

**TOWN COUNCIL
AGENDA
February 3, 2011**

The Town Council meeting and Budget Public Hearing will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. *All regular meetings will be adjourned by 10:00pm unless otherwise notified.*

7:00 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

A.

III. NEW BUSINESS

A. Collective Bargaining Agreement – IAFF Local 3160

IV. PUBLIC HEARING

A. FY12 Town Budget & Warrant

IX. MEETING SCHEDULE:

A. Town Council Meeting – February 7, 2011, Moose Hill Council Chambers, 7:00 PM

B. Town Council Meeting – February 14, 2011, Moose Hill Council Chambers, 7:00 PM

C. Town Council Meeting – March 7, 2011, Moose Hill Council Chambers, 7:00 PM

D. Town Council Meeting – March 12, 2011, LHS Cafeteria – Election of Officers (immediately following adjournment of Budgetary Town Meeting)

E. Town Council Meeting – March 21, 2011, Moose Hill Council Chambers, 7:00 PM

**SUPPORTING DOCUMENTATION
COUNCIL MEETING OF JANUARY 17, 2011**

I. CALL TO ORDER

II. PUBLIC COMMENT

III. NEW BUSINESS –

- A. Collective Bargaining Agreement – IAFF Local 3160 – Attached is the proposed Agreement with IAFF Local 3160 as recommended by the Town’s negotiating team and ratified by members of 3160.

Notable provisions include:

- 1) Cost of living adjustments of 0%, 2% and 2.5% for FY 12-14, respectively.
- 2) Step System has been expanded to accommodate 2.5% between steps; the minimum and maximum salaries for each grade for FY12 are unchanged.
- 3) The new step system will be implemented in FY12 by placing eligible employees on the new step higher than current wage, and then one additional step. (Funds are available in the FY12 Fire Department budget for this transition)
- 4) Sick leave accrual payout upon separation has been reduced to a maximum of 252 hours, which is consistent with the method by which the Town compensates its police officers.
- 5) Sick leave accrual has been adjusted to 700 hrs for existing and 500 hours for new employees, which is consistent with the method by which the Town compensates its police officers.
- 6) The maximum insurance payback will decrease to \$2,500 by FY14, which is consistent with the method by which the Town compensates its police officers.
- 7) The Town will offer a tuition reimbursement plan funded at \$5,000 per year; similar plans are offered to all other bargaining units.

The Council is encouraged to accept the provisions of this agreement, and include an article on the 2011 Town Meeting Warrant for voter approval.

IV. PUBLIC HEARING –

- A. FY12 Town Budget – The final public hearing on the FY12 Budget is scheduled for this evening; attached is the proposed 2011 Town Meeting warrant. It is suggested that the Council follow this process:
- i. Invite public comment on each Article.
 - ii. The Council is not required, but also not prohibited from taking a revote on any article which the Council previously voted on. Additionally, the Council may amend any article.
 - iii. The Budget Committee should be invited to record its vote after each Article.

Please note that the Town has received citizen petitions for two issues, \$20K each for the Fire Department call company and personal protective clothing for the Fire Department.

The warrant as finalized this evening by the Council will be ready for signature at the Council's February 7 meeting.

V. ADJOURNMENT –

MEETING SCHEDULE:

- F. Town Council Meeting – February 7, 2011, Moose Hill Council Chambers, 7:00 PM
- G. Town Council Meeting – February 14, 2011, Moose Hill Council Chambers, 7:00 PM
- H. Town Council Meeting – March 7, 2011, Moose Hill Council Chambers, 7:00 PM
- I. Town Council Meeting – March 12, 2011, LHS Cafeteria – Election of Officers (immediately following adjournment of Budgetary Town Meeting)
- J. Town Council Meeting – March 21, 2011, Moose Hill Council Chambers, 7:00 PM

*Agreement between
The*

TOWN OF LONDONDERRY, NH

And The

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

July 1, 2011 – June 30, 2014

TENTATIVE AGREEMENT

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ARTICLE I AGREEMENT

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

ARTICLE II PURPOSE

The purpose of this agreement is to foster harmonious relations between the employer and the Union and to establish in a collective bargaining agreement, levels of wages, hours and conditions of employment.

ARTICLE III RECOGNITION

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

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

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

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

ARTICLE IV EXCLUSIONS

The agreement excludes the current or future ranks of:

- Chief
- Deputy Chief
- Captain
- Administrative Assistant

The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board (PELRB) for resolution.

ARTICLE V NON DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, marital status, sexual orientation, disability or membership or non-membership in the Union.

ARTICLE VI MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiation with the Union and without being subjected to the grievance and arbitration procedures of this Agreement, shall include, but not be limited to, the following:
 - A. The right to direct employees; to determine qualifications, promotional criteria, except as outlined in ARTICLE XXXVI PROMOTIONS, hiring criteria, standards for work, and to hire, promote, assign, retain employees in positions and to suspend, discharge or take other disciplinary actions against any employee for proper and just cause, subject to the other provisions of this Agreement, including grievance and arbitration;
 - B. The right to relieve an employee from duty because of lack of work or other legitimate reasons, subject to other Articles of this Agreement.
 - C. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Fire Department operations;
 - D. The right to determine the means, methods, budgetary and financial procedures and personnel by which the Fire Department operations are to be conducted;
 - E. The right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies;
 - F. The right to make rules, regulations, and policies not inconsistent with provisions of this Agreement and to require compliance therewith; and
 - G. The right to subcontract, except for Firefighting services and emergency services.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement; except that where management rights are specifically required to be exercised in accordance with a specified procedure as specified in this Agreement, grievances alleging a failure to comply with such procedure will be subject to Article XI - Grievance Procedure of this Agreement
3. Nothing in this Agreement shall be construed to limit the right of the Chief or his designee to command the Fire Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

4. The Town and the Chief shall not require 3160 members to perform construction work normally and customarily performed by the building trades such as building walls, wiring electrical outlets or appliances, repairing toilets or sinks, and painting. However, nothing shall preclude any firefighter from voluntarily performing such work.

