DPFOA

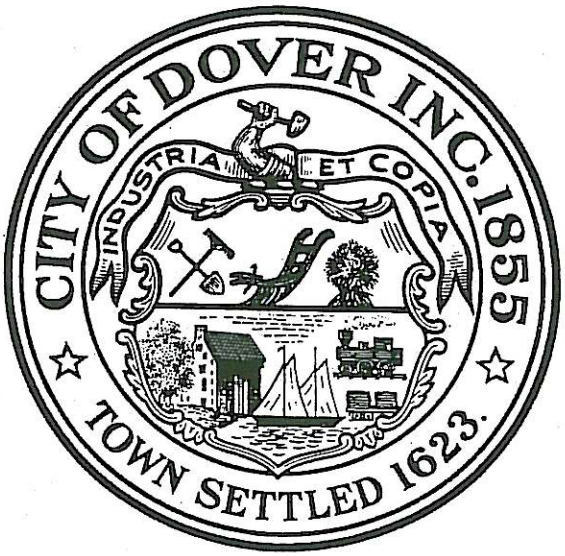
COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

DOVER PROFESSIONAL FIRE OFFICERS ASSOCIATION

LOCAL #2909 - IAFF



July 1, 2005 through June 30, 2008

COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & DPFOA

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
AND
DOVER PROFESSIONAL FIRE OFFICERS ASSOCIATION
LOCAL #2909 - IAFF

ARTICLE I: INTRODUCTION

This Agreement is made and entered into by/and between the City of Dover, hereinafter referred to as "The City" and the Dover Professional Fire Officers Association, hereinafter referred to as "The Association." The Association shall represent Officer Members of the Dover Fire & Rescue Department exercising supervisory authority, managerial responsibility, partial supervisory authority, and whose employment requires a minimum of supervision, all within the Dover Fire & Rescue Department, hereinafter referred to as "Officers."

ARTICLE II: 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 perogative 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 N.H. 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 III: RECOGNITION:

The City hereby recognizes the Association as the sole and exclusive representative of all the Officer members of the Dover Fire & Rescue Department. The Association is recognized for the purposes of collective bargaining with respect to wages, fringe benefits, hours of duty, and conditions of employment. The Association 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:

Upon receipt of a written authorization, approved by the Association President, and signed by the member, the City agrees to deduct weekly dues in the amount certified to be current by the Secretary/Treasurer of the Association from the pay of all members. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Association.

ARTICLE V: PERSONNEL REDUCTIONS:

Section 1 In recognition of the responsibility of management for the efficient operation of the Fire Department, all Privates, Engineers, and Dispatchers shall be laid off first. It is understood that in all cases of decrease in workforce or recalls after layoffs, the following factors, as listed below, shall be considered. Only where both factors "A" and "B" are relatively equal shall classification seniority be the determining factor:

a) Ability to perform the work;
b) Physical fitness;
c) Classification seniority.

Section 2 Officers laid off under provisions of the ARTICLE, who at the time of layoff had existing and established work-connected injuries, may not be denied re-employment during any call-back because of those work-connected injuries as existing and established prior to the layoff.

ARTICLE VI: OFFICER'S RIGHTS:

Section 1 All regular uniformed Officers of the Fire & Rescue Department may join the Association.

Section 2 The City and the Association agree no Officer shall be favored or discriminated against because of the Officer's membership in the Association. The parties further agree they shall not discriminate against any Officer because of race, creed, sex, religion or age.

Section 3 New Officers:
All new Officers shall serve a probationary period of six (6) months and shall maintain all seniority rights during this period. A three-month performance review will be conducted by the new Officer's superior. Any Officer while in probationary status may be reduced in rank at any time with just cause. The City will notify the Association in writing within twenty-four (24) hours of any such demotion. All Officers who have successfully completed the probationary period of six (6) months shall then receive regular Officer's status. Probationary Officers may be permitted to join the Association. However, the Chief at his/her discretion may extend the probation period for an additional six (6) months for a total of twelve (12) months.

Section 4 Any Association member, when being reprimanded, shall have the right to the presence of another Association member.

ARTICLE VII: SENIORITY:

Section 1 There shall be established a Seniority list by classification seniority of the regular Officers 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 a bulletin board in each Fire Station for a period of not less than thirty (30) days, and a copy of same shall be mailed to the Secretary of the Association. 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 Any laid-off or terminated Officer who withdraws from the State's retirement system shall automatically lose his/her seniority rights.

Section 3 In matters affecting promotion, demotion, and/or transfers of Officers within the Department, the determination of an Officer'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 other Officers and observes rules and regulations;
e) Protects the property and interest of the City;
f) Maintains harmonious relations with peers and subordinates;
h) Has a positive attitude towards advancement and the assumption of additional responsibility;
I) Any new Officer positions shall be offered to regular permanent Officers first;

j) There shall be no re-testing for any permanent position existing as of the effective date of this Agreement unless the position being tested for entails a change in job function.

