

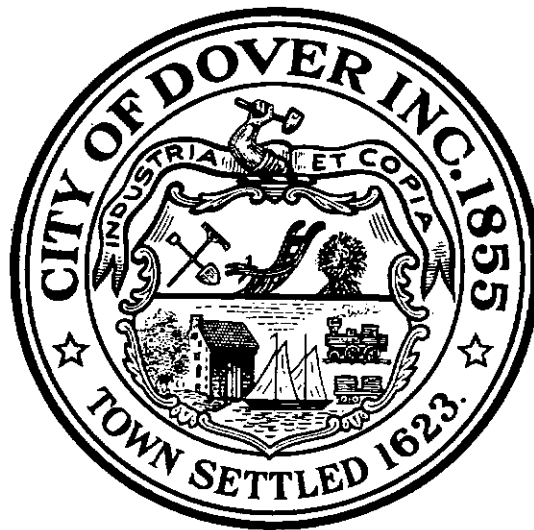
COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL #1312 - IAFF



July 1, 2008 through June 30, 2011

**COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & IAFF**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #1312 - IAFF**

ARTICLE I: INTRODUCTION:

This Agreement is entered into by and between the CITY OF DOVER, NEW HAMPSHIRE, hereinafter referred to as the City, and Local #1312 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the Union. Pursuant to the provisions of the Public employees Labor Relations Act (RSA, Chapter 273-A), the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

ARTICLE II: DEFINITIONS:

- Section 1 **Workweek:** The workweek shall be defined as an average of not more than 42 hours per week in an eight (8) week cycle. Wherever the term "regular workweek" may be used in the contract, this definition shall apply. From time to time, it may be necessary to reassign a firefighter from their assigned shift to another shift. The department will attempt to make shift reassignments at the beginning of the eight-week shift schedules. If departmental needs require, a firefighter may be reassigned during a shift cycle. In such circumstances, it is agreed and understood that the work schedule of the reassigned employee may be adjusted to assure that the employee works at least, but not more than, 336 hours in the eight-week cycle. The employee may be required to work additional hours or be relieved from duty as necessary to maintain 336 hours in the eight-week cycle, with proper notice in the transfer general order. The parties will attempt to coordinate their adjustment of hours. Nothing in this general order shall interfere with a firefighter's ability to work overtime shifts or swaps.
- Section 2 **Member of the Fire & Rescue Department:** For purposes of this Agreement, a member of the Fire & Rescue Department is one who is under the direction of the Fire Chief, either on a temporary or regular basis.
- Section 3 **Regular Uniformed Employee:** For the purposes of this Agreement, a regular uniformed employee shall include all uniformed employees of the Department designated as Firefighter/EMT and Firefighter/Paramedic and shall be further defined as an employee who has:
- a. been appointed to a position in the City of Dover Fire & Rescue Department in accordance with the rules and regulations of the Merit Plan; and,

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- b. as his/her primary means of employment the duties of a uniformed member of the Dover Fire & Rescue Department; and,
 - c. successfully completed the designated probationary period of twelve months; and,
- Section 4 Seniority: There shall be two types of Seniority:
- a. Departmental Seniority: shall relate to the time an employee has been continuously employed by the Department; and
 - b. Classification Seniority: shall relate to the length of time an employee has been employed in a particular grade classification.
- Section 5 Budget Submission Date: for the purposes of this contract, the budget submission date shall be February 15th.
- Section 6 Association and/or Union Representative: shall mean those persons or employees designated by the Association and/or authorized by the Association to represent and/or assist in representing the Association and its members, including but not limited to the Association's elected officers, appointed stewards, officials, and representatives of the International and State Associations and Legal Counsel.

ARTICLE III: RECOGNITION:

The City hereby recognizes the Union as the sole and exclusive representative of Firefighter/EMT and Firefighter/Paramedics of the Dover Fire & Rescue Department, and exclusive of probationary employees and employees of the rank of Lieutenant through Chief. The Union is recognized for the purposes of collective bargaining with respect to wages, fringe benefits, hours of duty, and conditions of employment, and the Union unreservedly accepts and recognizes the necessity of the Fire & Rescue Department to operate within its budget as approved by the City Council of the City of Dover.

ARTICLE IV: DUES DEDUCTION:

The City agrees to deduct, weekly, dues and assessments in the amount certified to be current by the Secretary/Treasurer of the Union, from the pay of all regular uniformed employees who are Union members, and upon receipt of individually-signed authorization for same. Said authorization shall remain in full force and effect until revoked by the employee or upon separation from the Department. The City shall make every reasonable effort to remit by the fifth day of each month the total amount of deductions for the preceding month; said amount to be paid to the Union Treasurer. The Union shall indemnify and save harmless all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting same to the Union pursuant to this ARTICLE.

ARTICLE V: PERSONNEL REDUCTION:

- Section 1 In the event of layoffs in connection with decreasing the work force, and the recall to work of people so laid off, the following consideration shall govern. Skill and ability as determined by reference to the employee's work record, and length of service shall be the determining factors; however, employees shall be laid off by category of seniority. There shall be three (3) seniority categories: probationary, 1 year to 5 years seniority, and over 5 years seniority. In case of layoff, all employees in the lowest seniority category shall be laid off before proceeding to layoff of anyone in a more senior category. Where skill and ability within a category are approximately equal, length of service shall govern. Employees having the same seniority within a category shall draw lots to determine the order of layoff. No new employees shall be hired until all laid off employees have been given the opportunity to be re-hired. Employees who have been laid off will be offered re-employment in the inverse order of layoffs when they are needed again, provided they are physically qualified and possess sufficient training and experience to perform the duties of the available work. The City shall give laid off employees ten (10) days notice of its intention to rehire. The employees shall within ten (10) days period notify the City of their intention to, or not to, return to the employ of the City, and shall report to work no later than fifteen (15) days from receipt of said notice to rehire. If an employee fails to notify the City within the ten (10) calendar day period of his/her intentions to return to work, or fails to report to work within fifteen (15) calendar days from the date of notice, he/she shall be considered permanently severed from the employ of the City. At the time of a layoff the City shall provide all laid off employees with a complete physical examination. At the time of rehire, the City may require a physical examination prior to the employee's return to duty, and it is expressly understood that any employee found physically unfit to return to duty may be refused re-employment and removed from the employment list. The City shall not be obligated to rehire laid off employees who have been laid off for five (5) or more consecutive calendar years, beginning from the date of layoff.
- Section 2 Employees laid off under provisions of this ARTICLE, who at the time of layoff had existing and established work-connected injuries, may not be denied re-employment during the five (5) year call-back period because of these work-connected injuries as existing and established prior to the layoff.
- Section 3 Nothing in this ARTICLE shall limit the ability of the City to provide for a compliment of officers and departmental personnel deemed in the judgment of the Chief necessary for the proper administration of the affairs of the Department and as provided for within the Departmental budget.

ARTICLE VI: EMPLOYEES' RIGHTS:

- Section 1 All regular uniformed employees of the Fire & Rescue Department covered by this contract shall be permitted to join the Union.
- Section 2 The City and the Union agree no employee shall be favored or discriminated against because of the employee's membership or non-membership in the Union. The parties further agree they shall not discriminate against any employee because of race, creed, sex, religion, age, marital status, national or political affiliation.
- Section 3 New Employees: All new employees shall serve a probationary period of twelve (12) months, and shall have no seniority rights during this period. Any employee while in probationary status may be terminated at any time with or without cause. All employees who have successfully completed the probationary period of twelve (12) months, and upon recommendation of the Chief, shall then receive regular uniformed employee status. Thereafter, said probationary period shall be considered part of seniority time. Probationary employees shall be permitted to join the Union.
- Section 4 Any Association member when being reprimanded, shall have the right to the presence of an elected or designated official of the Association.

ARTICLE VII: MANAGEMENT RIGHTS:

The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further all rights which ordinarily vest in and are exercised by public employer's except such as are specifically relinquished in this collective bargaining agreement are reserved to and remain vested in the City. The City retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and City's organization structure, and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the City retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this collective bargaining agreement, or existing applicable statutory law as delineated under NH Revised Statutes Annotated or U.S. Code, so as to continue public control of the City departments. This enumeration of management rights shall not be deemed as to exclude other management rights not specifically enumerated and the City retains solely and exclusively all of its common law, statutory and inherent rights.

ARTICLE VIII: SENIORITY:

Section 1 There shall be established a Seniority List of the regular members of the Fire & Rescue Department, and said list shall be brought up-to-date by the City on or before January 15th of each year. Said list shall immediately be posted on bulletin board in each Fire Station for a period of not less than thirty days, and a copy of same shall be mailed to the Secretary of the Union. This list shall stand approved as posted unless challenged and reported to the Fire Chief on or before the posting period has expired.