ARTICLE VII SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted State or Federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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

ARTICLE VIII UNION BUSINESS

1. Two (2) Union representatives shall be granted time to attend Union functions, including, attendance at conventions which are:
 - A. International Association of Firefighters' Convention: biennially
 - B. Professional Fire Fighters of New Hampshire Convention, biennially
 - C. Professional Fire Fighters of New Hampshire Bi-Monthly Meetings.
2. Ten (10) days notice in writing is required as a pre-requisite to qualification for pay for any Union convention.
3. A grievant and one (1) Union representative are each allowed one and one half (1 1/2) hour without loss of pay (if either or both are on duty) during duty hours, to process a grievance through each step of the grievance procedure.
4. All personnel shall have such additional rights, if any are granted them under the New Hampshire Revised Statutes Annotated (RSAs).
5. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at the Fire Department Central Station two (2) times per month as long as such meetings do not hinder the normal operation of the Fire Department and those attending any such executive session notify the Officer in Charge on duty. The Town agrees that membership meetings of the Local may be held at the Fire Department Central Station as long as the practical application of the paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief. As long as the practical application does not hinder the normal operations of the Fire Department, as determined at the sole discretion of the Fire Chief, personnel assigned to Engine 1 shall be allowed to attend said Union meetings where votes of significance shall occur. The Union shall request said attendance of Engine 1 at least twenty-four (24) hours in advance and in the event approval is granted, Engine 1's said attendance will last no longer than one (1) hour; all requests shall be made to the Fire Chief.

6. All correspondence relating to the administration of this Agreement or matters between the Union and the Town will be addressed and delivered to the Chief or his designee during their duty hours.
7. The Union shall have the right to erect bulletin boards in all fire stations and its location shall be approved by the Chief and the President of the Local.
8. A copy of this Agreement shall be placed in all fire stations and will be available to all full time personnel.

ARTICLE IX DISCIPLINE AND TERMINATION FOR CAUSE

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

A. Just cause shall include, but not be limited to, the following:

- 1 Medically diagnosed incapacity to perform assigned duties;
- 2 Incompetence;
- 3 Behavior incompatible with effective conduct of duty;
- 4 Behavior detrimental to the Town, or
- 5 Failure to carry out assigned duties

B. Disciplinary action will normally be taken in the following order:

- 1 Verbal Warning - a conversation between an employee and supervisor which informs an employee of an infraction.
- 2 Counseling Statement - a written warning, this shall stay in an employee's personnel file.
- 3 Written Warning - A written warning, which shall stay in an employee's personnel file.
- 4 Suspension - with or without pay.
- 5 Discharge

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

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

ARTICLE X CONSULTATION

1. Representatives of the Union may meet with the Chief or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement.
2. A written agenda shall be submitted by the Union to the Chief no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chief or his designee, additional matters for discussion may be placed on the agenda provided that the Union has two (2) days notification as to the nature of the added items.
3. Nothing herein shall prevent the Chief or his designee and the Union from meeting on a less frequent basis by mutual agreement.
4. Nothing herein shall prevent the Union from consulting with the Chief or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this agreement.

ARTICLE XI GRIEVANCE PROCEDURE

1. Definition: A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in Article VI - Management Rights.
 - A. An employee who has a “complaint” must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without a grievance.
 - B. Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance and the provision(s) of this Agreement allegedly violated, the relief requested, and the extent grievant has sought an informal adjustment of the grievance.
2. Procedure:
 - A. Step One: The written grievance outlined above will be submitted to the Chief within ten (10) days of denial by the immediate supervisor. The Chief will meet with the employee or President (if a union issue) within five (5) days after receipt of the written grievance and will give a written reply to the employee within ten (10) days thereafter.
 - B. Step Two: If the employee or President (if a union issue) is not satisfied with the Chief’s decision, he/she may file, within five (5) days following the Chief’s decision, a written appeal with the Town Manager who shall hold an informal hearing with both the affected employee and the Chief within five (5) working days of the receipt of the appeal, and provide a written decision within ten (10) working days.
 - C. Step Three: If the employee or President (if a union issue) is not satisfied with the decision of the Town Manager, the Union may file within ten (10) days following receipt of the decision of the Town

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

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

ARTICLE XII NO STRIKE

1. The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage against the Londonderry Fire Department.
2. The Union and its members agree that each and every employee violating this Article shall be subject to disciplinary action by the Town.

ARTICLE XIII SENIORITY

1. Definition:
 - A. Seniority for full time employees covered by this Agreement shall be defined as the period of full time employment with the Town.
 - B. In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.
 - C. Employees transferring from other Town Departments shall retain seniority for benefit purposes but not for layoff, recall, and vacation.
2. Seniority Lists:
 - A. Within thirty (30) days after the signing of this Agreement and by January 1st of each year thereafter, the lists of full time employees covered under this Agreement, arranged in order of their seniority, shall be posted in a conspicuous place at each station and a copy furnished to the Union. Claims for corrections to such list must be made in writing to the Chief or his designee within fifteen (15) working days after such posting, and, after such time, the list will be regarded as correct.

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

ARTICLE XIV HOLIDAY RATE OF PAY

- 1. Employees shall receive the following thirteen (13) paid holidays:

President's Day	Columbus Day	Christmas Day
Fourth Monday of April	Veterans Day	New Year's Day
Memorial Day	Thanksgiving	One-half day New Year's Eve Day
Independence Day	Day after Thanksgiving	
Labor Day	One-half day Christmas Eve Day	
- 2. Employees assigned a twenty-four (24) hour shift shall be paid nine (9) hours [four and one-half (4.5) hours for Christmas Eve and for New Year's Eve Day] per holiday whether or not they work the holiday. Those employees assigned an eight (8) hour shift shall be paid eight (8) hours [four (4) hours for Christmas Eve and for New Year's Eve Day] per holiday whether or not they work the holiday. These payments are in addition to any other wage payments - including overtime - required under this agreement.
- 3. Employees shall forfeit holiday pay in the event the employee is absent without authorization on the holiday.

ARTICLE XV CLOTHING ALLOWANCE

- 1. The Town will provide the initial uniform issue to all employees within the unit. The required uniform shall be specified by the Chief. A list of approved clothing shall be listed in the Department's Administrative policies (see attached).

2. Each fiscal year the sum of Five Hundred Dollars (\$500) will be provided, on account, for each uniformed member of the unit for the purpose of replacing damaged, worn, and unserviceable clothing. Other items deemed necessary to perform the job may be purchased with the clothing allowance subject to approval by the Chief.
3. The Town shall provide the following protective clothing to each Firefighter and Lieutenant.
 - * One protective Hood
 - * One turnout coat with liner
 - * Two pairs of protective gloves
 - * DragonFur[®] Mittens one pair
 - * Self rescue rope & bag
 - * One firefighting helmet with face shield
 - * Turnout pant and suspenders
 - * One pair of leather firefighting boots
 - * SCBA mask & regulator
4. All initial and replacement protective clothing purchased and issued by the Town and referenced in Section 3 of this Article shall meet with current NFPA standards.

