation leave in excess of the number of hours actually accrued by the member. Members may take up to eight (8) additional hours of vacation leave over the amount the employee has accumulated. The members shall 'pay back' the Town by accruing the hours owed over the course of the calendar year. In the event of an employee's retirement, resignation or termination, the Town shall be permitted to take the vacation hours owed, translate them into dollars (employee's rate of pay at the time of resignation / termination / retirement), and deduct the amount from the employee's final form of pay.

Section 7.

If vacation is to be taken in blocks forty-two (42) hours or longer, then the employee shall, if he or she so requests, be paid the employee's vacation pay on the pay day prior to the employee's departure on vacation.

Section 8.

Vacation requested on holidays will require approval of the Fire Chief and is subject to availability of replacement.

Section 9. Vacation approval or disapproval must be given to the employee within 5 days of submission date.

Section 10.

Members of this Association may be reimbursed for vacation time not taken, up to eighty-four (84) hours per year. Notification to the Town is required as in Section 4 above.

**ARTICLE 13**  
**SICK LEAVE**

Section 1.

Commencing on January 1, 1993 sick leave shall be earned as stated in Section 3. When an employee leaves the department for any reason he or she shall be paid for one half ( $\frac{1}{2}$ ) his or her unused sick leave not to exceed 50 working days. Sick leave will be paid at the employee's rate of pay at the time of separation. For the purpose of this section a day is defined as 12 hours

Section 2.

Commencing on July 1, 1993, members hired after this date shall  
earn sick leave as stated in Section 3. When an employee leaves the department for any reason he or she shall be paid for one half ( $\frac{1}{2}$ ) his or her unused sick leave not to exceed thirty (30) working days. Sick leave will be paid at the employee's rate of pay at the time of separation. For the purpose of this section a day is defined as 12 hours

Section 3.

Sick leave shall be earned at the rate of twelve (12) hours per month with limitations as to accumulation outlined in Sections 1 and 2 of Article 13.

Provided the employee has accrued sick leave, paid sick leave may be granted for the following:

- a. Bodily injury, disease or illness
- b. Illness in the emmployee's immediate family, the immediate family shall include spouse, children, mother, father, mother-in-law and father-in-law, significant other
- c. Exposure to contagious disease / quarantine
- d. Medical examination or other health related purpose

Section 4.

An employee giving the Town forty-five (45) days' notice prior to leaving for any reason will be paid all monies due, on his or her effective release date. If notice is not received by the Town, then the employee shall be paid within thirty (30) days of leaving.

Section 5.

In the event of the death of a member of this Association prior to leaving the full time employment of the Town, the Town shall pay to the employee's surviving spouse or estate any and all sums due under Sections 1 and 4 or 5 of this Article 13. Payment

shall be made within thirty (30) days after the employee's death.

Section 6.

The Town may require a physician's statement if an employee is on sick leave for three (3) consecutive working days.

Section 7.

Sick leave shall not be charged for work related injuries occurring to the employee in the performance of his or her employment.

Section 8.

Injury, illness or disability, self-imposed or resulting from the misuse of drugs or alcohol shall not be considered a proper claim for leave under this article unless the employee has sought, or is seeking, professional help for said problem.

Section 9.

Sick hours shall be charged for actual hours taken.

**ARTICLE 14**  
**INJURY LEAVE**

Section 1.

The Town shall provide Workers' Compensation for all members of this Association as prescribed by State Statutes and regulations.

Section 2.

When an employee is absent from work after sustaining a personal injury or illness arising out of, and in the course of, his or her employment for the Town, he or she shall be entitled to the difference between the amount paid to the employee through workers' compensation insurance and the employee's regular straight time pay, for a period not to exceed eighteen (18) months, or the employee may keep the worker's compensation check and forfeit the difference paid by the Town.

Section 3.

Duration of Injury Leave shall follow Title XXIII Labor 281-A:25

Reinstatement of Employee sustaining compensable injury.