Section 2 In matters affecting promotion, demotion, and transfer of employees within the Department, seniority shall govern subject to fitness and ability. The determination of an employee's fitness and ability shall be the sole right and responsibility of the City, as measured against the following consideration:

- a. Has the physical qualification to do the work, as prescribed in Section 21 of the Procedural Memoranda, Administration;
- b. Has experience related to do the job;
- c. Performs the work in the manner required by the City;
- d. Cooperates with supervisors and observes rules and regulations;
- e. Protects the property and interests of the City;
- f. Reports for work promptly and regularly;
- g. Maintains harmonious relations with co-workers;
- h. Has a positive attitude towards advancement and the assumption of additional responsibility.

Notice of examination shall be posted on all Department bulletin boards for a period of thirty (30) days immediately preceding the examination. Said notice shall contain sources of questions asked on the written portion. When a permanent promotion is to be made, the selection shall be from the top three (3) candidates on the established promotional roster.

Section 3 When an employee refuses a permanent promotion in his/her line of progression, he/she forfeits his/her rights to all future promotion, until after all the employees who have bypassed him/her are considered. Upon written request to the City, he/she may be reinstated to his/her proper place in the line of progression behind those who have bypassed him/her.

ARTICLE IX: UNION BUSINESS:

Section 1 No more than two (2) employees as appointed by the union President shall be granted time to perform Union functions including attendance at conventions, conferences, seminars, and State Association meetings without loss of pay, provided Union business does not interfere with the normal operation of the Department. Three (3) members of the negotiation team shall be allowed a reasonable opportunity to meet with the City, or its representatives, during working hours without loss of pay.

Section 2 The Union Officer shall be permitted to perform duties associated with his/her office while on duty provided all of his/her Fire & Rescue

Department duties and assignments are completed and the Union work does not interfere with Department operations.

ARTICLE X: COMPENSATION:

Section 1 Wage Schedule

- 1.1 Effective the beginning of the first full pay period immediately following July 1, 2008, all members of the Union shall receive a cost of living adjustment of zero percent (0%).
- 1.2 Effective the beginning of the first full pay period immediately following, July 1, 2009, all members of the Union shall receive a cost of living adjustment of zero percent (0%).
- 1.3 Effective the beginning of the first full pay period immediately following, July 1, 2010, all members of the Union shall receive a cost of living adjustment subject to negotiations. Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C Step Plan Wage Schedules.

Section 2 Wage Rate Adjustments

During the period of July 1, 2008 through June 30, 2009, and July 1, 2010 through June 30, 2011, all employees shall be eligible to receive a step rate increase on the position anniversary date for their current position. The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix B (for all employees represented in the bargaining unit on May 4, 2006) or Appendix C (for all new employees hired into the department and represented in the bargaining unit after the date of May 4, 2006) as revised per Section 1 above for the employee's position and grade identified in Appendix A.

2.1

- 2.1.1 "Satisfactory completion" shall be defined as not having received an "Unsatisfactory" rating on any portion of the annual performance appraisal.
- 2.1.2 Employees receiving any "Unsatisfactory" ratings and not receiving a step increase under this section shall be eligible to receive a step increase after a period of three-months provided they have achieved ratings of at least "Satisfactory" on a subsequent interim performance appraisal.
- 2.1.3 Any step increase awarded following an unsatisfactory performance rating shall not be applied retroactively.
- 2.1.4 The requirement allowing for a subsequent award of a step increase following an unsatisfactory performance rating shall not supersede nor interfere with any other

form of disciplinary action taken as a result of less than satisfactory performance.

- Section 3 Effective July 1, 1998, the nine most senior Firefighter/EMT's shall have their current position anniversary date established as July 31, 1998. This anniversary date shall remain in effect going forward for the purposes of step progression only under Section 2 above except in instances of promotion, transfer or other action which would otherwise result in a change in the employee's position anniversary date.
- Section 4 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum step rate established for his/her position.
- Section 5 Employees who are enrolled and maintain enrollment in a paramedic program for a period of two (2) months will receive the wage rate assigned to paramedics, provided that if the employee fails to obtain their paramedic certification within two (2) months of their last official classroom session and/or drops out of the program, that employee's salary shall revert to the appropriate firefighter scale until the paramedic certification is obtained. If the employee provides proof that a section needs to be retaken the employee will be granted a one (1) month extension.

ARTICLE XI: CALL BACK PAY:

- Section 1 All off-duty employees who are called back to work and are governed by the terms of this Agreement shall be paid time and one-half. All off-duty employees called back to work shall be paid a minimum of two (2) hours at the call-back rate. The Chief may call employees back to work by, but not limited to, the following means: City issued pager, telephone, Fire & Rescue Department radio, and prearranged audible alarms.
- Section 2 In the event that the Fire Chief or designee requires the recall of off-duty personnel, the officer in charge shall order such recall of an appropriate number of employees following the department standard operating procedure which shall allow for an individual response time of up to 30 minutes to the assigned station.

ARTICLE XII: HOURS OF DUTY:

- Section 1 The hours of scheduled duty shall not exceed a cumulative average of 42 hours per week in any one year other than hours during which members may be summoned or kept on duty because at which time they shall be paid at the rate of time and one half.
- Section 2 It is the intent of the City that the normal duty shifts shall be ten (10) hour days and fourteen (14) hour nights, with the day shift commencing 0800 hours, and the night shift commencing 1800 hours. The Chief, however, at his/her sole discretion, shall not be restricted from the assignment of firefighters for training, declared emergencies, or other special projects or assignments within the normal duty shift, provided that assignments shall not be used for disciplinary purposes.

ARTICLE XIII: ANNUAL VACATIONS:

- Section 1 The City shall grant to members of the Dover Fire & Rescue Department paid annual vacation in each calendar year from date of employment based on the following:
- | | | |
|---------------------------------|---|----------|
| Upon completion of one (1) yr | - | |
| but less than five (5) yrs | | 96 hrs. |
| On fifth (5th) anniversary | - | |
| but less than fifteen (15) yrs | - | 144 hrs. |
| On fifteenth (15) anniversary | - | |
| but less than twenty (20) yrs | - | 192 hrs. |
| On twentieth (20th) anniversary | - | 216 hrs. |
- Section 2 Any vacation time in excess of two consecutive weeks in any calendar year shall be taken at the discretion of the Fire Chief. Provided, further, a maximum of 240 hours vacation time shall be carried forward from one anniversary date into the following anniversary date.
- Section 3 When an employee terminates employment with the Fire & Rescue Department for any reason, said employee shall be compensated for an proportionately accrued vacation time earned.
- Section 4 The selection of vacation dates shall be on a shift basis. The Officer in charge shall grant vacation up to three (3) employees from the same shift the same vacation period provided such scheduling by all employees is for a period of at least one week in duration and further provided said requests are submitted prior to March 15, excepting when specifically approved by the Chief. For requests of less than one week duration and/or submitted after March 15, the Officer in Charge shall grant no more than three (3) employees vacation from the same shift at the same time, excepting when specifically approved by the Fire Chief. In no event shall the application of any combination of the scheduling options provided above result in more than three (3) employees on vacation from the same shift at the same time, excepting when specifically approved by the Fire Chief. In the event of a conflict of dates, departmental seniority shall be the determining factor. In the case of a conflict involving equal seniority, the parties shall draw lots to settle the conflict. In the event of a conflict of dates for two or more consecutive work days, departmental seniority shall be the determining factor. Provided, further, that all vacation requests shall be submitted prior to March 15th of the calendar year in which they are to be taken in order for the above seniority rule to apply. Vacation requests received after March 15th shall be granted on a first come, first served basis. Vacation leave may be denied during prime holiday time if it requires off-duty personnel to fill the vacancy unless the firefighter finds a voluntary substitute to work; such holiday time to mean Thanksgiving, Christmas and New Year's. Thanksgiving is defined as the 24 hours of the holiday, from 0800 hours to 0800 hours the next day. Christmas is defined as December 24th at 1800 hours to 0800 hours on December 26th. New Year's is defined as December 31st at 1800 hours to January 1st at 1800 hours. In order to be considered for approval, all vacation requests

regardless of duration and time of year shall be submitted with a minimum of 24 hours notice. Vacation requests submitted with less than a 24 hour notice may still be approved subject to the discretion of the Fire Chief or designee.

Section 5 In the event that a Firefighter/Paramedic is on leave or absent, he/she may be replaced from the overtime list by a Firefighter/Paramedic to ensure full-time Paramedic-level ambulance coverage. Such overtime shall count as a shift worked on the overtime rotation list. In the event that the City provides additional staffed ambulances, the requirement for one (1) Firefighter/Paramedic to be assigned to each ambulance may be required by the City subject to the terms set forth above.