ARTICLE XVI SICK LEAVE/FAMILY LEAVE

1. Employees working an average forty-two (42) hour workweek shall be entitled to sick leave at the rate of 100 hours per year.

The Fire Inspector and the Telecommunications Operators shall accrue sick time at a rate of one day per month or 96 hours per year. Except as provided below, sick leave shall accumulate at the aforementioned rate, up to a maximum of seven hundred (700) hours for all employees hired prior to July 1, 2011. Except as provided below, members hired after July 1, 2011 shall be allowed to accumulate, at the aforementioned rate, up to a maximum of Five Hundred (500) hours. Members that currently have over 700 hours shall not lose their sick time, however, they shall not accrue any further sick hours until they have depleted their sick bank to under 700 hours.

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

<u>Years of Service</u>	<u>Compensation (Hours)</u>
1-5	42
6-10	84
11-15	105
16+	252

- B. In the event termination of employment is the result of the employee's death, his/her beneficiary shall be entitled to receive compensation as above.

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

C. Injury while in the service of the Town in line of duty and for which the employee would be entitled to receive Workers' Compensation Benefits.

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

ARTICLE XVII VACATIONS

1. The purpose of vacation leave is to provide an employee the opportunity for a break in their annual work schedules.
2. Employees shall earn vacation leave in accordance with the length of employment with the Town as established in Article XIII.
3. Vacation eligibility shall begin to accrue from the first day of the month following employment. Those employees working a 42 hour work week shall accrue vacation based on the following schedule:

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

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

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

4. Vacation shall be accrued from the first working day of the month following employment. New hires may not utilize accrued vacation until completing six (6) months of employment.
5. When an employee is on leave without pay for fifteen (15) or more cumulative days in any year, a pro-rata deduction from vacation leave will be made from the employee's accrued, but unused, vacation time.

6. Vacation credit earned after returning to work from an unpaid leave of absence will not be used to offset the days used as a leave of absence. However, unpaid leaves of absence of more than fifteen (15) days will not count in calculations of earned vacation time.
7. Except for the Telecommunications Operators and Fire Inspector, vacation shall be selected in one round:
 - A. The selection process shall begin with the first shift an employee works in the first week of the month of December for the following calendar year.
 1. At this time, employees on each shift, in order of seniority, shall choose his/her vacation and schedule it with his/her supervisor.
 2. Employees may select no more than Four (4) (selections or days) of vacation during the first round.
 3. The employee must complete his/her selection within twenty four (24) hours. An employee's failure to schedule his/her vacation within the specified time limit will result in loss of turn and placement of last in the first selection process.
 4. Employees may take vacation leave in eight (8) hour increments or half shifts.
 5. Four members of the Union may select the same shift for vacation as long as coverage can be found. Additional members of the Union on the same shift may apply to the Chief for vacation leave but shall be subject to the Chief's approval. Vacation leave shall be requested 24 hours in advance of the leave.
 - B. Scheduling of all vacation is subject to approval by the Chief and is not grievable.
 - C. For the Telecommunications Operators, scheduling of vacation is subject to approval by the Chief and is not grievable.
 - D. If a vacation selection or day becomes available, it shall be filled by seniority.
8. Vacation credits shall accrue to an employee while on a leave-with-pay status or a Worker's Compensation compensable accident.
9. Upon separation from employment, an employee shall receive 100% of any unused vacation accrual.
10. Employees who are re-employed following an absence of no more than one year shall be credited with their vacation status at the termination of their previous service, providing that the absence was due to:
 - A. Illness of the employee and not cause of illness of the immediate family;
 - B. Dismissal through no fault or delinquency attributable solely to such employer; or
 - C. Injury while in the service to the Town in line of duty and for which the employee would be entitled to receive Worker's Compensation Benefits.

11. Upon the death of an employee who is eligible for vacation, any unused vacation accrual shall be paid in the following order of precedence:
 - A. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the retirement system or group insurance plan;
 - B. If there is no such designated beneficiary, to the estate of the deceased.
12. Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time, the excess accrual shall be forfeited.
13. Notwithstanding all of the above language of ARTICLE XVII, approval or disapproval of vacation shall not in any way be based upon the approval or disapproval of vacation or other leave involving Captains of the Department.
14. An employee eligible to carry over vacation days may opt for payment of up to two shift (2)/ 48 hours of vacation time on his/her anniversary date.
15. With Department Head, or designee, approval, an employee may take vacation accrued in advance of the schedule provided in paragraph 3.

ARTICLE XVIII INSURANCE BENEFITS

1. Health Insurance

- A. The Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty percent (80%) of the premium for Blue Choice Plan with Rider for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice-Plan with Rider, the employee will pay the additional premium cost over and above the twenty percent (20%) cost share of the Blue Choice Plan.
All employee premium cost sharing contributions shall be on a weekly or bi-weekly basis and shall be on a pre-tax basis.
- B. Employees on roll effective July 1, 2004, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy participating in insurance "buyout" shall be compensated the following amounts per annum:

	Single	2 Person	Family
7/1/11	\$ 2,500	\$ 2,500	\$ 4,244
7/1/12	\$ 2,500	\$ 2,500	\$ 3,300
7/1/13	\$ 2,500	\$ 2,500	\$ 2,500

Regular full time employees on roll and opting for "buyout" for the first time, and employees who change from "buyout" status and later opt for resumption of "buyout" shall upon satisfactory evidence

that he/she has health insurance coverage through a spouse or other family member's policy shall receive \$2,500. The insurance "buyout" payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