Section 4 An Officer may refuse a permanent promotion in his/her line of progression. He/she then forfeits his/her rights to that position until all other Officers have had an opportunity to accept or refuse. This shall not affect the Officer's current rank nor his/her seniority, and shall not be held against the Officer in any way for future promotions.

Section 5 Promotional examinations and/or evaluations conducted to fill vacancies in positions covered by this agreement shall be conducted in accordance with established departmental regulations. Such regulations may be amended from time to time by the department provided thirty (30) days notice is given prior to the amendment(s) taking effect.

Section 6 When an employee is promoted to a Lieutenant position, such employee shall receive an hourly pay rate that is equal to or greater than three percent (3%) above their subordinates pay rate, provided such rate does not exceed the maximum rate for the Lieutenant position.

Section 7 Lateral transfer of the Deputy and Assistant Chief positions will be allowed for incumbents at the date of signing of this Agreement, thereafter it will be subject to the department's promotional procedure.

ARTICLE VIII: ASSOCIATION BUSINESS:

Section 1 Not more than two (2) Association members shall be granted time to perform Association functions, including attendance at conventions, seminars, and State Association meetings without loss of pay, provided Association business does not interfere with the normal operations of the Department. Three (3) members of the negotiating team shall be allowed a reasonable opportunity to meet with the City, or its representatives during working hours without loss of pay.

ARTICLE IX: COMPENSATION:

Section 1 Wage Schedule

1.1 Effective the beginning of the first full pay period immediately following the signing of this agreement, all members of the Union shall receive a cost of living adjustment of two and one half percent (2 ½%). Such adjustments shall be applied to the Appendix B and Appendix C Step Plan Wage Schedules.

1.2 Effective the beginning of the first full pay period immediately following, July 1, 2006, all members of the Union shall

receive a cost of living adjustment of two and three quarters percent (2 ¾%) Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C Step Plan Wage Schedules.

1.3 Effective the beginning of the first full pay period immediately following, July 1, 2007, all members of the Union shall receive a cost of living adjustment of three percent (3%). Such adjustment shall be applied to the previously adjusted Appendix B and Appendix C Step Plan Wage Schedules.

Section 2 Wage Rate Adjustments

2.1 During the period of July 1, 2005 through June 30, 2006, position classifications will no longer designate between line/staff assignments. Consolidated position classifications are outlined in Appendix A and shall stay in effect for the remainder of this Agreement. Grade transitions for line assignments will occur in the first year on the employee's anniversary date in lieu of a year 1 step increase. Any employee not receiving a grade adjustment will be eligible to receive a step rate increase on the position anniversary date for their current position. During the period of July 1, 2006 through June 30, 2008, 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 the date of signing) or Appendix C (for all new employees hired into the department and represented in the bargaining unit after the date of signing) as revised per Section 1 above for the employee's position and grade identified in Appendix A.

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.

2.2 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 3 All FLSA Non-Exempt Officers shall be compensated for work performed in excess of their regular workweek as set forth in Article XI at the rate of time and one-half. Overtime assignments shall be made from a rotating list based on seniority. Any Officer who is unable to work an overtime assignment as a result of being on vacation or personal injury leave shall not lose his/her turn in the rotation but shall be offered the next available overtime assignment upon return to duty.

Section 4 All Fire Officers and immediate dependent family members (those family members age 18 and under still residing at home) shall receive 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 X: CALL-BACK PAY:

Section 1 All FLSA-Non Exempt off-duty Officers who are called back to work shall be paid time and one-half. Such off-duty Officers who are called back to work shall be paid a minimum of two (2) hours at the call-back rate. The Chief may call Officers back to work by, but not limited to, the following means: City issued pager, telephone, Fire & Rescue Department radio, and prearranged audible alarms. Officers will be allowed to swap off-duty call back responsibilities with notification of such to the Fire Chief or designee.

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.

Section 3 When Officers are assigned as a group to attend training during off-duty hours, they may be offered compensatory time off in lieu of overtime premium pay for such hours. Compensatory time off shall be awarded at the rate of one hour for one hour.

ARTICLE XI: HOURS OF DUTY:

Section 1 Regularly scheduled duty hours for assigned officers shall not exceed a cumulative average of 42 hours per week in an 8 week cycle. Officers may be summoned or kept on duty for hours other than their regularly scheduled duty hours because of emergencies or to "fill-in" for an absent member at which times FLSA-Non Exempt shall be paid at the rate of time and one-half.

Section 2 From time to time it may be necessary to reassign an officer 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, an officer 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 an FLSA-Non Exempt Officers ability to work overtime shifts or swaps.