Section 6 Employees maintaining a minimum of ninety-six (96) hours of accrued vacation shall be eligible to receive a cash lump sum payment to "buy-down" a portion of such accruals in an amount not to exceed the value of one hundred and forty-four (144) vacation hours per fiscal year. To receive an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process. Payment for the eligible "buy-down" shall be made to the employee in a lump sum on the first full pay period of December during the corresponding benefit plan year unless an alternate payment date is agreed upon between the employee and the City. Any vacation buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation accruals awarded at 100%. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the employee.

ARTICLE XIV: LEAVES OF ABSENCE:

Section 1 Military Service

Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one fiscal year, and will have no bearing on annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the Employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the Employee's rank, base pay, and the amount of the Employee's regular weekly pay. If the compensation for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 2 Personal Sickness & Injury Leave

2.1 Eligibility

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- 2.1.1 Each employee will be eligible to up to ten (10) paid excused days per contract year, based on a 12-hour day, for personal illness or injury excepting new hires who must first complete the probationary period. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family.
 - 2.1.2 Any single absence in excess of five regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE XIV, Section 3, Personal Sickness and Accident Disability.
 - 2.1.3 There will be no carry-over of personal sickness and injury days from year to year.
 - 2.1.4 At the discretion of the Fire Chief, a doctor's certificate may be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled workdays.
 - 2.1.5 It is understood that abuse of sick leave may result in discipline.
 - 2.2 Prior carry-over
 - 2.2.1 Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.
 - 2.2.2 Incumbents with such accrual may supplement eligibility limits as provided in 2.1.1 and subject to the provisions of 2.1.4 above as may be needed.
 - 2.2.3 Upon termination incumbents grandfathered under 2.2.1 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable		
NH Retirement Group	-	75%
Layoff	-	75%
Resignation	-	50%
Death Beneficiary:		
* non-job related	-	75%
* job related	-	100%
- Employees having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be

established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee shall be calculated at the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.

- 2.3 Any member who completes one full fiscal year without any use of sick time will be paid the equivalent of two (2) day's pay at their current rate of pay. Any member who completes one full fiscal year with no more than one day of sick time used will be paid one (1) day's pay at their current rate of pay.

Section 3 Personal Sickness and Accident Disability

3.1 Eligibility

- 3.1.1 An employee will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:
- | | |
|-------------------------------|-------------------|
| 6 months but less than 2 yrs: | - 6 wks full pay |
| 2 yrs but less than 5 yrs: | - 12 wks full pay |
| 5 yrs but less than 10 yrs: | - 20 wks full pay |
| 10 yrs but less than 15 yrs: | - 36 wks full pay |
| 15 yrs but less than 20 yrs: | - 48 wks full pay |
| 20 yrs +: | - 52 wks full pay |
- Short term disability payments are calculated using the net of Workers' Compensation benefits provided by an outside employer.
- 3.1.2 An employee having grandfathered sick leave under the provisions of ARTICLE XIV, Section 2, Personal Sickness and Injury Leave, may utilize such accruals to supplement the provisions of 3.1.1 in the event the term of a disability exceeds the Employee's eligibility schedule provided in 3.1.1.
- 3.1.3 Maintaining eligibility for the term of absence will require ongoing evidence that the employee is under the ongoing care of physician and following an approved, recommended treatment program. Reinstatement from a disability absence will require a physician's certificate verifying the Employee's fitness for work.

3.1.4 Second and Third Medical Opinions

- 3.1.4.1 The City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this ARTICLE to see a second physician of the City's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period.
- 3.1.4.2 In the event that there is a difference of opinion between the employee's treating physician and the City's second opinion physician, the City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by City Manager and the designated Union representative to resolve any discrepancy between the treating and second opinion physician.
- 3.1.4.3 The City will rely on the above process in determining eligibility for continued coverage or reinstatement.
- 3.1.4.4 An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be considered as resigned.
- 3.1.4.5 If, after receiving benefits for a medically certified disability absence, an employee returns to full-duty work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than 12 weeks, benefits will not start again until the sixth regularly scheduled workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.
- 3.1.4.6 After 12 weeks back at full-duty work an employee will again be eligible for the full benefit payment schedule as provided for in 3.1.1.
- 3.1.4.7 An employee who is eligible in accordance with the provisions applicable to his/her NHRS group may retire should he/she continue to be disabled

following expiration of benefits provided he/she, if grandfathered under the provisions of ARTICLE XIV, Section 2, Personal Sickness and Injury Leave, has first exhausted all accruals.

3.1.5 Partial Disability

3.1.5.1 In the event that an employee is determined fit to return to work in a limited capacity, whether it is on a full- or part-time basis, the employee shall return to work within the Fire & Rescue Department. This temporary, alternative duty shall commence on the first day of the employee's regular work schedule following the physician's clearance. The employee's work schedule and duties shall be based on their normal work schedule and physician's restrictions as established in 3.1.3 and 3.1.4 above. In the event the physician's work restrictions require the temporary, alternate duty to be on a part-time basis, the benefits shall be determined on a pro rata basis in accordance with the schedule provided in 3.1.1 above. In no case shall the application of full/partial benefits or full-time, temporary, alternative duty extend beyond two times the schedule provided in 3.1.1.

Section 4 Care of Newborn Child (CNC)

4.1 Eligibility

4.1.1 Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within 12 months from the date of birth inclusive of any period of disability, if applicable, associated with delivery.

4.1.1.2 CNC Leave will be without pay but with full service credit and benefits.

4.1.2 An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

- a) the employee will exhaust all vacation time prior to the start of any extended leave; and
- b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and
- c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

4.1.2.1 Any extension of the CNC will be without service credit or benefits.

4.2 Termination

4.2.1 Upon completion of the CNC leave, the employee shall return to work or be considered as having resigned.

4.2.2 In the event that the employee cannot be re-instated to his/her position as a result of a force reduction, he/she will be treated in accordance with the applicable movement of personnel procedures.

4.2.3 An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event an employee applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned.

4.3 Nothing in Sections 4.1 or 4.2 above will preclude an employee from taking such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

Section 5 Bereavement Leave

5.1 A regular employee shall be granted reasonable absence due to death in his/her immediate family with pay based on his/her work schedule not to exceed three (3) working days provided the Employee's term of employment is six (6) months or more at the time such absence begins.

5.2 A regular Employee's immediate family shall be considered as spouse, children of either the employee or spouse; mother, father, brother or sister of either the employee or spouse, grandchildren or grandparents of either the employee or spouse; stepchildren or stepparents of either the employee or spouse.

5.3 An employee may extend bereavement leave by application for and subject to approval of Special Leave.

Section 6 Jury Duty

6.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the Employee's immediate supervisor.

6.2 Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 7 Excused Workdays

7.1 Each employee with a six-months' term of employment on July 1 shall be eligible for three (3) excused workdays during the fiscal year with pay at his/her base. Employees who achieve a six months' term of employment after July 1 but not later than December 31, shall be eligible for two (2) excused workdays during the fiscal year with pay at his/her base rate upon achieving the six months' term of employment.

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- 7.1.1 In all cases, employees with eligibility as specified above must reserve at least one (1) excused workday until December 31 or until the City renders a decision or declaration, whichever is sooner as provided in 7.2 below.
- 7.2 The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st of the preceding year.
 - 7.2.1 An employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated Excused Workday.
- 7.3 In the event an employee is scheduled to work on a designated Excused Workday, he/she shall reschedule in the calendar year or in the event the day cannot be rescheduled due to business conditions shall be paid in lieu of the designated Excused Workday at his/her base rate.
- 7.4 An employee who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same calendar year.
- 7.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Fire Chief.
 - 7.5.1 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same calendar year.
 - 7.5.2 There shall be no payment in lieu of or carry-over from one calendar year to the next of unused non-designated Excused Workdays.

Section 8 Special Leave
Within the reasonable discretion of the City Manager, and subject to such limitations as he/she may impose, an employee may also be granted special leave, without loss of pay, to address unanticipated and exigent matters, including, though not limited to, critical illness or death in the immediate family; subpoenaed testimony for a court, public body, quasi-judicial body or commission and such other situations as the City Manager may consider meritorious within his reasonable discretion. The City Manager shall certify allowance or disallowance of the special leave sought in writing. Special leave shall be supplementary to and shall not be in diminution of sick leave or annual leave.

Section 9 Other leave of absence may be granted with or without pay and/or service credit and/or benefits, at the discretion of the City Manager when the good of the City is benefited.