- C. Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan which provides provisions relative to Sections A & B above, as well as Health Care and Dependent Care options with a health insurance "buy-out" as provided in Section B. of this Article.
7. Life and Disability provided through the Local Government Center HealthTrust in an amount equivalent to a bargaining unit member's annual salary, with benefits for dismemberment and loss of sight and non-occupational disability benefits of sixty-six and two-thirds percent (66 2/3%) of an employee's weekly salary up to a maximum of five hundred fifty dollars (\$550.00) per week for a maximum of twenty-six (26) weeks. The disability benefit does not begin until the end of fifteen (15) calendar days of a non-occupational disability.
3. Liability Insurance - the Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his or her employment from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of (1) negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property and (2) any act or omission constituting a violation of the civil rights of any person under federal law if such act or omission was not committed with malice. The Town, or its insurance carrier, shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.
4. Dental Benefits - the Town agrees to pay one hundred percent (100%) of the monthly premium costs of a dental plan for eligible employees and their dependents with a twenty-five dollar (\$25.00) deductible of the so-called Delta Dental Plan which is known as Option III of the Local Government Center HealthTrust Pool for employees covered by this Agreement with the following coverages:
- Coverage A - 100% Payment
 - Coverage B - 80% Payment
 - Coverage C - 50% Payment
- There will be a twenty-five dollars (\$25.00) deductible for each coverage with a maximum total payment of one thousand dollars (\$1,000.00) per person per contract year for all coverages.
5. Retirement - the Town shall, on behalf of bargaining unit members, continue to pay its share of the cost of participation in the New Hampshire Retirement System.
6. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth in sections 1 and 4 above from a different source(s) provided the benefits are comparable with the benefits presently provided.
8. The Town shall provide, at no expense to employees, long term disability insurance covering non-work related accidents or illness to commence in the twenty sixth (26th) week of such accident or illness at sixty

six and two thirds percent (66 2/3%) of the employee's basic monthly earnings, up to a maximum of \$6,000 per month.

ARTICLE XIX MILITARY LEAVE

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

ARTICLE XX JURY DUTY

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

ARTICLE XXI PAYROLL DEDUCTION OF DUES

1. Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union Dues as certified to the Town by the Treasurer of the Union
2. Said deductions shall be made each pay period provided, however, that if any employee has no check coming to him or if the check is not large enough to satisfy the deduction, then and only in that event, no collection shall be made from said employee for that pay period.
3. The Town shall send the amount to be deducted at least one time per month to the Treasurer of the Union.
4. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.
5. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.
6. Probationary employees who are serving their initial probation periods may have Union dues deducted if requested on authorization forms provided by the Union and the Union informs the probationer in writing, with a copy to the department, that such probationer is not covered under the Union agreement except for those articles which do in effect cover them and is not represented by the Union under the grievance procedure in the event of disciplinary action or termination of employment during the probationary period.

7. Effective upon the date of ratification of this Agreement any present or future member of the bargaining unit who is not a member of the Union shall pay the Union a fair share amount proportionate to the cost of the collective bargaining process, contract administration and pursuing matters effecting wages, hours and other conditions of employment.

ARTICLE XXII WAGES AND HOURS

1. Effective July 1, 2011, Appendix A shall be implemented for all 3160 members as follows:
 - a. The 3160 members current salary shall be matched to the step on Appendix A which is closest to his/her current salary, but not lower.
 - b. The 3160 member shall be paid at the next higher step above the match made in step a.
 - c. All 3160 members shall have their step increases, if any, implemented on the first day of July on each year for 2011 and thereafter.
 - d. Step increases will be granted to eligible 3160 members even though the collective bargaining agreement has expired.
 - e. Appendix A hereto replaces the Appendix A of the current agreement effective July 1, 2010

2. Effective July 1, 2012 the cost of living increase shall be 2% for all members of the unit.

3. Effective July 1, 2013 the cost of living increase shall be 2.5% for all members of the unit.

Firefighters, Firefighter/Paramedics, Lieutenants, Lieutenant/Paramedics, wage schedule shall be provided in Appendix A, and shall work an average of forty-two (42) hours per week (metro schedule 24 hour on shift, 24 hour off shift, 24 hour on shift, five shifts off, schedule). Telecommunication Operators wage schedule shall be provided in Appendix A, and shall work an average of forty (40) hours per week on the basis of four (4) days ON and two (2) days OFF. Telecommunications Operators shall be assigned to eight (8) hour shifts, commencing 7:00 AM to 3:00 PM; commencing 3:00 PM to 11:00 PM; or commencing 11:00 PM to 7:00 AM. The Fire Inspector shall work a forty (40) hour work week, as approved by the Fire Chief; normal work hours shall be consecutive days worked and consecutive days off.

4. If at the date of the expiration of this agreement, the Town and the Union have not concluded a successor agreement; as of July 1, 2014, the salary scale shall remain frozen as of June 30, 2014.

5. Shift Differential:

- A. The Telecommunications Operators required to work on second shift shall receive a shift differential of \$0.50.
- B. The Telecommunications Operators required to work on third shift shall receive a shift differential of \$1.00.

6. Bargaining unit members assigned the following additional duties shall be compensated additional yearly sums as follows:

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

These positions shall be posted for two weeks in each station once a year on November 1st. All interested parties shall submit their name, in email or letter format, to the Chief. The Chief shall select the candidate for the position no later than November 30th of that year. There is no restriction to the number of people that hold these positions.

ARTICLE XXIII OVERTIME

1. Employees shall be paid overtime at the rate of 1.5 times the regular hourly rate for all time worked in excess of the normal regular shift. The term "regular hourly rate" shall be calculated as defined by the Fair Labor Standards Act and relevant regulations and case law.
2. The extension of a regular shift beyond the normal relief time shall be for emergencies only. In this event, every effort will be made to relieve the held over employee as soon as possible, if the employees in this circumstance so desire.
3. Part-time employees shall not be used until all full time members have turned down the overtime offer.
4. Telecommunication Operators shall not work more than sixteen (16) hours consecutively.
5. Those employees called back to work (tone or coverage) shall be paid a minimum of two (2) hour of overtime.
6. Overtime Administration
 - A. The assignment and distribution of overtime for members of the bargaining unit shall be made in accordance with the methods set forth in this agreement.
 - B. Two (2) overtime lists shall be established. One list shall incorporate all Fulltime Lieutenants, Fulltime Firefighters and their classifications. One list shall incorporate All Fulltime Telecommunications operators and TCO qualified local 3160 members. Each overtime list will be

established by departmental seniority and the lists shall remain separate from one another, in regard to hour accrual.