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

Special leave of three (3) working shifts with pay between the death and the date of the funeral, inclusive, shall be granted in the event of death of the following:

<i>Spouse</i>	<i>Child or stepchild</i>
<i>Father</i>	<i>Mother</i>
<i>Sister</i>	<i>Brother</i>
<i>Father-in-law</i>	<i>Mother-in-law</i>
<i>Grandmother</i>	<i>Grandfather</i>
<i>Ward or person for whom the employee is legal guardian</i>	
<i>Significant Other</i>	
<i>Brother and Sister In-Law</i>	

**ARTICLE 16**  
**UNIFORMS**

Section 1.

The Town shall provide all new members of this Association with station uniforms and equipment as enumerated in the department's rules, regulations and/or SOGs. The Town shall provide members, in their second year of employment, a Class A uniform (not to be charged against the annual entitlement of each member).

Section 2.

Damage to, or loss of, any of the Section 1. uniform items arising out of and in the normal course of duty, excluding reasonable wear and tear, shall be replaced or repaired by the Town.

Section 3.

The Chief shall designate where uniforms and equipment shall be procured and on what basis uniforms and equipment shall be replaced. An amount necessary to satisfy the department's needs will be included in the budget. Each member is entitled up to four hundred and fifty (\$450.00) annually, to purchase necessary uniforms items.

Section 4.

If the department changes uniforms, members of the Association will be furnished with an appropriate number and type of uniforms per Section 1.

Section 5.

Any employee covered under this agreement, upon separation shall return all articles and accessories to the department. This is to include protective clothing, badges, etc.. Any items not returned shall be for at a reasonable fraction of the original cost, not to exceed 80% of that cost. Such payment is to come from the final form of pay to the employee.

**ARTICLE 17**  
**PRIVATE DETAILS**

Section 1.

Private details are those work details which are not considered as public employment by the Board, i.e. that is: not supported by local property tax dollars.

Section 2.

All private details shall be paid to members of the Association assigned, at the following rates:

**April 1, 2011 - \$42.00 per hour**

**April 1, 2012 - \$43.00 per hour**

**April 1, 2013 - \$44.00 per hour**

A surcharge, set by the Town shall be added to said hourly rate to be paid to the Town by the contracting party as administrative and collection surcharge for all private details. The Town shall not involve itself in establishing and/or quoting prices for special details, but all payments by vendors shall be made directly to the Town in accordance with regulations established by the Town.

Section 3.

Association members are guaranteed a minimum of four (4) hours per private detail, and shall be paid for all private details worked by separate pay check on the next regular pay day or no later than the second regular pay day after the detail.

Section 4.

Private details are NOT subject to the OVERTIME provisions of this Agreement.

Section 5.

Private detail assignment shall be made in accordance with departmental regulations. But nothing contained herein or in any such regulation shall obligate any member to serve/accept any

private detail(s). All private details shall go to members of this ASSOCIATION first, in order of seniority,

Section 6.

Any and all reporting of income earned from private details shall be separate and apart from any and all reporting of income earned through regular duty and shall always clearly specify that such income was earned by the Association member off-duty, working additional off-duty hours, above and beyond that member's regular work schedule.

**ARTICLE 18**  
**OTHER INSURANCE**  
**LIFE AND HEALTH INSURANCE**

Section 1.

During the term of this AGREEMENT the TOWN will maintain a life insurance policy in an amount equal to one times the base yearly wage [hourly rate times two thousand one hundred eighty four (2,184) hours] for each member of the Association, at no cost to the employee.

Section 2.

During the term of this AGREEMENT the TOWN will maintain disability insurance presently in effect. The Town will provide Long Term Disability Insurance which will pay the member sixty percent (60%) of his or her base annual wage in the event of his or her disability, after the applicable waiting period.

The Town will provide Short Term Disability Insurance which will pay the member sixty six and two thirds percent (66 2/3%) of his or her base annual wage in the event of his or her short term disability, lasting up to six months. A copy of the insurance policy or binder shall be kept on file at the Selectmen's Office and made available for review by the members of the Collective Bargaining Unit.