Section 2 It is the intent of the City that the normal duty shifts for shift officers shall be ten hour days and fourteen hour nights, with the day shift commencing 0800 hours, and the night shift commencing 1800 hours. Normal duty shifts for staff officers shall allow for either four (4) or five (5) day workweeks and start times as may be assigned by the Fire Chief. The Chief, however, at his/her sole discretion, shall not be restricted from the assignment of Officers for training, declared emergencies, schools, or other special projects or assignments within the normal duty shift, provided that assignments shall not be used for disciplinary purposes.

Section 3 All Officers may be required to attend six (6) staff or departmental meetings annually, of not more than three (3) hours duration at no additional compensation.

Section 4 The Officer in charge may grant the request of an employee to exchange work hours and/or shifts provided:

a. There is no additional cost to City;
b. Said exchange does not interfere with the normal operations of the Fire & Rescue Department;
c. Said exchange is not used for outside employment or as vacation time, except if the exchange is a payback.

ARTICLE XII. ANNUAL VACATIONS:

Section 1 The City shall grant to Officers of the Dover Fire & Rescue Department, vacation time to be accrued in each anniversary year (calculated on the basis of total employment time with the City of Dover) based on the following schedule:

		42hr/wk
Upon becoming a permanent Officer	-	144 hours
On tenth (10th) anniversary but less than fifteen (15) yrs of service	-	192 hours
On fifteenth (15th) anniversary for each yr.of service without limitation.	-	+12 hrs/yr

Section 2 Any vacation time in excess of two consecutive weeks in any anniversary year shall be taken at the discretion of the Fire Chief; provided, further, a maximum of 240 hours vacation time may be carried forward from one anniversary to the following.

Section 3 When an Officer terminates employment with the Fire Department for any reason, said Officer shall be compensated for any proportionately accrued vacation time earned.

Section 4 The election of vacation dates shall be on a platoon basis. The Fire Chief shall grant for periods of a least one week in duration and further provided said requests are submitted prior to March 15. For vacation requests of less than one week duration and/or submitted after March 15, the Fire Chief shall grant the time provided such requests are submitted to the Fire Chief at least seventy-six (76) hours in advance.

Section 5 Employees maintaining a minimum of ninety-six (96) hours of accrued vacation shall be eligible to receive weekly cash payments 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 weekly during the corresponding benefit plan year. 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 XIII: 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 and Injury Leave

2.1 Eligibility

2.1.1 Each Employee will be eligible to up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period. Such leave may be used per the provisions contained in the City's Merit Plan in the case of illness of an employee's immediate family member. Such days shall be accrued based upon 10.5 hours/day for staff officers and 12 hours/day for shift officers.

2.1.2 Any single absence in excess of five regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE XIII, 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 direction 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. Any absence in excess of five regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE XIII, Section 3, Personal Sickness and Accident Disability.

2.1.5 It is understood that abuse of sick leave may result in discipline. At the discretion of the Fire Chief, a doctor's certificate may be required for any absence due to illness, at the expense of the employee, if the employee has excessive use of sick leave or if there

is a reason to believe the claimed sick leave is not legitimate. Sick leave shall be paid based on eligibility provisions of Sections 2.11 or 2.14 following the providing of a doctor's certificate substantiating the appropriate use of the benefit. For purposes of this section, an employee's use of sick leave will be considered excessive when the employee has utilized more than six (6) days of sick leave in two (2) successive years. In determining if excessive use of sick leave is taking place, extended illnesses such as injuries, heart attacks or other long-term injuries or illnesses shall be taken into consideration.

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 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 New Hampshire Retirement Group	--	75%
Layoff	--	75%
Resignation	--	50%
Death Beneficiary		
* non-job related	--	75%
* job related	--	100%

2.2.4 Payments as provided in 2.2.3 shall be calculated and paid based on the employee's wage rate in effect at the time of separation.

2.2.5 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 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 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 years but less than 20 yrs:	48 wks full pay
20 years +:	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 XIII, Section 2.2, 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 on-going evidence that the Employee is under the on-going care of a 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 the City Manager and the designated Association representative to resolve any discrepancy between the treating and second opinion physicians.

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 on-going 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 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 no 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 work an Employee will again be eligible for the full benefit payment schedule as provided for in 3.1.1.

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 new born 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.

4.1.1.1 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 Section 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 An 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 An 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.

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 Officer 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 Fire Chief.

6.2 Officers 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 Work Days

7.1 Each Employee with a six-months' term of employment on July 1 shall be eligible for three (3) excused work days during the fiscal year with pay at his/her base rate. 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 work days during the fiscal year with pay at his/her base rate upon achieving the six months' term of employment.

7.1.1 In addition, employees with a six month term of employment on July 1, shall be eligible to one (1) additional excused work day, not to be used 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 re-schedule in the calendar year or in the event the day cannot be re-scheduled 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 re-schedule the day provided such re-scheduling is in the same calendar year.