- C. Overtime will be offered to the employee with the least amount of hours, in that rank or classification, first. If the employee refuses, then the overtime will be offered to the next employee with the lowest hours until filled. If two or more employees have the same amount of hours the senior employee shall be offered the shift first. No part time TCO's may be used before a fulltime Local 3160 member. All overtime will be recorded on the overtime list and turned in on the day hired or worked (for concurrent duties).
- D. Overtime will be filled by the Officer in Charge (OIC) or his/her designee who will then contact the employee by phone at the two numbers listed by the employee. If the employee is not reached at the two numbers listed by the employee a message will be left if possible with the person who answered or on any type of answering service. The employee will have 30 minutes to call back. If there is no response at that time, the OIC will move on the next eligible employee. Should any employee that has already been called, call back the OIC and the shift has not been filled that employee has the right to take the overtime.
- E. Employees shall have five (5) minutes to call back, prior to moving to the next eligible employee, when filling overtime positions with less than 24 hours notice.
- F. Overtime created by the employee creating the absence will be filled by another of same rank or classification before the OIC shall utilize\ others, i.e. Lieutenants for Lieutenants, Firefighters for Firefighters, TCO for TCO and Paramedics for Paramedics.
- G. Cancellation and Re-hiring of overtime or detail shifts, due to clerical errors (accounting of hours) will not occur with less than 48 hours notice to the employee affected. Should the error not be addressed prior to the employee working the shift, the event cannot be grieved by any member.
- H. All overtime and detail shifts cannot be hired more than 7 days prior to the shift(s) occurrence(s), and no more than 14 days for holidays.
- I. Overtime cancellation must be at least 24 hours notice.

ARTICLE XXIV LAYOFF/RECALL

- 1. In the event of a layoff within the bargaining unit, the Town agrees to provide at least four (4) weeks' notice (or full pay in lieu of) to the affected employee(s).
- 2. The Town further agrees that the least amount of seniority in the rank where the surplus is declared shall be laid off first; except that when a surplus is declared in the classification of Lieutenant, said Lieutenant(s) may replace a junior firefighter such that the junior firefighter(s) shall be laid off.
- 3. The Town agrees that prior to hiring any new employees within the bargaining unit; any bargaining unit employees laid off within two years shall be offered the position and placed in the position if qualified.
- 4. The Town agrees to recall employees in reverse order of layoff (that is last out, first in) until all current hiring needs of the Fire Department are fulfilled.
- 5. The Town agrees to make every reasonable effort to locate the address of laid off employees in carrying out its obligations under this Article.

6. If, after reasonable search and inquiry, the Town cannot locate the employee to be recalled, or if such employee fails to respond to the Town's properly addressed notice of recall within five (5) days, the Town shall recall the employee next eligible for recall under this article.

ARTICLE XXV HIGHER LEVEL PAY

1. Both parties hereby agree and acknowledge that determination of staffing levels is a Management Right established by administrative policy and is non-grievable. For the purposes of administering this Article XXV and Article XXIII, Overtime Administration, the following process shall be used:
 - A. Current administrative policy strives to schedule 10 positions per shift, with the following positions: Captain (1); Lieutenant (2); Paramedics (2); Firefighters (5). This Administrative Policy and Manning are non-negotiable as Management Rights and are non-grievable.
 - B. To fill vacancies, the Fire Chief is authorized to move certified full time department members between all stations to meet the needs of the Department.
 - C. Once all transfers are completed with certified full time department members, the Town will fill remaining vacancies pursuant to the Overtime Administration provisions, Article XXIII.
 - D. Should, upon completion of filling vacancies, no Lieutenants remain in the outlying stations (North or South); the senior Firefighter on shift at that station will receive Higher Level Pay for that shift.
 - E. Whenever Firefighters are filling in for Lieutenants, the Firefighters shall be paid, for all time so working a differential of \$1.67 per hour.
2. Whenever Lieutenants are filling in for Captains, the Lieutenants shall be paid, for all time so working a differential of \$2.08 per hour.
 - A. Any overtime worked during this period shall be compensated at time and one half (1 ½) based on the rate of pay indicated in the preceding paragraphs.
3. It is agreed and understood that the establishment of the administrative policy as set out above is a non-grievable management right; i.e., the Town may alter or abandon the policy without recourse available to the Union through the grievance process. However it is agreed and understood that while this administrative policy is in place, the failure of the Town to abide by its requirements, as set out above, may subject the Town to the grievance process; i.e., for example, while the administrative policy is in place, the Town neglects to pay a FF in accordance with paragraph 1.d, the grievance process is available to the Union and/or aggrieved FF.
4. It is agreed that in the event the administrative policy as set out above is altered or abandoned by the Town, the Town will provide notice to the Union and the provisions of Article XXV and XXIII as effective in the predecessor collective bargaining agreement will become effective and part of this contract by this reference.

ARTICLE XXVI EDUCATIONAL INCENTIVE PAY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Tuition Reimbursement for costs associated with college courses based on the following criteria.

- a. The course must be given by an accredited college or university.
- b. All requests for reimbursement will be submitted for approval to the chief prior to attending the class.
- c. The employee must complete the class with a minimum passing grade to receive reimbursement.
- d. \$5,000 per year will be allocated for this program and will be issued in order of date requested.
- e. An employee may still take an accredited college or university class without prior approval, and at fiscal year end, should funds still be available that employee will receive reimbursement for the course.

ARTICLE XXVII LONGEVITY

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

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

ARTICLE XXVIII SWAP POLICY

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

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

ARTICLE XXIX OUTSIDE WORK DETAIL

1. Payment for outside work details shall be paid at a rate of \$50.00 an hour, with a minimum of four (4) hours.
2. Two detail lists will be established January 1st at 00:00 each year. One list will be departmental seniority (with Firefighting credentials) with the most senior employee being listed at the top of the list and the least senior employee being at the bottom. The other list will be departmental seniority (with medical credentials) with the most senior employee being listed at the top of the list and the least senior employee being at the bottom. Outside work detail will be offered to the employee with the least amount of hours first; if this employee refuses the overtime then the employee with the next lowest hours shall be contacted. In the event that two (2) or more employees have the same amount of hours then the senior employee shall be offered first.
3. Outside work details will be filled by the Officer in Charge (OIC) or his/her designee who will follow Article XXIII:6:C. The employee may decide to “turn back “the detail with at least 4 hours notice (unless sick, then there is no time restraints).