### Section 3.

#### Health and Medical Insurance

The town will provide Blue Cross/ Blue Shield Comp 500 or Blue Choice and Major Medical Benefits or an equivalent plan to all full- time employees of the Town who elect to participate. Coverage begins on the first day of the month following appointment. The town pays the 95% for the first year of contract, 92.5% for the second year of contract, 90% for the third year of the contract, the premium costs for single coverage and 80% of the premium costs for a 2-person and family plans.

If during the duration of this contract other permanent full time employees for the Town of Rye are offered a lower premium percentage, the lower rate shall be applied to members of this association.

In addition to the Blue Cross/ Blue Shield Comp 500, the town shall "pay down" the deductible and co-pay portion of the Comp 500 Plan.

<b>Plans</b>	<b>Employee pays</b>	<b>Town Reimburse No more than:</b>
Single	\$0	
\$500 Deductable	\$ 100	\$ 400
20 % co pay	-0-	\$ 1,100
		\$ 1,500 Total
2 Person		
\$ 1,000 Deductable	\$ 200	\$ 800
20 % co -pay	-0-	\$ 2,200
		\$ 3,000 Total
Family		
\$ 1,000 Deductable	\$ 200	\$ 800
20 % co - pay	-0-	\$ 3,200
		\$ 4,000 Total

The parties recognize that increasing health insurance premium cost is adversely affecting both the Town and the Employees. In the event the Town or Union determines there is a need to consider other providers and / or coverage options, the Town and the Union will convene a joint Union / Management committee to explore and assess any such option.

Section 4.

Should, subsequent to the effective date of this AGREEMENT, the Town agree to offer any other group of Town employees a medical plan with a lower deductible or increased benefits, that Plan shall be provided to employees covered by this AGREEMENT.

Section 5.

Single employee health insurance is provided at 95% for the first year of the contract, 92.5% for the second year of the contract, 90% for the third year of the contract to the employee. However, if the insurance coverage is for two (2) person or family coverage, eighty percent (80%) of the premiums shall be paid by the TOWN; twenty percent (20%) to be paid by the employee as a payroll deduction.

Section 6.

During the term of this AGREEMENT, the TOWN will provide dental insurance for each member of the Association under the following terms: Delta Dental, Option I offered by the NH Municipal Association. A one (1) person rate for dental insurance is provided by the TOWN at no cost to the employee.

Section 7.

Increases or decreases in health insurance premiums to the TOWN shall be applied to the TOWN and the employee at the rate of eighty percent (80%) and twenty percent (20%), respectively.

An increase in benefits causing an increase in premium shall be reviewed by the covered employees before the increase is instituted.

**ARTICLE 19**  
**GENERAL**

Section 1.

The Association recognizes the prerogatives of the Town to operate and manage its affairs in all respects, except as specifically covered by this Agreement. As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language and a specific provision of this Agreement, the Town retains, exclusively to itself, all rights and powers that it has, or may hereafter be granted by law, and shall exercise the same without such exercise being made subject to Grievance or Arbitration.

Section 2.

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 opportunity are set forth in this Agreement. Therefore, the Town and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to Bargain Collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation

of either or both parties at the time that they negotiated or signed this AGREEMENT.

Section 3.

The waiver, or any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all, of the terms of this Agreement.

Section 4.

The Town and the Association herein agree this Document represents the entire Agreement between the parties and that no other Agreement, understanding or past practice exists, except as is specifically enunciated in this Agreement.

Section 5.

Notwithstanding any other provision of this AGREEMENT, any Grievance resolved at a Grievance Level below that of the Level of the Board of Selectmen shall be specifically subject to its review.

Section 6.

If any Article or Section of this Agreement shall be held invalid by operation of Law or by any governmental agency or any tribunal or Court of Competent Jurisdiction, the remainder of the Agreement shall be construed as remaining in full force and effect. In the event that any Article or Section is held invalid or without force of Law, the parties herein agree to enter into negotiation, upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

Section 7.

SOG'S (Standard Operating Guidelines) shall be established for the operation of the department and SHALL NOT be established to supersede any part of this AGREEMENT.