7.5 Non-designated Excused Work Days 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 re-schedule in the same calendar year.

7.5.2 There shall be no payment in lieu o 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 leaves 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 XIV: JOB RELATED INJURY:

An employee out of work due to a job-connected injury shall receive Worker's Compensation: the difference between the amount paid to the employee through Worker's 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) days of said job-connected injury shall not be charged against the employee's accrued sick leave or vacation time. At the end of the first ninety (90) calendar day period of said job-connected injury, the employee shall be paid the difference between Worker's 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 shall 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 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.

ARTICLE XV: LODGING:

Section 1 The City agrees to provide beds (linen, blankets, and pillows), provided the City requires the Officers of said Department to remain on duty for a period of fourteen (14) consecutive hours or more.

ARTICLE XVI: EDUCATIONAL INCENTIVES:

Section 1 The following educational incentive reimbursement policy will apply to all Officers.

Section 2 The City agrees to provide reimbursement to Officers who complete approved courses relating to their current employment, or as part of an approved career development program, based upon the following standards.

Section 3 The City shall pay one hundred percent (100%) of the costs of such courses, not to exceed five hundred ($500.00) dollars per Officer, per fiscal year, and not to exceed the total amount budgeted for the program.

Section 4 Courses must be approved in advance by the Fire Chief as meeting the requirement that the course is related to the Officer's job, or as part of a career development program.

Section 5 Once a course has been approved as meeting the requirements set forth above, an advance will be made to the Officer of one-half (1/2) the cost of tuition and books, not to exceed two hundred fifty ($250.00) dollars. The remainder of the course reimbursement, not to exceed two hundred fifty ($250.00) dollars, will be paid to the Officer upon presentation of proof of satisfactory completion of the course with a passing grade for pass/fail grading system courses or a grade of C or better for letter grading system courses.

Section 6 Approval of courses will be considered on the basis of relevancy of the course, number of Officers applying and funds available.

Section 7 If a course is paid for in whole or in part through a Federal or State program, then the City shall not be responsible to reimburse an Officer for the amount so received, it being the intent of this provision to eliminate double payment for a course.

Section 8 Officers shall be eligible to receive a career development incentive of up to $1,000 to be calculated and paid annually on the second 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 9 In addition to the career development incentive provided for above, educational incentives will be paid for Officers 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 second pay period in December of each year according to the following schedule with only current Officers active on or before July 1, 1999 eligible to receive payment for items a, b, or c.:

a) $117/yr for the completion of 15 credit hrs (grandfathered);
b) $234/yr for the completion of 30 credit hrs (grandfathered);
c) $468/yr for the completion of 60 credit hrs (grandfathered);
d) $812/yr for the completion of an Associate's Degree;
e) $1,250/yr for the completion of a Bachelor's Degree;
f) $1,500/yr for the completion of a Master's Degree;
g) $800/yr for Certified EMT with E.O.A. and Defibrillator Certification;
h) $900/yr for Certified EMT-I
i) $1,000/yr for Paramedic (up to a maximum of four (4) Officers).
j) $150/yr per level for NFPA Fire Officer Levels 1-4;

Section 10 Professional Time:

Up to fifty (50) hours shall 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 replacement, it shall be for professional time taken on a first come, first served basis not to exceed $2,000 of total City cost per year;
b) It does not interfere with the normal operations 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 11 All career development incentives provided in Sections 8 and 9 above shall be paid in the second pay period of December each year.

Section 12 The Deputy Chief assigned to fire prevention will be eligible for an incentive of $1,000 for successful completion of 40 hours of formal fire prevention related education each year. This is an annual

incentive to be paid on the second full pay period of December each year.

ARTICLE XVII: PARKING:

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

ARTICLE XVIII: WORKING OUT OF CLASSIFICATION:

Section 1 When an employee is temporarily assigned to a higher graded position, such employee shall receive an additional three (3%) percent of his/her current hourly base rate provided such rate does not exceed the maximum rate of the higher graded position, or shall receive the minimum hourly rate of the higher rated position, whichever is greater.

ARTICLE XIX: CLOTHING ALLOWANCE:

Section 1 The clothing allowance provided to Officers is not intended to apply towards the original purchase and replacement of specialized protective clothing. Each Officer shall be allowed a clothing allowance of up to $87.50 per year, for maintenance of uniforms and replacement of socks, insignias, badges and belts 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. 4 long-sleeve shirts
b. 4 short-sleeve shirts
c. 4 trousers
d. 1 work cap
e. 1 dress uniform (complete)
f. 1 work jacket
g. 1 pair of coveralls
h. 1 pair of shoes
I. 2 name tags
j. 2 badges
k. 2 insignias (collar pins)

The City shall replace items A through H on an item for item basis.

Section 2 The City will establish a procedure and pay for costs associated with the cleaning of uniform shirts.