ARTICLE XV: JOB-RELATED INJURY:

Section 1 An employee out of work due to a job-connected injury shall receive Workers' Compensation: the difference between the amount paid to the employee through Workers' Compensation and the employee's regular salary shall be paid to the employee by the City for the first ninety (90)

calendar day period of said job-connected injury. The City further agrees the first ninety (90) calendar day period of said job connected injury the employee shall be paid the difference between Workers' Compensation and the employee's regular salary through the application of said Workers' Compensation payments to the employee's accrued sick leave, said weekly payments by the City not to exceed the employee's regular rate of pay; provided, after expiration of the first ninety (90) calendar day period of said job-connected injury the department head will at once order a complete physical and/or mental examination of said employee by a registered physician, and if the report of said examination establishes the injury as one which permanently incapacitates said employee, application shall immediately be made for retirement under the provisions of the New Hampshire Retirement Law. The date upon which payments under the New Hampshire Retirement Law commence the City's obligation for payment of accrued sick leave shall end, as set forth under this Section. It is further agreed that if it is determined immediately after the employee is injured, by a registered physician selected by the department head an employee will not be able to return to the Employee's regular duties at any future time, the City shall not be obligated to pay the difference between Workers' Compensation and the Employee's regular salary for the first ninety (90) calendar day period of said job-connected injury in compliance with this Section.

Section 2 A program of temporary alternative duty shall be made available within the Fire & Rescue Department for employees who have sustained work-related disabling injuries. The development of such temporary alternative duty assignments shall conform to New Hampshire law. Any variation to the work schedule required for such temporary alternative duty assignment shall be consistent with a physician's work restrictions. Alternative duty assignments shall be temporary and will be calculated to facilitate the employee's recovery and resumption of his/her normal duties. Participants shall receive their regular pay for actual time worked and will remain eligible for workers' compensation benefits. When working in a temporary alternative duty capacity, the employee shall not receive payment of workers' compensation benefits and wages for hours worked in excess of their regular weekly pay. Employees who work the same work schedule as administrative employees shall be subject to administrative leave policies with respect to inclement weather.

ARTICLE XVI: EXCHANGE OF DUTY:

Section 1 The Officer in charge may grant the request of an employee to exchange work hours and/or shifts, provided:

1. There is no additional cost to the City;
2. Said exchange does not interfere with the normal operations of the Fire & Rescue Department;
3. Said exchange is not used for outside employment.

ARTICLE XVII: LODGING:

- Section 1 The City agrees to provide beds, 1 pillow, 2 pillow cases, 2 fitted sheets, 2 flat sheets, and 1 blanket for each full-time Firefighter. The City further agrees to supply and maintain kitchen utilities and utensils in each Fire Station.
- Section 2 The City agrees to provide a commercial grade extraction style washing machine or standard style washing machine and standard dryer at each station. Style to be the sole discretion of the Fire Chief.

ARTICLE XVIII: EDUCATIONAL INCENTIVES:

- Section 1 The parties to this Agreement hereby acknowledge the importance and benefits of maintaining a well-educated, trained, and capable Fire & Rescue Department.
- Section 2 In accordance with the acknowledgment set forth in Section 1 of this ARTICLE, the Employer agrees to provide the following educational incentives, grandfathered for each regular full-time employee represented in the bargaining unit on May 4, 2006, in addition to an employee's regular salary for employees who attend, or have attended, accredited colleges and studies in the field of firefighting or other related fields. In addition, the City agrees to revise this schedule based on the pending State of NH Fire and EMS certification changes provided that there is no additional cost impact. Employees hired after May 4, 2006, shall be eligible for Career Development and Education incentives as outlined in Sections 3 and 4 of this ARTICLE. All education incentives shall be payable the first full pay period in December as lump sum and shall be non-cumulative within each category listed below (Education, EMS, and Fire):

Education (Grandfathered):

- a) \$117/yr. for the completion of 15 credit hours;
- b) \$234/yr. for the completion of 30 credit hours;
- c) \$468/yr. for the completion of 60 credit hours;
- d) \$812/yr. for the completion of an Associate's degree;
- e) \$1,250/yr. for the completion of a Bachelor's degree;

EMS (Grandfathered):

- f) \$800/yr. for Certified EMT with E.O.A. certification and defibrillation;

Fire (Grandfathered):

- g) \$50/yr. for Certified Level I Firefighter;
- h) \$150/yr for Certified Career Level Firefighter.
- i) \$250/yr. for Certified Level II Firefighter; and
- j) \$350/yr. for Certified Level III Firefighter.

Employees classified as Firefighter/Paramedic - Grade 20 employees shall be ineligible for any of the EMS related incentive payments. Those grandfathered employees shall remain eligible to receive any other listed Education or Fire related incentives. Employees represented by this bargaining unit on May 4, 2006, may opt to forgo grandfathering of education and fire incentives and switch to the career development and

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degree incentives provided to employees hired after May 4, 2006, as outlined in Sections 3 and 4 of this ARTICLE.

Section 3 Employees hired after May 4, 2006, shall be eligible to receive a career development incentive of up to \$1,000 to be calculated and paid annually on the first full pay period in December of each year. Such payment shall be made following the successful completion of a program of study approved by the Fire Chief as part of an individual employee's annual career development program. Such incentive shall be calculated and paid based upon Continuing Education Units (CEU's) or, in the absence of established CEU's, the documented off-duty contact hours associated with each course (which shall exclude time spent for overnight programs) according to the following schedule:

15 hrs but less than 30 hours	\$250
30 hrs but less than 45 hours	\$500
45 hrs but less than 60 hours	\$750
60 hrs or more	\$1,000

Section 4 In addition to the career development incentive provided for in Section 3 of this ARTICLE, educational incentives will be paid for Employees who attend, or have attended, accredited colleges and studies in the field of firefighting or other job related fields. Such payments shall be calculated and paid annually on the first full pay period in December of each year according to the following schedule:

- a) \$812/yr for the completion of an Associate's Degree;
- b) \$1,250/yr for the completion of a Bachelor's Degree;
- c) \$1,500/yr for the completion of a Master's Degree;

Section 5 Professional Time: Up to fifty (50) hours will be granted annually to each employee provided:

- a) Every effort will be made to have no additional cost to the City, but if there is a cost for rehire, it shall be for professional time taken on a first come, first served basis not to exceed \$6,000 of total City cost per year;
- b) It does not interfere with the normal operation of the Fire & Rescue Department;
- c) Courses are approved by the Department.

Professional time may be used for the following:

- a) EMT re-certification;
- b) College courses for attainment of a degree or program related to the fire service;
- c) Fire and/or rescue classes or seminars.

Section 6 Employees shall have the opportunity to receive training on-duty to fulfill refresher requirements as outlined by the National Registry for EMT Basic and EMT Intermediate, with the exception of State of NH written and practical exams. The employees will be responsible for completing certification testing without compensation if scheduled for a time other than when the employee is already working.

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- Section 7 Firefighter/Paramedic employees, when off-duty, shall be compensated for professional time at the rate of one and one half times their normal rate, up to 32 hours, to complete the required Paramedic refresher offered by the Department. It shall be the responsibility of the Firefighter/Paramedic employees to meet all requirements in a manner that ensures that their certification and/or licenses do not lapse.
- Section 8 Employees who are eligible and successfully complete the most recent Lieutenant promotional exam shall receive an annual incentive of \$300 provided they remain on the promotional roster and participate in any on duty mentoring program the department has in place. Such payment shall be paid annually on the first full pay period in December of each year.

ARTICLE XIX: PARKING:

- Section 1 The City shall reserve without cost to on-duty employees sixteen (16) parking spaces in the Fire Station parking lot for on-duty personnel, excepting those reserved for official Fire & Rescue Department vehicles.

ARTICLE XX: WORKING OUT OF CLASSIFICATION:

- Section 1 Any employee required to serve in the capacity of a position which is compensated at a higher rate of pay for more than three hours, shall be compensated at a higher rate of pay while so serving; any employee required to serve in the capacity of a position which is compensated at a lower rate of pay shall receive the compensation for the permanent position that employee actually holds.