**ARTICLE 20**  
**PROMOTIONS**

Section 1.

All promotions for positions covered by this Agreement, shall be made from among permanent members of this Association, provided that such members are at least equally qualified with applications/applicants from outside the Association.

Section 2.

All department officers within this Association and company officers shall be appointed by the Chief of the Department after passing competitive examinations. (Town Ordinance Rye Fire Department, revised Town Meeting 1990, Section 4.)

**ARTICLE 21**  
**PERSONAL DAYS**

Section 1.

Association members covered by this Agreement are entitled to forty-eight hours per calendar year. Hours must be used in the calendar year earned with no banking allowed.

Section 2.

Hours not used in the calendar year earned, will be lost on the last day of the calendar year.

Section 3.

All requests for personal time on Holidays (See Article 11) will require approval of the the Fire Chief.

Section 4.

For the purpose of this section personal time will be charged for actual hours used with a minimum of two hours.

**ARTICLE 22**  
**WAGES**

Section 1

Town of Rye Fire Department wages shall be based upon a forty-two (42) hour work week. Members shall be paid in accordance with the wage and salary schedule attached to this agreement (Attachment 'A') as follows: FF/EMT-Basic grade 7, FF/EMT-Intermediate grade 8, FF/Paramedic grade 9, Lieutenant grade 10, Lieutenant / Paramedic grade 11. It is understood that the wage and salary for members includes three steps within each applicable pay grade. These steps are Start, Mid-Point (after completing 3 years of service to the Town), and Maximum (after completing 7 years of service to the Town).

Section 2.

Increases each position by one grade frozen at the 2007 rate until April 1, 2009 when the COLAs for 2008 and 2009 would then be applied. In other words, these upgrades (equivalent to 5%) would take the place of any COLA in year one of the contract but the COLA will be applied to the grade and the FF's will get the benefit of the 2008 and 2009 Colas in 2009.

Members with Associate's Degrees shall be paid an additional one percent (1%) over their base wages.

### Section 3

The base hourly rate set forth in Section 1 above shall be adjusted on April 1 of each year of the contract by multiplying the National Consumer Price Index (NCPI) times the base hourly wage. The NCPI shall be determined by taking the average of the 12 preceding months available (reported) as of December 1 of the year immediately preceding the effective date of increase. The NCPI as applied to the wages shall also be applied to the salary scale to ensure that it keeps track with inflation. *For the period from April 1, 2011 through March 31, 2014 the amount of the NCPI applied shall be no less than 2% and no more than 3.5%.*

### Section 3

An employee that reaches their 10 year anniversary they shall receive a onetime, 1% incentive, to be paid upon the employee's anniversary or hire date. The incentive of 1% shall not be added to the base salary and shall not be increased by the application of the NCPI. (Currently 2 Fire Fighters are eligible to receive the incentive in 2011. They will receive the incentive in the pay check following the contract's effective date).

### Section 4

Performance evaluations shall be conducted on or about the

anniversary date of each employee's date of hire. Any employee who is dissatisfied with his/her annual evaluation may appeal the Department Head's assessment to the Town Administrator for an independent review. The Town Administrator may interview co-workers, review time sheets, consider any infractions or commendations, discuss performance with Department Head, and interview members of the public in arriving at a determination. The Town Administrator's independent review and determination shall be final.

**ARTICLE 23**  
**LONGEVITY PAY**

Section 1.

Longevity pay is for employees at or above the top of their pay Grade and shall be added to the normal hourly rate after any adjustments are made to reflect the cost of living increases.

Longevity pay shall be earned in accordance with the following schedule:

After twenty (20) years of continuous full time service -  
fifty cents (\$.50) per hour.

After twenty-five (25) years of continuous full time service

-

Seventy-five cents (\$.75) per hour.

After thirty (30) years of continuous full time service -

One dollar (\$1.00) per hour.

**ARTICLE 24**  
**FMLA**

It is the policy of the Town to grant up to 12 weeks of Family and Medical Leave during any 12 month period to eligible employees.