ARTICLE XXX BEREAVEMENT LEAVE

1. Special leave of two (2) shifts for 42 hour employees and (3) shifts for 40 hour employees with pay shall be granted to an employee in the event of the death of a:

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

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

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

Grandchild	Grandmother	Grandfather	Brother in Law
Sister in Law	Aunt	Uncle	

ARTICLE XXXI PERSONAL LEAVE

1. Employees shall be granted one (1) personal day per year (one shift per year) under the following conditions:
 - A. Employees must give twenty four (24) hours notice which notice may be waived at the discretion of the Chief; and;
 - B. Unlimited members can take personal leave by seniority as long as coverage can be found.
 - C. Personal days will not be taken on holidays.
 - D. May be taken in 8 increments or half-shifts.

ARTICLE XXXII PARAMEDIC CERTIFICATIONS

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

ARTICLE XXXIII TRAINING

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

ARTICLE XXXIV MAINTENANCE OF MEMBERSHIP

1. An employee who joins the Union after the signing of this Agreement shall remain a member of the Union as a condition of continued employment during the term of this Agreement.
2. No employee will be allowed to join the Union until the completion of his/her probation period.
3. Any employee who chooses not to join the Union must pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues described in Article XXI of this agreement.

ARTICLE XXXV HOLDOVER

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

- D. Hours accrued for holdover will not be added to the main hour list.
- 3. Management shall continue to work diligently to find coverage for this shift.
- 4. In no way shall this article prevent members from attempting to work out a solution among themselves. If another on-duty member opts to stay for the member selected for hold-over, then the member staying shall have the hours worked applied to their mandatory overtime tally.

ARTICLE XXXVI PROMOTIONS

- 1. Promotion to Lieutenant (or Inspector) will be accomplished by the following process. In order for an employee to be eligible to test for Lieutenant they must have completed six (6) consecutive years of employment as a Firefighter. :
 - A. A written examination shall be given, by a mutually agreed upon (Union and Fire Chief) testing facility, once a year (date to be agreed upon by Union and the Fire Chief). All candidates need a minimum passing grade of 70 to proceed to the next step. A candidate must only pass the written test once every four (4) years to be eligible to proceed to the next step.
 - B. When a position becomes available, an assessment center process (Process must be agreed upon by the Union and the Fire Chief) will be given to all candidates that have passed the written test and will rank all candidates by score highest to lowest. All candidates need minimum passing score of 70 percent to pass.
 - C. The Fire Chief shall choose one or more candidates for the top 5 candidates depending on the number of vacant positions. Once all top 5 candidates have been promoted the chief may choose from the next 5 candidates. The fire chief will recommend those candidates to the Town Manager for promotion.
 - D. The eligibility list will remain in effect for one year from the date posted. Any candidate may keep his/her score from the previous assessment center for an additional two year period, or opt to retake the process. Any candidate who opts to keep their previous score will be ranked in the new process accordingly to the prior test score, and be placed accordingly on the new list.
 - E. A maximum of 10% of the total score shall be accorded for longevity, based on time-in-service as a full-time Firefighter with the Town of Londonderry and with the stipulation that that employee has had a minimum of nine (9) college credits or 4 years military service with honorable discharge, IAFF Hazmat tech and Firefighter Level III.
 - F. A list of books that will be used for the test bank and the percentages of questions used from each book will be mutually agreed upon by the Union and the Fire Chief, prior to the test date, and posted as soon as possible.

ARTICLE XXXVII ASSIGNED STATIONS

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

ARTICLE XXXVIII EMPLOYEE TRANSFERS

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

ARTICLE XXXIX TEMPORARY ASSIGNMENT

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

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

ARTICLE XL EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement between the Town and the Union arrived at as a result of collective bargaining except any amendments hereafter agreed to, reduced to writing, and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and without qualification, waives the right to raise issues not covered by this Agreement, except as outlined in Paragraph 1 of this Article.

ARTICLE XLI DURATION OF THIS AGREEMENT

This agreement shall be in force and effect from July 1, 2011 through June 30, 2014.

FOR THE UNION

FOR THE TOWN OF LONDONDERRY

IAFF, Local 3160
By its duly authorized President

Town Manager
Town of Londonderry, NH

Professional Firefighters of Londonderry - Local 3160, IAFF
July 1, 2011 - June 30, 2014

Appendix A

IAFF - LOCAL 3160

Effective July 1, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Firefighter	\$ 18.30	\$ 18.76	\$ 19.23	\$ 19.71	\$ 20.21	\$ 20.71	\$ 21.23	\$ 21.76	\$ 22.30	\$ 22.86	\$ 23.43	\$ 24.07		
	\$ 39,978.00	\$ 40,977.45	\$ 42,001.89	\$ 43,051.93	\$ 44,128.23	\$ 45,231.44	\$ 46,362.22	\$ 47,521.28	\$ 48,709.31	\$ 49,927.04	\$ 51,175.22	\$ 52,565.00		
Firefighter/ Medic	\$ 20.07	\$ 20.57	\$ 21.09	\$ 21.62	\$ 22.16	\$ 22.71	\$ 23.28	\$ 23.86	\$ 24.46	\$ 25.07	\$ 25.69	\$ 26.45		
	\$ 43,838.00	\$ 44,933.95	\$ 46,057.30	\$ 47,208.73	\$ 48,388.95	\$ 49,598.67	\$ 50,838.64	\$ 52,109.61	\$ 53,412.35	\$ 54,747.65	\$ 56,116.35	\$ 57,759.00		
Lieutenant	\$ 24.24	\$ 24.84	\$ 25.46	\$ 26.10	\$ 26.75	\$ 27.42	\$ 28.11	\$ 28.91						
	\$ 52,933.00	\$ 54,256.33	\$ 55,612.73	\$ 57,003.05	\$ 58,428.13	\$ 59,888.83	\$ 61,386.05	\$ 63,140.00						
Lieutenant/ Medic	\$ 26.55	\$ 27.22	\$ 27.90	\$ 28.60	\$ 29.31	\$ 30.04	\$ 30.79	\$ 31.78						
	\$ 57,993.00	\$ 59,442.83	\$ 60,928.90	\$ 62,452.12	\$ 64,013.42	\$ 65,613.76	\$ 67,254.10	\$ 69,399.00						
Tel./Ops	\$ 18.67	\$ 19.13	\$ 19.61	\$ 20.10	\$ 20.60	\$ 21.12	\$ 21.65	\$ 22.39						
	\$ 38,826.00	\$ 39,796.65	\$ 40,791.57	\$ 41,811.36	\$ 42,856.64	\$ 43,928.06	\$ 45,026.26	\$ 46,568.00						
Fire Inspector	\$ 22.32	\$ 22.88	\$ 23.45	\$ 24.03	\$ 24.63	\$ 25.25	\$ 25.88	\$ 26.53	\$ 27.19	\$ 27.87	\$ 28.57	\$ 29.28	\$ 30.01	\$ 30.66
	\$ 46,420.00	\$ 47,580.50	\$ 48,770.01	\$ 49,989.26	\$ 51,238.99	\$ 52,519.97	\$ 53,832.97	\$ 55,178.79	\$ 56,558.26	\$ 57,972.22	\$ 59,421.52	\$ 60,907.06	\$ 62,429.74	\$ 63,778.00

Appendix A shall be adjusted throughout the term of this Agreement pursuant to Article XXII.