ARTICLE XX: 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 XXI: OUTSIDE DETAILS:

Section 1 For work assigned through the Fire & Rescue Department, but not paid for out of City budget. Officers shall be compensated at their applicable overtime rate, and for a minimum of three (3) hours. All members of the bargaining unit shall be eligible for all such details.

ARTICLE XXII: LONGEVITY:

Section 1 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. A pro-rated longevity payment shall be made only upon service or disability retirement.

ARTICLE XXIII. ADMINISTRATIVE CORRESPONDENCE:

Section 1 Administrative officials shall answer any correspondence concerning the conditions of employment of Association members, in writing, within ten (10) business days from receipt of said correspondence. The Association 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.

ARTICLE XXIV: PHYSICAL FITNESS:

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

Section 2 The City shall provide sneakers, P.T. shorts, t-shirts, and sweatsuits. The clothing allowance is not intended to apply towards the original purchase or replacement of these clothing items.

Section 3 Any Officer may be excused from participation for a justifiable medical reason on a day-to-day basis.

Section 4 Physicals: Each employee shall provide a "fitness for duty" certification, at their own expense, from their personal physician based upon the Fire Service Joint Labor Management Wellness-Fitness Initiative. Fitness for duty certifications shall be submitted to the department on or before July 1st each year.

Section 5 Employee shall be permitted to participate in on-duty stop smoking programs provided by the City.

Section 6 An ad hoc committee consisting of two members appointed by the Union president, two members selected by the Fire Chief and the City manager or his/her designated representative to be chairperson, shall review and implement alternative physical fitness programming to promote a safe and efficient physical fitness program.

ARTICLE XXV: 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 hired into the department and represented in the bargaining unit after the date of signing eighty

percent (80%) of the health insurance premium for single, two-person or family coverage of the plan chosen by the employee. Whereas, for each regular full-time employee represented in the bargaining unit upon the date of signing, the City will pay the following percentages

2.1 Effective July 1, 2005, eighty eight percent (88%)
2.2 Effective July 1, 2006, eighty five percent (85%)
2.3 Effective July 1, 2007, eighty percent (80%)

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 For regular full time employees selecting health coverage under the Lumenos plan option, the City will pay the employee an amount equivalent to the full bridge amount for the eligible coverage level not to exceed the annual premium cost savings realized by the City between the available Mathew Thornton and Lumenous plan premiums. Employees opting for either of the two (2) 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 the following percentage of the City's greatest avoided cost.

Effective July 1, 2005	40%
Effective July 1, 2006	45%
Effective July 1, 2007	50%

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. 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 any City employee 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 $250/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 also receiving the 10% matching City contribution capped at $250/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 The City and the Union agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program.

Section 9 Emergency Ambulance Transportation
The City agrees to provide emergency transportation to Wentworth-Douglass Hospital by ambulance for Fire & Rescue Department Officers 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.

Section 10 Acts of Omission
If any claim is made or a civil action is commenced against a present or former employee, the neglect 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 is 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 cost, damages, awards, judgments, settlements, arising from said claim or action.

ARTICLE XXVI: SAFETY:

Section 1 The City has the right to make regulations for safety and health of its employees during hours of employment.

Section 2 The Association and its members agree to exercise proper care of all City property issued or entrusted to them.

Section 3 The President of the Association, or his/her designee, shall be a member of the City's Safety Committee.

Section 4 In the event of a line of duty funeral for a member of the bargaining unit, the City will cover certain related costs as mutually agreed upon by a committee consisting of 2 union members designated by the president and 2 City representatives as appointed by the City Manager.

ARTICLE XXVII: DISCIPLINARY PROCEDURES:

Section 1 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

Section 2 All suspensions and discharges must be stated, in writing, and the reasons stated and a copy shall be given to the Officer and the Association at the time of suspension or discharge.

Section 3 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 XXVIII: GRIEVANCE PROCEDURE.

Section 4 Disciplinary actions will normally be taken in the following order:
a) A documented verbal warning or supervisory counseling
b) Written warning
c) Suspension without pay or demotion
d) Discharge

Notwithstanding the above, however, the above sequence need not be followed if the infraction is sufficiently severe to merit immediate suspension or discharge.

Section 5 No Officer shall be penalized, disciplined, suspended or discharged without just cause.

Section 6 The personnel record of an Officer 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 7 The personnel record of an Officer will be cleared of suspension notices after a period of two (2) years from the date of suspension provided there are no similar infractions committed during the intervening period.

ARTICLE XXVIII: GRIEVANCE PROCEDURES:

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. The employee shall be required to discuss the matter informally with the employee's department head prior to initiating a formal written grievance.

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 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 XXIX: DEFINITIONS:

Section 1 Workweek: The Workweek shall be defined as an average of not more than 42 hours per week for shift officers and not more than 42 hours per week for staff officers.