**ARTICLE 25**  
**HEALTH & SAFETY**

Section 1.

Members of this Association will be provided annual physicals at the Town's expense. Members have the option to obtain physicals at the physician of their choice.

Section 2.

The Fire Chief shall provide the employees with the required guidelines for such physical exams.

**ARTICLE 26**  
**DUES DEDUCTION**

Section 1.

Upon receipt of an individually written authorization by an ASSOCIATION member covered by this contract and approved by the ASSOCIATION president, the TOWN agrees to deduct from the pay of each ASSOCIATION member, so authorized, the current ASSOCIATION dues as certified to the TOWN by the Treasurer of the UNION. Said deduction shall be made the first pay period in each month, provided however, that if any employee has no check coming to him or her or if the check is not large enough to satisfy the deduction, then, in that event, no collection will be made from said employee's pay check for that month. The TOWN shall send the amount so deducted to the Treasurer of the ASSOCIATION. In no case will the TOWN attempt to collect fines or assessments for the ASSOCIATION beyond the regular dues. Should there be a dispute between an employee and the ASSOCIATION over the matter

of deduction, the ASSOCIATION agrees to defend and hold the TOWN harmless in any such dispute.

**ARTICLE 27**  
**EMPLOYEE INDEMNIFICATION**

Section 1.

The Town shall defend all employees against claims made against them arising out of an act or omission by an employee while acting in good faith within the employee's scope of employment. The Town shall indemnify all employees for any judgments entered against them arising out of an act or omission by the employee acting in good faith within the employee's scope of employment to the extent that the claim is within the limits of coverage of an insurance policy maintained by the Town. A copy of the insurance policy or binder shall be kept on file at the Selectmen's Office and made available for review by the members of the Collective Bargaining Unit.

**ARTICLE 28**  
**EDUCATION PROGRAM**

Section 1.

Each member of this Association shall be reimbursed up to fifteen hundred (\$1500) in a calendar year for actual course tuition for any course, class, or seminar that is job related and/or any course that is part of a degree program, which, when completed, will award a qualifying degree. A member of the Association shall be reimbursed up to an additional one thousand two hundred and fifty dollars {\$1250} in a calendar year for an approved Paramedic program. Any course for which reimbursement is expected must be approved in advance by the Fire Chief.

Reimbursement shall be made within thirty (30) days of the submission to the Fire Chief of an official transcript,

certificate, or similar document indicating a grade of "C" or better in that course, and evidence of paid tuition.

#### Section 2.

Each member of this Association will be granted up to forty hours (40 hrs) of shift coverage per year for specialized training, approved in advance by the Fire Chief. This does not include degree or college program related courses. Any member who elects to take a degree or college program course does so on his or her own time, and will not be paid for the time spent taking such course.

#### Section 3.

Members taking advantage of this education program, must stay in employed with the Rye Fire Department for at least three (3) months [one (1) quarter] for each one thousand five hundred dollars {1500} of tuition or other kind of course

reimbursement, to be prorated if necessary. The number of months owed to the Town by the employee shall be accumulative unless the employee skips a year of courses, in which case, that employee will have paid the Town back for four (4) quarters.

Section 4.

It is expressly understood that this benefit is not intended to pay for courses, classes, or seminars which are required by the Department (i.e. EMT recertification).

Section 5.

Any member enrolling into an approved Paramedic Program may utilize the following:

Each employee will utilize a contractual allotment as specified in Section 1 of this Article per calendar year.

Each employee's shifts would be covered by the Town for the period that the employee is in class or attending required clinical internship training hours.

Each employee taking advantage of this educational program will be responsible for successful completion of the Paramedic program and gaining National Registered Paramedic certification.

If the employee does not successfully complete and pass the process, he/she will pay back the Town the amount paid on behalf of the employee.

Each employee agrees he/she will continue employment with the Town of Rye for the period of three years from the time the employee is licensed as a Paramedic with the State of New Hampshire. If the employee leaves his/her employ, he/she must pay the Town the amount paid on behalf of the employee for the program. This amount may be prorated over the three year period and taken from any final forms of pay to the employee.