**TOWN OF LONDONDERRY
NOTICE OF PUBLIC HEARING
FY12 PROPOSED TOWN BUDGET**

Notice is hereby given that the Londonderry Town Council will receive public input on the proposed FY12 Town Budget and Warrant on Thursday, February 3, 2011 beginning at 7:00 PM in the Moose Hill Conference Room, Town Hall, 268B Mammoth Road, Londonderry, N. H.

The Warrant under consideration includes:

	Current FY 11	Proposed FY 12
Article 3 Highway Reconstruction Bond Issue	\$1,048,000	\$1,048,000
Article 4 Expendable Maintenance Trust	200,000	200,000
Article 5 General Operating Budget		
Town Council	12,739	12,104
Town Manager	379,194	379,160
Moderator	300	300
Budget Committee	50	1
Conservation Comm	3,476	3,300
Town Clerk	500,655	463,637
Supervisors –Checklist	17,039	17,314
Finance & Administration	604,745	601,338
Assessing	391,830	362,475
IT	336,660	312,275
Legal	110,000	104,500
Zoning	41,271	40,777
General Government	447,676	418,249
Cemetery	34,710	32,974
Insurance	225,440	234,006
Planning & E.D.	474,564	435,446
Police Dept.	6,853,207	6,920,421
Fire Dept.	5,624,253	5,535,374
Building Dept.	269,508	395,996
Public Works Dept.	3,260,101	3,051,023
Solid Waste	1,844,556	1,899,790
General Assistance	200,480	182,680
Family Mediation	27,834	-
Recreation	143,815	136,624
Library	1,304,304	1,271,082
Senior Affairs	54,085	53,668
Debt Service	2,820,751	2,863,397
Total – Operating Budget	\$25,983,243	\$25,727,911

Article 6	Capital Reserve Funds	\$ 325,000	\$ 325,000
Article 7	Master Plan Non-Capital Reserve		50,000
Article 8	Special Revenue Funds		
	Sewer Division	2,690,526	4,579,758
	Cable Division	376,753	366,657
	Police Outside Details	447,183	465,315

Public input shall also be received on any citizen petitions received by the February 1 deadline and any proposed collective bargaining agreements.

Londonderry Town Council

To the inhabitants of Londonderry in the County of Rockingham in said State qualified to vote in Town Affairs:

Voters are hereby notified to meet at the Londonderry High School Gymnasium in Londonderry on Tuesday the eighth (8th) day of March, 2011, at seven o'clock in the morning to choose all necessary Town Officers for the ensuing year, and to act upon bond and note articles, together with any amendments to the Town Charter, all by official ballot, the polls to be open at seven o'clock in the morning and to close not earlier than eight o'clock in the evening.

Voters are further notified to meet at the Londonderry High School Cafeteria on Saturday, March 12, 2011 at nine o'clock in the morning to discuss, amend and act upon articles, the proposed Fiscal Year 2012 budget and all other matters to come before the meeting.

ARTICLE NO. 1 ***[ELECTION OF OFFICERS]***

To choose all necessary Town Officers for the ensuing year, or until another is chosen or appointed and qualified.

ARTICLE NO. 2 ***[CHARTER COMMISSION]***

Shall the municipality approve the charter amendments summarized below?

To adopt the official ballot budgetary town meeting, by amending various sections of the charter. A deliberative session of the budgetary town meeting, to debate, discuss and amend budgetary articles, will take place between the first and second Saturdays (inclusive) following the last Monday in January. All articles, as amended, will then be placed on the official ballot for vote on the second Tuesday in March. Bond articles will require a three-fifths majority for passage. In the event that the proposed operating budget fails, a default budget will control unless a special town meeting is held to consider a revised operating budget.

ARTICLE NO. 3 ***[BOND ISSUE FOR HIGHWAY RECONSTRUCTION]***

To see if the Town will vote to raise and appropriate **ONE MILLION FORTY-EIGHT THOUSAND DOLLARS (\$ 1,048,000)** for the reconstruction of roads.

Said sum to be raised by the issuance of serial bonds or notes not to exceed **ONE MILLION DOLLARS (\$1,000,000)** under and in compliance with the provisions of the Municipal Finance Act (NH Revised Statutes Annotated Chapter 33) and to authorize the Town Council to issue and negotiate such bonds or notes, to determine the rate(s) of interest thereon and to take such other actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town of Londonderry, and to authorize the Town Council to accept any funds from the State of New Hampshire, the Federal Government, and private sources, as may become available, and pass any vote relating thereto and **FORTY EIGHT THOUSAND DOLLARS (\$48,000)** for the first year's interest payment and bond issuance costs on said bond and to authorize the

transfer of the June 30 fund balance in that amount for this purpose. (Ballot Vote – 60% approval required)

(If passed, this article will require the Town to raise \$0 in property taxes, resulting in a tax rate impact of \$0.00 in FY 12; \$140,000 in property taxes, resulting in a tax rate impact of \$0.04 in FY 13; and \$136,000 in property taxes, resulting in a tax rate impact of \$0.04 in FY14, based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: x-x-x)

ARTICLE NO. 4 [EXPENDABLE MAINTENANCE TRUST FUND]

To see if the Town will vote to raise and appropriate the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** to be placed in the Town's Maintenance Trust Fund created by the voters at the 2003 Town Meeting for the purpose of repairing and maintaining town facilities and to authorize the use of the June 30 Fund Balance in the amount of \$135,000 towards this appropriation.