ARTICLE XXI: CLOTHING ALLOWANCE:

- Section 1 Allowance is not intended to apply toward the original purchase and replacement of specialized protective clothing. Each regular uniformed employee shall be allowed a clothing allowance of up to \$175 per fiscal year for maintenance of uniforms and replacement of socks, insignias, badges and belt unless the style is changed; then the above would be issued by the City. The City shall be responsible for the following initial issue:
- a. 2 Mock Turtle Neck Shirts
 - b. 4 Polo Shirts
 - c. 4 Trousers
 - d. 1 Belt
 - e. 4 T-shirts
 - f. 2 Job Shirts
 - g. 2 PT Shorts
 - h. 4 PT T-shirts
 - i. 1 Set Sweat Suit
 - j. 1 Pair Sneakers
 - k. 1 Pair Leather Work Gloves
 - l. 1 Work Coat
 - m. 1 Set Rain Gear

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- n. 1 Set Class A Uniform
 - 1. 1 Hat and Badge
 - 2. 1 Overcoat
 - 3. 1 Suit Jacket
 - 4. 1 Pants
 - 5. 1 White Long Sleeve Shirt
 - 6. 1 Black Tie
 - 7. 1 Set White Gloves
 - 8. 1 Set CD FD Hardware
 - 9. 2 Badges
 - 10.1 Set Collar Brass
 - 11.2 Name Tags
 - 12.1 Black Badge Band
- o. 2 Accountability Tags
- p. 1 Department ID

- Section 2 The City agrees that it shall continue to make reasonable efforts to comply with NFPA recommended standards in the issuance and replacement of uniforms as provided in this ARTICLE.
- Section 3 The City shall provide an allowance of \$50 per year to be applied towards the purchase of station boots from a designated City vendor. Employees will have the ability to accrue and carry forward any unspent allowance up to a maximum of \$150. Exceptions to the City designated vendor may be allowed at the discretion of the Fire Chief.
- Section 4 Upon a classification change the member is allowed to keep their old badges, collar brass, and fire helmet shield.

ARTICLE XXII: ABSENCES AND DISCIPLINE:

- Section 1 Employees not expecting to work because of emergencies or because of other excusable absences must notify the Officer in Charge of the tour of duty at least one hour before scheduled to report to work, unless the employee is precluded from such notification for justifiable reasons as may be acceptable to the City.
- Section 2 The parties agree that causes for dismissal, without first discussing the matter with the Union, shall be the following:
 - 1) Theft or dishonesty.
 - 2) Immoral conduct.
 - 3) Falsification of records.
 - 4) Giving or taking a bribe of any nature as an inducement to obtaining work or retaining a position.
 - 5) Unprovoked assault on the employer or another employee.
 - 6) Negligence of or willful damage to public property.
 - 7) The use or attempt to use one's authority or official influence to control or modify the political action of any person or engaging in any form of political activity during working hours.

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- Section 3 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
- Section 4 All suspensions and discharge must be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within twenty-four (24) hours of verbal notification. This provision shall not apply to probationary employees.
- Section 5 In the event the City determines that circumstances warrant, it may issue a "paper suspension" in lieu of an actual suspension. In such case, the City will specify the amount of time off that would have applied but the employee shall lose no time or pay as the result of such action. The City and the Union agree that a "paper suspension" shall carry precisely the same impact as an actual suspension with regard to progressive discipline. The parties also agree that the granting or failure to grant a "paper suspension" in lieu of an actual suspension shall not constitute a precedent with regard to any other case. In the event the Union wishes to challenge the imposition of a "paper suspension", it may do so in accordance with the provisions of ARTICLE XXX: GRIEVANCE PROCEDURE.
- Section 6 Disciplinary actions will normally be taken in the following order:
a) A documented verbal warning or counseling
b) Written warning
c) Suspension without pay or demotion
d) Discharge
However, the above sequence need not be followed if an infraction is sufficiently severe to merit a progressively higher level of discipline.
- Section 7 No employee shall be penalized, disciplined, suspended or discharged without just cause.
- Section 8 The personnel record of an employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions committed during the intervening period.
- Section 9 The personnel record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.
- Section 10 Employees shall have the opportunity to have his/her Union representative at any meeting with Management regarding Disciplinary Procedures at his/her request.
- Section 11 A written reprimand shall not be placed in a member's personnel file unless the employee is first given the opportunity to receive a copy of the reprimand.
- Section 12 Any disciplinary action taken against an employee shall be taken within fifteen (15) workdays of the time the incident occurred or the time which the Chief has knowledge of the existence of the incident.

ARTICLE XXIII: PROTECTION OF EQUIPMENT & PROPERTY:

- Section 1 Employees of the Fire & Rescue Department shall be responsible for the proper use of fire equipment; and only members of the Fire & Rescue Department may operate Fire & Rescue Department apparatus and make use of equipment and apparatus belonging to said Department in case of fire calls when qualified Dover Fire & Rescue Department regular uniformed employees are available.
- Section 2 The Union recognizes that continued employment at a fair wage can continue only as long as a high level of productivity is maintained. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union undertakes to encourage its members in the attainment of this objective. This can only be done by good care of tools and equipment, a minimum amount of time wasted, and careful and economical use of supplies, including water, steam, and electricity.

ARTICLE XXIV: HOLIDAYS:

- Section 1 All bargaining unit employees shall receive an amount equivalent to their regular daily pay for the following holidays, and any other day proclaimed as a holiday by the City Manager:
- New Year's Day
 - Civil Rights/Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
- Section 2 Holidays which fall on a Sunday will be observed on the following Monday and holidays which fall on a Saturday will be observed on the preceding Friday.
- Section 3 Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly scheduled shifts immediately prior to and immediately following the designated holiday.
- Section 4 Payments for holidays shall normally be made in the pay period in which the holiday occurs.

ARTICLE XXV: OUTSIDE DETAILS:

- Section 1 For work assigned through the Fire & Rescue Department, but not paid for out of the City budget, employees shall be compensated at their normal overtime rate.

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Section 2 The City agrees to cooperate in the assignment of outside work details for other communities in the mutual aid district provided such assignments do not negatively impact departmental operations or cause the City to incur any unreimbursed cost or liability.

ARTICLE XXVI: INSURANCE:

Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time employees consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other additional or supplemental insurance plans and benefit offerings.

Section 2 An employee may continue to choose their own health plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. The City will pay for each regular full-time employee eighty percent (80%) of the health insurance premium for single, two-person or family coverage of the plan chosen by the employee. An employee will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 3 Employees opting for the lowest cost health plans will have the insurance cost share for eligible coverage level capped at a maximum of 10% of base annual salary (to be calculated based upon hours worked per week x 52 weeks x base rate in effect on the first full pay period following July 1st of each plan year.)

Section 4 The City will pay the monthly dental insurance premium for each regular full-time employee up to an amount equal to the two person base coverage premium. An employee may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. An employee will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 5 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they show satisfactory proof of coverage in a non-City or non-Dover School health and/or dental insurance plan. Regular full-time employees having alternative non-City or non-School health and/or dental insurance coverage and electing to forgo the City insurance plans may receive cash payment in the amount equal to fifty percent (50%) of the City's greatest avoided cost.

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period.

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The cash payment shall be made in weekly installments during the corresponding benefit plan year.

Section 6 Life Insurance: The City agrees to provide employees term life insurance in the amount equal to the next even \$1,000 of his/her salary with double indemnity in a job-related accident.

Section 7 457 Matching Incentive Program and Retired Employee Health Insurance Coverage.

Paid health insurance coverage for employees retired with a minimum of 20 years service shall be grandfathered and will continue to be provided for those employees active on or before July 1, 1999 per the terms and conditions indicated below. All new employees hired after July 1, 1999 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 10% matching City contribution capped at \$1000/year per employee. Current employees eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program and receiving a 50% matching City contribution capped at \$1000/year per employee.

7.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the monthly health insurance premium up to an amount equal to that paid for active members of the bargaining unit for a retiree with twenty years continuous employment with the City. This retiree health benefit shall be limited to the group health insurance benefit plan available to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an amount equal to the premium paid by the City for such retired employee when coverage was available.

7.1.1 Following retirement, an employee must file for a reduction in coverage due to a change in family/marital status. In no event shall a retired employee be permitted to opt for increased membership coverage.

7.1.2 The retired employee shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired employee.

Section 8 Acts of Omission

If any claim is made or any civil action is commenced against a present or former employee, seeking equitable relief or claiming damages for the negligent or wrongful acts of said employee, the City shall defray all the costs of representing and defending the said employee with respect to such action or claim throughout such action providing that said acts were not wanton or reckless. In cases or actions made applicable under this

provision, the City shall also protect, indemnify, and hold harmless such said employee from any costs, damages, awards, judgments, or settlements arising from said claim or action.

Section 9 A Health Care Committee shall be activated to identify plan design changes to reduce plan premium costs by the end of Year 1 of this Agreement. Implementation of recommended changes are subject to City Manager approval and Union Ratification.

ARTICLE XXVII: LONGEVITY:

Section 1 Effective July 1, 1998, an annual longevity bonus shall be paid to each employee for completion of each year of continuous service with the City according to the following non-cumulative schedule:

- | | |
|---|---------|
| a) five (5) years up to ten (10) years | \$400 |
| b) ten (10) years up to fifteen (15) years | \$800 |
| c) fifteen (15) years up to twenty (20) years | \$1,200 |
| d) twenty (20) years or more | \$1,600 |

Section 2 Longevity bonus payments for all employees shall be calculated and paid annually on the first full pay period in December of each year. However, longevity bonus payments shall be pro-rated and paid upon an employee's regular service or disability retirement.