Section 2 Officers of the Fire & Rescue Department: For the purposes of this Agreement, an Officer of the Fire & Rescue Department shall be any person appointed as an Officer by the Fire Chief, who is in a permanent position and under the direction of another Officer or the Fire Chief. An Officer shall be actively and regularly engaged in full-time work or enrolled on the regular payroll of the Fire & Rescue Department covered by this Agreement.

Section 3 Regular Uniformed Officer: For the purpose of this Agreement, a regular uniformed Officer shall be defined as an Officer 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.
b. Has as his/her primary means of employment the duties of a uniformed Officer of the Dover Fire & Rescue Department; and
c. Who has successfully completed a designated probationary period not to exceed twelve (12) months, to include temporary or Acting Officer status without a break in time served.
d. The term "regular employee" shall not include those employees referred to as "Call Officers."

Section 4 Seniority: There shall be two types of seniority:

a. Departmental Seniority shall relate to the time an Officer has been continuously employed by the Department.
b. Classification Seniority shall relate to the length of time an Officer has been employed in a particular rank/grade classification.

Section 5 Emergency: For the purpose of this Agreement, an emergency shall be defined as an unexpected event or happening as determined by the Chief of the Department, or his/her designee.

Section 6 Grievance: A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, and shall be processed in accordance with ARTICLE XXX, GRIEVANCE PROCEDURE, of this Agreement.

Section 7 Budget Submission Date: For the purpose of this Agreement, the budget submission date shall be February 15, or as may be designated by City Charter.

ARTICLE XXX: HAZARDOUS MATERIALS RESPONSE TEAM:

Section 1 At the sole discretion of the City, a specialized Hazardous Materials Response Team may be formed. Up to a maximum of six (6) Fire Officers shall be selected to participate on this team. Selection of participating Fire Officers may be based upon a competitive process which can include but is not limited to past performance evaluation scores, a written examination, and a physical fitness test.

Section 2 Specialized training for members of the Hazardous Materials Response Team 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.

Section 3 Fire Officers selected as members of the Hazardous Materials Response Team shall receive a $900 per year incentive payment for participation. The incentive payment shall be made the first full pay period in December upon successful completion of each calendar year of continued participation.

3.1. 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.

3.2. A member of the Hazardous Materials Response Team may voluntarily leave the team after the first six months of participation, however, they will not receive the incentive payment for that year.

Section 4 The formation and training of a specialized Hazardous Materials 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.

ARTICLE XXXI: TERMINATION:

Section 1 This contract shall commence and shall be effective as of July 1, 2005 through June 30, 2008, and shall thereafter continue from year to year, provided, however, that either party may terminate the same upon giving one hundred twenty (120) days written notice of its intention to do so prior to the City's budget submission date.

Section 2 Either party may propose amendments to this Contract, provided, however, that notification to the other party, in writing, with a list of proposed amendments, is provided such other party. Such notice shall not be less than one hundred twenty (120) days from the annual date of this Contract.

Section 3 Should any article, section, or portion thereof of this Contract be in violation of any state law or municipal ordinance, or be held

unlawful and/or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereof directly specified in the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

Section 4 In the event of a conflict between the provisions of this Contract and existing policies and procedures of the City with regard to wages, hours of work, and working conditions, it is agreed that this Contract shall govern the relationship between the parties and shall supersede such other existing policies and procedures referred to.

FOR THE CITY:

FOR IAFF, Local 2909:

Signature Date: 5/4/05

Appendix A

Position	DPFOA Grade
Fire Lieutenant	23
Fire Captain	25
Deputy Fire Chief	27
Assistant Fire Chief	29