(If passed, this article will require the Town to raise \$65,000 in property taxes, resulting in a tax rate impact of \$0.02 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes 5-0-0) Budget Committee - (Yes x-x-x)

ARTICLE NO. 5 [FISCAL YEAR 2012 TOWN OPERATING BUDGET]

To raise such sums of money and make appropriations of the same as may be necessary to defray Town charges, exclusive of warrant articles and increases resulting from collective bargaining agreements, for the ensuing fiscal year, July 1, 2011 through June 30, 2012.

(If passed, this article will require the Town to raise \$14,865, 919 in property taxes, resulting in a tax rate impact of \$4.48 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (\$25,727,911 - Yes: 5-0-0) Budget Committee - (\$25,727,911 - Yes: x-x-x)

ARTICLE NO. 6 [APPROPRIATE FUNDS TO CAPITAL RESERVE FUNDS TO REPLACE AMBULANCES, HIGHWAY HEAVY EQUIPMENT, FIRE TRUCKS AND HIGHWAY TRUCKS]

To see if the Town will vote to raise and appropriate the sums set forth below to be placed in capital reserve funds already established, and to authorize the use of the June 30

Fund Balance in the amount of \$125,000 towards this appropriation:

Ambulances	\$ 60,000
Highway Trucks	\$ 80,000
Highway Heavy Equipment	\$ 40,000
Fire Trucks	<u>\$ 145,000</u>
	\$ 325,000

(If passed, this article will require the Town to raise \$200,000.00 in property taxes, resulting in a tax rate impact of \$0.06 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: x-x-x)

ARTICLE NO. 7 [MASTER PLAN FUNDING]

To see if the Town will vote to raise and appropriate **FIFTY THOUSAND DOLLARS (\$50,000)** for the future updating of the Town Master Plan, to authorize the use of the June 30 Fund Balance for this purpose, and to place said funds in the Non-Capital Reserve Fund established for this purpose under Article 14 at the 2008 Town Meeting.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.00 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: x-x-x)

ARTICLE NO. 8 [FUND SPECIAL REVENUE ACCOUNTS]

To see if the Town will vote to raise and appropriate the sums set forth below from the special revenue funds already established. Such appropriations shall be used for the purpose of covering Police Outside Details, Cable and Sewer Expenses, and shall be funded from various vendors and users of Police, Cable and Sewer Services. Any surplus in said funds shall not be deemed part of the General Fund accumulated surplus and shall be expended only after a vote by the legislative body to appropriate a specific amount from said funds for a specific purpose related to the purpose of the funds or source of revenue.

Sewer Division Fund	\$ 4,579,758
Cable Franchise Fee Fund	366,657
Police Outside Detail Fund	<u>465,315</u>
	\$ 5,411,730

(These services are funded through user fees and require no property tax support)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: x-x-x)

ARTICLE NO. 9 - [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN IAFF Local 3160 and THE TOWN OF LONDONDERRY]

To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Town of Londonderry and the International Association of Firefighters, (IAFF) Local 3160, which calls for the following appropriations for salaries and benefits over what was raised under any current agreements and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase From Prev. FY</u>	<u>Tax Increase From Prev. FY¹</u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Incr.</u>
FY 12	\$ 5,000.00	\$ 0.002	\$ 5,000.00	0.0%
FY 13	\$ 62,325.00	\$ 0.02	\$ 67,325.00	2.0%
FY 14	\$ 78,513.00	\$ 0.02	\$ 145,838.00	2.5%

and further, to raise and appropriate the sum of \$ **5,000.00** for the FY12 expenses (\$0.002 on the tax rate), such sum representing the additional cost attributable to the increase in salaries and benefits over those of the appropriation at the current staffing levels paid under any existing agreements. (AFSCME Local 3160 represents 41 full time Fire Department employees.)

(If passed, this article will require the Town to raise an additional \$5,000.00 in property taxes, resulting in a tax rate increase of \$0.002 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: x-x-x)

Budget Committee - (Yes: x-x-x)

ARTICLE NO. 10 [AUTHORIZATION FOR SPECIAL MEETING ON COST ITEMS]

To see if the Town will vote, if Article 9 is defeated, to authorize the Town Council to call one special meeting, at its option, to address Article 9 cost items only.

(This article, if passed will have no tax impact.)

This article is supported by:

Town Council - (Yes: x-x-x)

Budget Committee - (Yes: x-x-x)

ARTICLE NO. 11 [FIRE-RESCUE PERSONAL PROTECTIVE CLOTHING]

Shall the voters of the Town of Londonderry vote to raise and appropriate the sum of \$20,000 to fund the replacement of **Personal Protective Clothing** for members of Londonderry Fire Rescue? If approved, the cost of running the program will become part of the annual operating budget in subsequent years. *(By petition)*

(If passed, this article will require the Town to raise \$20,000.00 in property taxes, resulting in a tax rate increase of \$0.01 in FY 12 based upon projected assessed values.)

*This article is supported by:
Town Council - (Yes: x-x-x) Budget Committee - (Yes: x-x-x)*

ARTICLE NO. 12 [CALL FIREFIGHTER PROGRAM]

Shall the voters of the Town of Londonderry vote to raise and appropriate the sum of \$20,000 to fund the salary and benefits and other program needs for the call fire-fighter program? If approved, the cost of running the program will become part of the annual operating budget in subsequent years. *(By petition)*

(If passed, this article will require the Town to raise \$20,000.00 in property taxes, resulting in a tax rate increase of \$0.01 in FY 12 based upon projected assessed values.)

*This article is supported by:
Town Council - (Yes: x-x-x) Budget Committee - (Yes: x-x-x)*

ARTICLE NO. 13 [TRANSACTION OF OTHER BUSINESS]

To transact any other business that may legally come before this meeting. No business enacted under this article shall have any binding effect upon the Town.

Given under our hands and seal, this seventh day of February, in the year of our Lord, Two Thousand and Eleven.

Paul DiMarco - Chairman

Sean O'Keefe - V. Chairman

Michael Brown - Councilor

Tom Dolan - Councilor

John Farrell - Councilor

TOWN COUNCIL

I hereby certify that notice was given to the inhabitants of the Town of Londonderry to meet for the 2011 Town Meeting at the time and place indicated in this Warrant, by posting an attested copy of this document on February 08, 2011 at the Londonderry High

School Gymnasium and Cafeteria, the place of meeting, and at the Town Hall, School District Office and Leach Public Library.

David R. Caron
Town Manager