ARTICLE XXVIII: ADMINISTRATIVE CORRESPONDENCE & CONSULTATION:

Section 1 Administrative Officials shall answer any correspondence concerning the conditions of employment of Union employees in writing within ten (10) business days from receipt of said correspondence. The Union shall answer in writing any correspondence from the administrative officials concerning employment matters within ten (10) business days from the date such correspondence is received.

Section 2 Representatives of the Union may meet with the Chief or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged by the Union and the Chief no less than five (5) days before the schedule date of the meeting. Nothing contained herein shall prevent the Chief or his designee and the Union from meeting on a more frequent basis by mutual agreement.

Section 3 Nothing contained herein shall prevent the Union from consulting with the Chief or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE XXIX: PHYSICAL FITNESS:

Section 1 The City shall provide prescribed equipment necessary for firefighters to perform their exercises.

Section 2 The City shall provide running shoes, P.T. shorts, t-shirts, and sweatsuit, as outlined in Article XXI. Subject to the following limitations the Department shall reimburse, upon presentation of a receipt, up to \$75 for the purchase of sneakers/running shoes. The clothing allowance is not

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- intended to apply towards the original purchase or replacement of these clothing items.
- Section 3 Any employee may be excused from participation for a justifiable medical reason providing the shift officer and/or Chief grants permission. This will be done on a day-to-day basis.
- Section 4 An ad hoc committee consisting of two (2) members elected by the Union, two (2) members selected by the Fire Chief, and the City Manager or designee to be chairperson shall review and implement alternative physical fitness programming to promote a safe and efficient physical fitness program.
- Section 5 Employees shall be permitted to participate in on-duty stop smoking programs provided by the City.
- Section 6 As a condition of employment, each employee shall maintain a standard of physical fitness acceptable to the City. Such fitness requirements shall be job-related and shall be determined by a certified medical physician at the expense of the employee. Each employee shall submit a fit for duty verification based on the schedule and medical requirements outlined in the IAFF/IAFC Fire Service Joint Labor Management –Fitness Initiative, Second Edition by July 1st of each year. Each employee shall participate in physical fitness and an annual fitness evaluation. This evaluation shall be conducted by a certified peer fitness coordinator or a qualified fitness trainer.
- Section 7 Employees and immediate dependent family members (those family members age 18 and under still residing at home) of the Fire & Rescue Department shall receive upon request a pass to use City owned and operated recreational facilities at no cost during scheduled open recreational times. This provision shall not include free registration or admittance to recreational events or programs.

ARTICLE XXX: JOINT SAFETY & HEALTH PROGRAM:

- Section 1 The Employer and the Union shall each appoint two members to the Department Safety and Health Committee. This Committee shall meet once every month and discuss safety and health conditions.
- Section 2 Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire & Rescue Department.
- Section 3 This Committee will be guided, but not limited to, the following principles:
- a) Make immediate and detailed investigation into each accident, death or injury to determine the causes.
 - b) Inspect the Fire & Rescue Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.
 - c) Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.

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- d) Make periodic inspections of the Fire & Rescue Department facilities but not less frequently than once a month.
- e) Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for correction of hazardous conditions.

Section 4 The City agrees to provide emergency transportation to Wentworth-Douglass Hospital by ambulance for Fire & Rescue Department employees who are injured or have an illness of sufficient severity to require special transportation. Said transportation will be at no cost to the employee and must be within the city limits of Dover.

ARTICLE XXXI: NON-INTERFERENCE BY CITY OR UNION:

Section 1 The City agrees not to interfere with, restrain, coerce, or discriminate against any of its employees because of membership in the Union. Likewise, neither the Union nor its agents shall interfere with, restrain, or coerce employees into Union membership. Nor shall they solicit membership or dues or engage in other activities on City time in such manner that will interfere with normal production methods of the City.

ARTICLE XXXII: GRIEVANCE PROCEDURE:

Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more employees covered by the collective bargaining agreement.

Section 2 Step 1. An employee having a grievance is encouraged to discuss the matter informally with the employee's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter.

Section 3 Step 2. If the aggrieved employee or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done within fifteen (15) calendar days from the date the employee could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within fifteen (15) calendar days of receiving the written grievance. The department head or employee may require that a grievance hearing be conducted prior to the issuance of a decision.

Section 4 Step 3. If the aggrieved employee or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to the City Manager stating those specific sections of the contract which have been violated and the basis of the appeal of the department head's decision. Filing of the appeal with the City Manager shall be done within fifteen (15) calendar days of receipt of the written decision from the department head. The City

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- Manager or a designated representative shall conduct a grievance hearing and shall render a decision within fifteen (15) calendar days from receipt of the written appeal.
- Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to the NH Public Employee Labor Relations Board to submit the names of prospective arbitrators to the parties. The parties shall then select an arbitrator under the Board's rules and request the Board to appoint the arbitrator to resolve the grievance. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- Section 7 The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.
- Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.
- Section 9 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred at the discretion of the arbitrator.

ARTICLE XXXIII: ASSOCIATION EQUIPMENT:

- Section 1 The Firefighters' Association shall have the right to post on bulletin boards located in the Central Fire Station and Substations, notices concerning Association business and employee affairs. The Association agrees that it shall not cause or permit the posting of any matter which does not concern Firefighters' Association business or employee affairs and which are political or controversial in nature or which may interfere with the normal operation of the Department.
- Section 2 The City agrees to provide space for two (2) file cabinets for use in storage of Union correspondence and files in the EMT bunk room of the Central Fire Station, as long as the presence of such files does not create a situation where Union work is being conducted on City time, or the existence of the files creates a physical hazard.

ARTICLE XXXIV: RESIDENCY:

In order to maintain an effective recall policy and adequate fire protection to the City of Dover and still maintain a fair and equitable requirement for the personnel, the following policy shall be instituted immediately:

It is preferred that all personnel live within the jurisdictional boundaries of the City of Dover; however, personnel are permitted to live in any of the following communities: Barrington, Berwick, Dover, Durham, Elliot, Kittery, Lee, Madbury, Newington, Newmarket, North Berwick, Nottingham, Portsmouth, Rochester, Rollinsford, Somersworth, South Berwick, York.

ARTICLE XXXV: SPECIALIST ASSIGNMENTS:

Section 1 SCBA Technicians:

- 1.1 Effective July 1, 1998, the City will provide an incentive payment of \$300 annually for one (1) supervisor of SCBA technicians and \$100 annually for up to three (3) SCBA Technicians. Upon acceptable performance, such incentive payment shall be calculated and paid the first full pay period each December.
- 1.2 The City will allocate up to \$200 in educational moneys for the department's SCBA program. The SCBA Specialist assignments shall not inhibit or relieve the responsibility of other personnel to perform routine checks and maintenance as assigned.

Section 2 Seacoast Tactical Assistance Response Team (START):

- 2.1 At the sole discretion of the City, a specialized Seacoast Tactical Assistance Response Team (START) may be formed. Up to a maximum of twelve (12) employees shall be selected to participate on this team. Selection of participating employees shall be from the top fifteen (15) eligible candidates as determined by a competitive process which shall include the following components and related score weights:
 - a) Evaluation score 50% - as determined from the last two evaluations averaged together;
 - b) Written exam score 50% - as determined from score on qualifying annual written exam upon which an employee must receive a minimum passing score of 70%. The test date for such exam shall be posted thirty (30) days in advance to allow for studying;
 - c) Physical Fitness Pass/Fail – as determined by the last department physical fitness exam.
 - d) Seniority points shall be credited as outlined in departmental regulations.
- 2.2 Specialized training for members of the START shall be provided on a voluntary basis and shall not be compensated with the exception of training provided during regularly scheduled work hours and an incentive payment as specified in Section 3 below.
- 2.3 Employees selected as members of the START shall receive a \$900 per year incentive payment for participation. Other members of the Department who obtain the appropriate certification shall receive \$450 per year incentive payment for participation. If a member is selected as a START Team Leader, the Leader shall receive an additional \$200 incentive payment. The incentive

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payment shall be made the first full pay period in December upon successful completion of each year of continued participation.

2.3.2 Continued participation shall be subject to medical clearance exams, sustained physical fitness, sufficient availability and return for emergency call-backs, and satisfactory completion of required training programs.

2.3.3 A member of the START may voluntarily leave the team after the first six months of participation, however, they will not receive the incentive payment for that year.

2.4 The formation and training of a specialized Seacoast Tactical Assistance Response Team shall not inhibit the continued training and/or assignment of employees other than team members to support or ancillary roles in addressing hazardous materials incidents.