#### Section 6.

Paramedic program tuition shall be directly paid to the Institution holding the program in accordance with the programs tuition Requirements.

**ARTICLE 29**  
**DURATION**

Section 1.

This Agreement shall be in full force and effect upon execution from 0001, 1 April 2011 through 2400, 31 March 2014 (3years)

This Agreement shall continue in full force and effect from year to year thereafter, unless written notice by certified mail of desire to terminate is served by either party upon the other at least ninety (90) days prior to date of expiration.

Section 2.

If either party desires to add new articles or delete or change any article(s) in this Agreement, written notice by certified mail shall be served on the other party at least ninety (90) days prior to December 31st of the current calendar year.

Section 3.

If negotiations are in progress at the expiration date of this Agreement, the Agreement shall continue in effect by mutual consent of both parties until conclusion of the negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE AGREEMENT TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011

RYE BOARD OF SELECTMAN

RYE PROFESSIONAL FIREFIGHTER  
ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Joseph G. Mills, Chairman

Charles Gallant, President

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Craig Mussleman, Vice Chairman

---

John Klanchesser, Secretary

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Priscilla V. Jenness, Selectman

**Town of Rye, NH  
Wage Scale, 2008**

<b>GRADE</b>	<b>COLA</b>	<b>MINIMUM</b>	<b>MID-POINT (AFTER 3 YEARS)</b>	<b>MAXIMUM (AFTER 7 YEARS)</b>
<b>GRADE 1</b>				
<b>HOURLY (2006)</b>	0.043	12.52	13.96	15.41
<b>3.0% COLA added - 4/07</b>	0.030	12.90	14.38	15.87
<b>Projected COLA @ % - 4/08</b>	0.025	13.22	14.74	16.27
<hr/>				
<b>GRADE 2 HOURLY (2006)</b>			14.65	

	0.043	13.14		16.17
<b>3.0% COLA added - 4/07</b>	0.030	13.53	15.09	16.66
<b>Projected COLA @ % - 4/08</b>	0.025	13.87	15.47	17.08
<hr/>				
<b>GRADE 3</b>				
<b>HOURLY (2006)</b>	0.043	13.79	15.38	16.97
<b>3.0% COLA added - 4/07</b>	0.030	14.20	15.84	17.48
<b>Projected COLA @ % - 4/08</b>	0.025	14.56	16.24	17.92
<hr/>				
<b>GRADE 4</b>				
<b>HOURLY (2006)</b>	0.043	14.48	16.15	17.81
<b>3.0% COLA added - 4/07</b>	0.030	14.91	16.63	18.34
<b>Projected COLA @ % - 4/08</b>	0.025	15.28	17.05	18.80
<hr/>				
<b>GRADE 5</b>				
<b>HOURLY (2006)</b>	0.043	15.21	16.96	18.71
<b>3.0% COLA added - 4/07</b>	0.030	15.67	17.47	19.27
<b>Projected COLA @ % - 4/08</b>	0.025	16.06	17.91	19.75
<hr/>				
<b>GRADE 6</b>				
<b>HOURLY (2006)</b>	0.043	15.98	17.82	19.65
<b>3.0% COLA added - 4/07</b>	0.030	16.46	18.35	20.24
<b>Projected COLA @ % - 4/08</b>	0.025	16.87	18.81	20.75
<hr/>				
<b>GRADE 7 FIREFIGHTER / EMT-B</b>				
<b>HOURLY (2006)</b>	0.043	16.78	18.71	20.64
<b>3.0% COLA added - 4/07</b>	0.030	17.28	19.27	21.26
<b>Projected COLA @ % - 4/08</b>	0.025	17.71	19.75	21.79
<hr/>				
<b>GRADE 8</b>				