Appendix B

Appendix B (Employees active upon signing date of Agreement)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	6.84	7.15	7.47	7.81	8.16	8.52	8.91	9.31	9.40	9.50	9.59	9.69
2	7.18	7.51	7.84	8.20	8.57	8.95	9.36	9.78	9.87	9.97	10.07	10.17
3	7.54	7.91	8.23	8.61	8.99	9.40	9.82	10.27	10.37	10.47	10.58	10.69
4	7.91	8.28	8.65	9.04	9.45	9.87	10.32	10.77	10.88	10.99	11.10	11.21
5	8.31	8.69	9.09	9.48	9.92	10.36	10.83	11.31	11.42	11.54	11.65	11.77
6	8.73	9.12	9.53	9.96	10.41	10.88	11.37	11.88	12.00	12.12	12.24	12.37
7	9.17	9.58	10.01	10.46	10.94	11.43	11.94	12.47	12.59	12.72	12.85	12.98
8	9.62	10.06	10.51	10.98	11.47	11.99	12.54	13.10	13.23	13.36	13.50	13.63
9	10.10	10.56	11.04	11.53	12.05	12.60	13.16	13.76	13.89	14.03	14.17	14.32
10	10.61	11.09	11.59	12.11	12.66	13.22	13.82	14.44	14.58	14.73	14.87	15.02
11	11.15	11.65	12.16	12.72	13.29	13.89	14.51	15.16	15.31	15.47	15.62	15.78
12	11.70	12.22	12.77	13.35	13.96	14.58	15.23	15.92	16.08	16.24	16.41	16.57
13	12.28	12.83	13.42	14.01	14.65	15.31	15.99	16.72	16.89	17.06	17.23	17.40
14	12.90	13.48	14.09	14.72	15.38	16.08	16.80	17.55	17.73	17.90	18.08	18.26
15	13.55	14.16	14.79	15.46	16.15	16.88	17.63	18.43	18.61	18.80	18.99	19.18
16	14.23	14.86	15.53	16.23	16.95	17.73	18.52	19.35	19.55	19.74	19.94	20.14
17	14.93	15.61	16.31	17.04	17.81	18.60	19.45	20.33	20.53	20.73	20.94	21.15
18	15.68	16.38	17.12	17.89	18.70	19.54	20.42	21.33	21.55	21.76	21.98	22.20
19	16.46	17.20	17.97	18.79	19.63	20.51	21.44	22.40	22.62	22.85	23.08	23.31
20	17.28	18.07	18.87	19.73	20.62	21.54	22.52	23.52	23.76	23.99	24.23	24.48
21	18.15	18.97	19.82	20.71	21.65	22.62	23.64	24.70	24.95	25.20	25.45	25.71
22	19.06	19.92	20.81	21.74	22.73	23.74	24.82	25.93	26.19	26.46	26.72	26.99
23	20.01	20.91	21.85	22.83	23.86	24.94	26.06	27.23	27.51	27.78	28.06	28.34
24	21.02	21.95	22.95	23.98	25.06	26.18	27.36	28.59	28.88	29.17	29.46	29.75
25	22.06	23.05	24.10	25.17	26.31	27.49	28.73	30.02	30.32	30.62	30.93	31.24
26	23.16	24.21	25.30	26.44	27.62	28.87	30.16	31.52	31.83	32.15	32.47	32.80
27	24.32	25.42	26.57	27.76	29.00	30.31	31.67	33.10	33.43	33.76	34.10	34.44
28	25.54	26.68	27.89	29.14	30.45	31.82	33.26	34.75	35.10	35.45	35.80	36.16
29	26.81	28.02	29.28	30.61	31.98	33.42	34.93	36.49	36.86	37.23	37.60	37.98
30	28.16	29.42	30.75	32.13	33.58	35.09	36.67	38.32	38.70	39.09	39.48	39.88
31	29.57	30.90	32.29	33.74	35.26	36.85	38.50	40.24	40.64	41.04	41.46	41.87
32	31.04	32.44	33.90	35.43	37.02	38.69	40.43	42.25	42.67	43.10	43.53	43.96
33	32.60	34.06	35.60	37.20	38.87	40.62	42.45	44.36	44.80	45.25	45.70	46.16
34	34.23	35.77	37.38	39.06	40.82	42.65	44.57	46.58	47.04	47.51	47.99	48.47
35	35.94	37.56	39.25	41.01	42.86	44.79	46.80	48.91	49.40	49.89	50.39	50.89
36	37.74	39.43	41.21	43.06	45.00	47.03	49.14	51.35	51.87	52.38	52.91	53.44
37	39.62	41.41	43.27	45.22	47.25	49.38	51.60	53.92	54.46	55.00	55.55	56.11
38	41.60	43.48	45.43	47.48	49.61	51.85	54.18	56.62	57.18	57.75	58.33	58.92
39	43.68	45.65	47.70	49.85	52.09	54.44	56.89	59.45	60.04	60.64	61.25	61.86
40	45.87	47.93	50.09	52.34	54.70	57.16	59.73	62.42	63.04	63.67	64.31	64.95

Appendix C

Appendix C (Employees hired into City after signing date of Agreement)