Section 3 Engineers:

3.1 Effective July 1, 2002, the City will provide an incentive payment of \$800 annually for a minimum of 12 employees designated as Engineer. Such incentive payment shall be made the first full pay period in December upon successful completion of each year of designation as an Engineer.

3.2 Employees to be designated as Engineer shall be selected by competitive examination and are required to have a minimum of three (3) years service in the City of Dover Fire & Rescue and maintain NH certification as Pump/Aerial Driver/Operator as well as successfully complete a minimum of 16 hours of training to be provided annually by the City.

3.2.1 For examination purposes related to the Engineer designation, employees shall be awarded ½ point for each year of service up to a maximum of 10 points.

3.2.2 The Fire Chief shall select an employee to be designated as Engineer from those receiving the three (3) highest examination scores.

3.3 The designation of Engineers shall not inhibit the continued training and/or assignment of any employee, including Engineers, to operate or maintain vehicles or apparatus assigned to the Fire & Rescue Department.

Section 4 Fire Investigation Team

At the sole discretion of the City, a specialized Fire Investigation Team may be formed. Up to six (6) employees shall be selected to participate on this team, at least one being a Chief Officer. Initial selection of the team shall be based on department classification seniority. Civilian and/or law enforcement may be added to the team at the sole discretion of the Fire Chief.

Employees selected as members of the team shall receive \$500 per year incentive for participation provided they have met the educational requirements and are an active member of the team,

The initial team shall participate in a two (2) day / sixteen (16) hour training program. After the initial first year of training, each member must complete eight (8) hours of related continuing education annually. Continuing education hours will be paid at the employee's overtime rate, if not on duty. The program must be approved by the Fire Chief.

Team members who have completed the Comprehensive Fire Investigative course offered by the Institute of Fire Safety, the National Fire Academy course on Fire and Arson Investigation, or other comparable program shall receive a one time incentive of \$500.

Following the initial selection of the team there shall be a minimum prerequisite for all new members. The prerequisite shall consist of the Comprehensive Fire Investigative course offered by the Institute of Fire Safety, the National Fire Academy course on Fire and Arson Investigation, or other comparable program as approved by the Fire Chief.

Those members having met the minimum requirements will be eligible to be called back to duty and will assume the investigative functions as requested by the department. This annual incentive shall be paid on the first full pay period of December.

ARTICLE XXXVI: SAVINGS CLAUSE:

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

ARTICLE XXXVII: APPENDICES & AMENDMENTS:

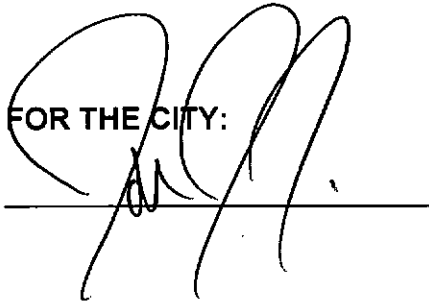
All appendices and amendments to this Agreement will be lettered, dated, and signed by the parties to this Agreement, and shall be subject to all the provisions of this Agreement.

ARTICLE XXXVIII: DURATION OF THE AGREEMENT:


Section 1 This Agreement shall be in full force and effect commencing July 1, 2008 and shall continue in full force and effect until June 30, 2011 and then from year to year unless otherwise provided in any section thereof, or written notice of desire to cancel, modify, or terminate the Agreement is served on either party upon the other more than sixty (60) but not more than one hundred and fifty (150) days prior to the budget adoption date.

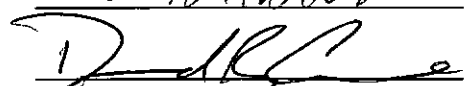
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Section 2 Notwithstanding the provisions set forth above, either party may notify the other party of its desire to renegotiate the terms of Article 10, Section 1 not earlier than January 10, 2010 nor later than February 10, 2010. Upon notice, the Parties shall agree upon a mutually acceptable date to commence negotiations.

FOR THE CITY:


FOR THE UNION:



Jennifer Morgan
Mark Rutherford


David Hamer

Signature Date: 10/7/09

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Appendix A

<u>Position</u>	<u>IAFF Grade</u>
Firefighter/EMT	17
Firefighter/EMT-I	18
Firefighter/Paramedic	20

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Appendix B

Appendix B (Employees active as of May 4, 2006)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	7.42	7.76	8.10	8.47	8.85	9.25	9.67	10.10	10.20	10.30	10.40	10.51
2	7.79	8.14	8.51	8.89	9.30	9.70	10.15	10.61	10.71	10.82	10.93	11.04
3	8.18	8.54	8.93	9.34	9.75	10.20	10.66	11.14	11.25	11.36	11.48	11.59
4	8.59	8.98	9.39	9.81	10.25	10.71	11.19	11.68	11.80	11.92	12.04	12.16
5	9.02	9.42	9.86	10.29	10.76	11.24	11.75	12.27	12.39	12.52	12.64	12.77
6	9.48	9.89	10.34	10.81	11.29	11.80	12.33	12.89	13.02	13.15	13.28	13.42
7	9.94	10.39	10.86	11.34	11.86	12.40	12.96	13.53	13.66	13.80	13.94	14.08
8	10.44	10.91	11.41	11.91	12.45	13.01	13.60	14.21	14.35	14.50	14.64	14.79
9	10.96	11.46	11.98	12.51	13.07	13.67	14.28	14.92	15.07	15.22	15.38	15.53
10	11.51	12.03	12.57	13.13	13.73	14.34	14.99	15.66	15.82	15.98	16.14	16.30
11	12.09	12.64	13.20	13.79	14.42	15.06	15.74	16.45	16.61	16.78	16.95	17.12
12	12.69	13.26	13.86	14.48	15.14	15.81	16.52	17.27	17.45	17.62	17.80	17.97
13	13.32	13.92	14.56	15.20	15.89	16.61	17.35	18.14	18.32	18.50	18.69	18.87
14	14.00	14.62	15.28	15.97	16.69	17.44	18.23	19.04	19.23	19.42	19.62	19.81
15	14.70	15.36	16.04	16.77	17.51	18.31	19.13	19.99	20.19	20.39	20.60	20.80
16	15.43	16.12	16.84	17.60	18.39	19.23	20.09	20.99	21.20	21.42	21.63	21.85
17	16.19	16.93	17.69	18.48	19.32	20.18	21.10	22.05	22.27	22.49	22.72	22.94
18	17.01	17.77	18.57	19.41	20.28	21.20	22.15	23.14	23.37	23.61	23.84	24.08
19	17.86	18.66	19.50	20.39	21.30	22.25	23.26	24.30	24.54	24.79	25.03	25.28
20	18.75	19.60	20.47	21.40	22.37	23.37	24.42	25.52	25.77	26.03	26.29	26.55
21	19.69	20.58	21.50	22.47	23.48	24.54	25.64	26.80	27.07	27.34	27.61	27.89
22	20.68	21.60	22.57	23.59	24.65	25.76	26.93	28.13	28.41	28.70	28.99	29.28
23	21.71	22.68	23.70	24.77	25.88	27.05	28.27	29.54	29.84	30.14	30.44	30.74
24	22.80	23.81	24.89	26.01	27.18	28.40	29.68	31.02	31.33	31.64	31.96	32.28
25	23.93	25.01	26.14	27.31	28.54	29.82	31.17	32.57	32.89	33.22	33.55	33.89
26	25.12	26.27	27.45	28.68	29.96	31.32	32.72	34.19	34.53	34.88	35.23	35.58
27	26.38	27.57	28.82	30.11	31.46	32.88	34.36	35.91	36.26	36.63	36.99	37.36
28	27.70	28.95	30.25	31.61	33.04	34.52	36.08	37.70	38.07	38.45	38.84	39.23
29	29.09	30.39	31.77	33.20	34.69	36.25	37.89	39.59	39.98	40.38	40.79	41.20
30	30.55	31.92	33.35	34.85	36.43	38.07	39.78	41.57	41.99	42.41	42.83	43.26
31	32.07	33.52	35.02	36.60	38.25	39.97	41.77	43.65	44.08	44.52	44.97	45.42
32	33.68	35.19	36.78	38.43	40.16	41.97	43.86	45.83	46.29	46.75	47.22	47.69
33	35.36	36.95	38.62	40.35	42.17	44.07	46.05	48.12	48.60	49.09	49.58	50.08
34	37.13	38.80	40.55	42.37	44.28	46.27	48.35	50.53	51.03	51.54	52.06	52.58
35	38.99	40.74	42.57	44.49	46.49	48.58	50.77	53.05	53.58	54.12	54.66	55.21
36	40.93	42.78	44.70	46.71	48.82	51.01	53.31	55.71	56.26	56.83	57.39	57.97
37	42.98	44.92	46.94	49.05	51.26	53.56	55.97	58.49	59.08	59.67	60.26	60.87
38	45.13	47.16	49.28	51.50	53.82	56.24	58.77	61.42	62.03	62.65	63.28	63.91
39	47.39	49.52	51.75	54.08	56.51	59.05	61.71	64.49	65.13	65.78	66.44	67.11
40	49.76	52.00	54.34	56.78	59.34	62.01	64.80	67.71	68.39	69.07	69.76	70.46