<b><i>FIREFIGHTER / EMT-I</i></b>				
HOURLY (2006)	0.043	17.60	19.63	21.65
3.0% COLA added – 4/07	0.030	18.13	20.22	22.30
Projected COLA @ % - 4/08	0.025	18.58	20.73	22.86
-----				
<b>GRADE 9 <i>FIREFIGHTER / PARAMEDIC</i></b>				
HOURLY (2006)	0.043	18.48	20.61	22.73
3.0% COLA added – 4/07	0.030	19.03	21.23	23.41
Projected COLA @ % - 4/08	0.025	19.51	21.76	24.00
-----				
<b>GRADE 10 <i>FIRE LIEUTENANT</i></b>				
HOURLY (2006)	0.043	19.41	21.64	23.87
3.0% COLA added – 4/07	0.030	19.99	22.29	24.59
Projected COLA @ % - 4/08	0.025	20.49	22.85	25.20
-----				
<b>GRADE 11 <i>FIRE LIEUTENANT / PARAMEDIC</i></b>				
HOURLY (2006)	0.043	20.39	22.73	25.07
3.0% COLA added - 4/07	0.030	21.00	23.41	25.82
Projected COLA @ % - 4/08	0.025	21.53	24.00	26.47
-----				
<b>GRADE 12</b>				
HOURLY (2006)	0.043	21.40	23.86	26.32
3.0% COLA added - 4/07	0.030	22.04	24.58	27.11
Projected COLA @ % - 4/08	0.025	22.59	25.19	27.79
-----				
<b>GRADE 13</b>				
HOURLY (2006)	0.043	22.47	25.05	27.64
3.0% COLA added - 4/07	0.030	23.14	25.80	28.47
Projected COLA @ % - 4/08	0.025	23.72	26.45	29.18
-----				
<b>GRADE 14 HOURLY (2006)</b>				
			26.30	

	0.043	23.60		29.02
<b>3.0% COLA added - 4/07</b>	0.030	24.31	27.09	29.89
<b>Projected COLA @ % - 4/08</b>	0.025	24.92	27.77	30.64
<b>GRADE 15</b>				
<b>HOURLY (2006)</b>	0.043	24.77	27.62	30.47
<b>3.0% COLA added - 4/07</b>	0.030	25.51	28.45	31.38
<b>Projected COLA @ % - 4/08</b>	0.025	26.15	29.16	32.16
<b>GRADE 16</b>				
<b>HOURLY (2006)</b>	0.043	26.03	29.02	32.01
<b>3.0% COLA added - 4/07</b>	0.030	26.81	29.89	32.97
<b>Projected COLA @ % - 4/08</b>	0.025	27.48	30.64	33.79
<b>GRADE 17</b>				
<b>HOURLY (2006)</b>	0.043	27.31	30.44	33.59
<b>3.0% COLA added - 4/07</b>	0.030	28.13	31.35	34.60
<b>Projected COLA @ % - 4/08</b>	0.025	28.83	32.13	35.47
<b>GRADE 18</b>				
<b>HOURLY (2006)</b>	0.043	28.68	31.98	35.27
<b>3.0% COLA added - 4/07</b>	0.030	29.54	32.94	36.33
<b>Projected COLA @ % - 4/08</b>	0.025	30.28	33.76	37.24
<b>GRADE 19</b>				
<b>HOURLY (2006)</b>	0.043	30.11	33.57	37.04
<b>3.0% COLA added - 4/07</b>	0.030	31.01	34.58	38.15
<b>Projected COLA @ % - 4/08</b>	0.025	31.79	35.44	39.10
<b>GRADE 20</b>				
<b>HOURLY (2006)</b>	0.043	31.62	35.26	38.89
<b>3.0% COLA added - 4/07</b>	0.030	32.57	36.32	40.06
<b>Projected COLA @ % - 4/08</b>	0.025	33.38	37.23	41.06

<b>GRADE 21</b>				
<b>HOURLY (2006)</b>	0.043	33.20	37.02	40.83
<b>3.0% COLA added - 4/07</b>	0.030	34.20	38.13	42.05
<b>Projected COLA @ % - 4/08</b>	0.025	35.06	39.08	43.10