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
1	6.84	7.02	7.21	7.41	7.82	8.03	8.25	8.47	8.70	9.18	9.43	9.69
2	7.18	7.37	7.57	7.78	8.21	8.43	8.66	8.90	9.14	9.64	9.90	10.17
3	7.54	7.75	7.96	8.17	8.62	8.86	9.10	9.34	9.60	10.13	10.40	10.69
4	7.91	8.13	8.35	8.58	9.05	9.29	9.55	9.80	10.07	10.62	10.91	11.21
5	8.31	8.54	8.77	9.01	9.50	9.76	10.02	10.30	10.57	11.16	11.46	11.77
6	8.73	8.97	9.21	9.46	9.98	10.25	10.53	10.82	11.11	11.72	12.04	12.37
7	9.17	9.42	9.67	9.93	10.48	10.76	11.05	11.35	11.66	12.30	12.63	12.98
8	9.62	9.89	10.15	10.43	11.00	11.30	11.61	11.92	12.25	12.92	13.27	13.63
9	10.10	10.38	10.66	10.95	11.55	11.87	12.19	12.52	12.86	13.57	13.94	14.32
10	10.61	10.90	11.19	11.49	12.13	12.46	12.79	13.14	13.50	14.24	14.63	15.02
11	11.15	11.45	11.76	12.08	12.74	13.08	13.44	13.80	14.18	14.95	15.36	15.78
12	11.70	12.01	12.34	12.68	13.37	13.74	14.11	14.49	14.89	15.71	16.13	16.57
13	12.28	12.62	12.96	13.31	14.04	14.42	14.82	15.22	15.63	16.49	16.94	17.40
14	12.90	13.25	13.61	13.98	14.75	15.15	15.56	15.98	16.41	17.31	17.78	18.26
15	13.55	13.91	14.29	14.68	15.48	15.90	16.33	16.78	17.23	18.18	18.67	19.18
16	14.23	14.61	15.01	15.41	16.26	16.70	17.15	17.62	18.10	19.09	19.61	20.14
17	14.93	15.33	15.75	16.18	17.07	17.53	18.01	18.50	19.00	20.05	20.59	21.15
18	15.68	16.10	16.54	16.99	17.92	18.41	18.91	19.42	19.94	21.04	21.61	22.20
19	16.46	16.91	17.37	17.84	18.82	19.33	19.85	20.39	20.94	22.09	22.69	23.31
20	17.28	17.75	18.23	18.73	19.76	20.29	20.84	21.41	21.99	23.20	23.83	24.48
21	18.15	18.64	19.15	19.67	20.75	21.31	21.89	22.48	23.10	24.37	25.03	25.71
22	19.06	19.58	20.11	20.65	21.79	22.38	22.98	23.61	24.25	25.58	26.27	26.99
23	20.01	20.55	21.11	21.68	22.88	23.50	24.13	24.79	25.46	26.86	27.59	28.34
24	21.02	21.59	22.17	22.77	24.02	24.67	25.34	26.03	26.73	28.20	28.96	29.75
25	22.06	22.66	23.27	23.90	25.22	25.90	26.60	27.32	28.07	29.61	30.41	31.24
26	23.16	23.79	24.43	25.10	26.48	27.19	27.93	28.69	29.47	31.09	31.93	32.80
27	24.32	24.98	25.66	26.35	27.80	28.56	29.33	30.13	30.94	32.65	33.53	34.44
28	25.54	26.23	26.94	27.67	29.19	29.98	30.80	31.63	32.49	34.27	35.20	36.16
29	26.81	27.54	28.29	29.05	30.65	31.48	32.34	33.22	34.12	36.00	36.97	37.98
30	28.16	28.92	29.71	30.51	32.19	33.06	33.96	34.88	35.83	37.80	38.82	39.88
31	29.57	30.37	31.19	32.04	33.80	34.72	35.66	36.62	37.62	39.69	40.76	41.87
32	31.04	31.89	32.75	33.64	35.49	36.45	37.44	38.46	39.50	41.67	42.80	43.96
33	32.60	33.48	34.39	35.32	37.26	38.27	39.31	40.38	41.47	43.75	44.94	46.16
34	34.23	35.16	36.11	37.09	39.13	40.19	41.28	42.40	43.55	45.94	47.19	48.47
35	35.94	36.91	37.91	38.94	41.08	42.20	43.34	44.52	45.72	48.24	49.55	50.89
36	37.74	38.76	39.81	40.89	43.14	44.31	45.51	46.74	48.01	50.65	52.02	53.44
37	39.62	40.70	41.80	42.93	45.29	46.52	47.78	49.08	50.41	53.18	54.62	56.11
38	41.60	42.73	43.89	45.08	47.56	48.85	50.17	51.53	52.93	55.84	57.36	58.92
39	43.68	44.87	46.08	47.33	49.94	51.29	52.68	54.11	55.58	58.63	60.22	61.86
40	45.87	47.11	48.39	49.70	52.43	53.86	55.32	56.82	58.36	61.57	63.23	64.95

MEMORANDUM OF AGREEMENT

THE CITY OF DOVER, NH – and – IAFF, LOCAL 2909

The City of Dover, NH and IAFF, Local 2909 having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2005 through June 30, 2008 are further agreed that:

During the period July 1, 2005 through June 30, 2007, 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, 2005 through June 30, 2007 period can buyout up to 50% of their grandfathered accrued sick leave for the 2006 tax year provided such commitment, election and payment is made prior to December 31, 2006.

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 XII: Annual Vacations, Section 5 and/or Article XIII: Leaves of Absence, Section 2.2.5 of the collective bargaining agreement.

FOR THE CITY:

FOR IAFF, Local 2909:

Date: 5/4/05