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Appendix C

Appendix C (Employees hired into City after May 4, 2006)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	7.42	7.62	7.83	8.04	8.48	8.71	8.95	9.19	9.44	9.96	10.23	10.51
2	7.79	8.00	8.22	8.44	8.90	9.15	9.40	9.65	9.91	10.46	10.74	11.04
3	8.18	8.40	8.63	8.86	9.35	9.61	9.87	10.14	10.41	10.99	11.28	11.59
4	8.59	8.82	9.06	9.30	9.82	10.08	10.36	10.64	10.92	11.53	11.84	12.16
5	9.02	9.26	9.51	9.77	10.31	10.59	10.87	11.17	11.47	12.10	12.43	12.77
6	9.48	9.73	10.00	10.27	10.83	11.12	11.43	11.74	12.05	12.72	13.06	13.42
7	9.94	10.21	10.49	10.77	11.37	11.67	11.99	12.31	12.65	13.34	13.70	14.08
8	10.44	10.72	11.01	11.31	11.94	12.26	12.59	12.94	13.29	14.02	14.40	14.79
9	10.96	11.26	11.56	11.88	12.53	12.87	13.22	13.58	13.95	14.72	15.12	15.53
10	11.51	11.82	12.14	12.47	13.15	13.51	13.88	14.25	14.64	15.45	15.86	16.30
11	12.09	12.42	12.76	13.10	13.82	14.19	14.58	14.97	15.38	16.22	16.66	17.12
12	12.69	13.03	13.39	13.75	14.51	14.90	15.31	15.72	16.15	17.04	17.50	17.97
13	13.32	13.69	14.06	14.44	15.23	15.65	16.07	16.51	16.96	17.89	18.37	18.87
14	14.00	14.38	14.76	15.16	16.00	16.43	16.88	17.33	17.80	18.78	19.29	19.81
15	14.70	15.09	15.50	15.92	16.80	17.25	17.72	18.20	18.69	19.72	20.25	20.80
16	15.43	15.85	16.28	16.72	17.64	18.12	18.61	19.11	19.63	20.71	21.27	21.85
17	16.19	16.63	17.09	17.55	18.52	19.02	19.54	20.07	20.61	21.75	22.34	22.94
18	17.01	17.47	17.94	18.43	19.44	19.97	20.51	21.06	21.64	22.82	23.44	24.08
19	17.86	18.34	18.84	19.35	20.41	20.97	21.53	22.12	22.72	23.96	24.61	25.28
20	18.75	19.26	19.78	20.31	21.43	22.01	22.61	23.22	23.85	25.17	25.85	26.55
21	19.69	20.22	20.77	21.33	22.51	23.12	23.75	24.39	25.05	26.43	27.15	27.89
22	20.68	21.24	21.81	22.40	23.63	24.28	24.93	25.61	26.30	27.75	28.50	29.28
23	21.71	22.30	22.90	23.52	24.81	25.49	26.18	26.89	27.62	29.14	29.93	30.74
24	22.80	23.42	24.05	24.70	26.06	26.76	27.49	28.23	29.00	30.59	31.42	32.28
25	23.93	24.58	25.24	25.93	27.35	28.10	28.86	29.64	30.45	32.12	32.99	33.89
26	25.12	25.80	26.50	27.22	28.72	29.50	30.30	31.12	31.97	33.72	34.64	35.58
27	26.38	27.10	27.83	28.59	30.16	30.98	31.82	32.68	33.57	35.41	36.38	37.36
28	27.70	28.45	29.22	30.02	31.67	32.52	33.41	34.31	35.24	37.18	38.19	39.23
29	29.09	29.87	30.69	31.52	33.25	34.15	35.08	36.03	37.01	39.05	40.11	41.20
30	30.55	31.37	32.23	33.10	34.92	35.87	36.84	37.84	38.86	41.00	42.11	43.26
31	32.07	32.94	33.84	34.75	36.66	37.66	38.68	39.73	40.81	43.05	44.22	45.42
32	33.68	34.59	35.53	36.49	38.50	39.54	40.61	41.72	42.85	45.20	46.43	47.69
33	35.36	36.32	37.30	38.32	40.42	41.52	42.65	43.80	44.99	47.46	48.75	50.08
34	37.13	38.14	39.17	40.23	42.44	43.60	44.78	45.99	47.24	49.84	51.19	52.58
35	38.99	40.04	41.13	42.24	44.57	45.77	47.02	48.29	49.60	52.33	53.75	55.21
36	40.93	42.04	43.18	44.36	46.79	48.06	49.37	50.71	52.08	54.94	56.43	57.97
37	42.98	44.15	45.34	46.57	49.13	50.47	51.84	53.24	54.69	57.69	59.26	60.87
38	45.13	46.35	47.61	48.90	51.59	52.99	54.43	55.90	57.42	60.58	62.22	63.91
39	47.39	48.67	49.99	51.35	54.17	55.64	57.15	58.70	60.29	63.60	65.33	67.11
40	49.76	51.11	52.49	53.92	56.88	58.42	60.01	61.63	63.30	66.78	68.60	70.46

MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – IAFF Local 1312

The City of Dover, NH and IAFF Local #1312 having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2008 through June 30, 2011 are further agreed that:

During the period July 1, 2008 through June 30, 2009, a retirement incentive shall be provided for those employees who voluntarily retire per the service retirement provisions of the NH Retirement System. Such incentive shall require the City to increase the pay out percent for grandfathered accrued sick leave as specified in Article XIV: Leaves of Absence, Section 2.2.3 of the collective bargaining agreement from 75% to 100%.

Employees who commit in writing to a service retirement during the July 1, 2008 through June 30, 2009 period can buyout up to 50% in a lump sum of their grandfathered accrued sick leave for the 2008 tax year provided such commitment, election and payment is made prior to December 31, 2008.

During the period July 1, 2009 through June 30, 2010, a retirement incentive shall be provided for those employees who voluntarily retire per the service retirement provisions of the NH Retirement System. Such incentive shall require the City to increase the pay out percent for grandfathered accrued sick leave as specified in Article XIV: Leaves of Absence, Section 2.2.3 of the collective bargaining agreement from 75% to 100%.

Employees who commit in writing to a service retirement during the July 1, 2009 through June 30, 2010 period can buyout up to 50% in a lump sum of their grandfathered accrued sick leave for the 2008 tax year provided such commitment, election and payment is made prior to December 31, 2009.

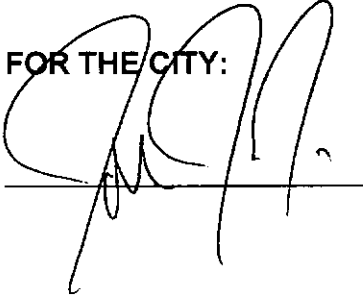
During the period July 1, 2010 through June 30, 2011, a retirement incentive shall be provided for those employees who voluntarily retire per the service retirement provisions of the NH Retirement System. Such incentive shall require the City to increase the pay out percent for grandfathered accrued sick leave as specified in Article XIV: Leaves of Absence, Section 2.2.3 of the collective bargaining agreement from 75% to 100%.

Employees who commit in writing to a service retirement during the July 1, 2010 through June 30, 2011 period can buyout up to 50% in a lump sum of their grandfathered accrued sick leave for the 2008 tax year provided such commitment, election and payment is made prior to December 31, 2010.

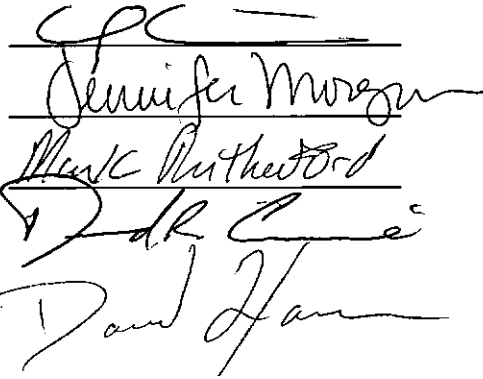
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Employees not retiring during the period of this retirement incentive, will remain eligible throughout the term of the collective bargaining for the vacation/grandfathered sick leave buy-down program as specified in Article XIII: Annual Vacations, Section 6 and/or Article XIV: Leaves of Absence, Section 2.2.3 of the collective bargaining agreement.

FOR THE CITY:



FOR IAFF, Local 1312:



Signature Date:

10/7/07