



**AGREEMENT BETWEEN**

**TOWN OF DERRY**

**AND**

**DERRY FIRE OFFICERS UNIT**

**of**

**IAFF LOCAL 4392**

**ENDING JUNE 30, 2021**

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## Article-1 Agreement

1. This Agreement between the Town of Derry Fire Department (hereinafter called the "Department" or "Town") and the "Derry Fire Officers Unit" (hereinafter called the "Unit") an independent bargaining unit of Local 4392 of the International Association of Fire Fighters Union (hereinafter called the "Union") is made and entered into on this 15 day of November, 2016.
2. Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

## Article-2 Purpose

The general purpose of this Agreement is to set forth agreements reached between the Department and the Unit with respect to wages, hours, and other terms and conditions of employment for Fire Department personnel in the Unit described in the Recognition clause.

## Article-3 Recognition

1. The Department recognizes the Unit as the exclusive bargaining agent for all regular permanent administrative and supervisory personnel, whose pay scales are reflected in Appendix A of this Collective Bargaining Agreement.
  - Battalion Chiefs
  - Captains
  - Lieutenants
  - Director of Mechanical Division
2. The term "employee" as used herein refers to members of this Unit as listed above.
3. It is understood that nothing contained in this Article shall be construed to prevent the Department or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subject of collective negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Unit.
4. The inclusion or exclusion in the Unit of new personnel classifications established by the Department subsequent to the effective date of this Agreement shall be preceded by discussion with the Unit. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
5. The exclusion of members from the Unit for the purpose of assuming confidential status shall be preceded by discussion with the Unit. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

## Article-4 Probation

1. In the event that a member of this unit is a newly hired employee, then he shall serve a probationary period of one (1) year and shall have no rights based on seniority during this period.
  - a. Up to six (6) months of service credit may be given for previous applicable service at the time of employment. The employee shall be eligible for a step increase upon completion of their probationary period and annually thereafter.
  - b. Employees on probation shall, in so far as applicable, be subject to all other clauses of this Agreement. All employees who have completed the probationary period shall be known as permanent employees and the period of time served in probation shall be credited as part of the employee's seniority.

## Article-5 Non-Discrimination

The Department and the Union agree not to discriminate against a member of the Union because of age, sex, transgender status, race, color, creed, marital status, physical or mental disability, national origin, sexual orientation, religious belief, genetic information, veteran's status, or any other legally protected classification, or membership or non-membership in the Union.

## Article-6 Management Rights

1. The parties agree that all the rights and responsibilities of the Department which have not been specifically provided for in this Agreement are retained in the sole discretion of the Department whose right to determine and structure the goals, purposes,

functions, and policies of the Department without prior negotiations with the Unit and without being subject 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, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, discharge or take other disciplinary actions against an 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;
  - c. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Department operations;
  - d. The right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Department operations are to be conducted;
  - e. The right to take such action as may be necessary to carry out the missions of the Department in case of emergencies;
  - f. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith;
  - g. The right to subcontract.
2. The Union/Unit and Town agree that prior to subcontracting emergency services, a joint labor management committee will be formed to investigate and report on subcontracting. The joint labor management committee shall be made up of equal numbers of labor and management. Furthermore, the joint labor management committee must recommend any subcontracting of emergency services.
  3. The exercise of the management rights and responsibilities of the Department set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement, except that where, a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievances alleging a failure to comply with such procedures will be subject to Grievance Article of this Agreement.
  4. Nothing in this Agreement shall be construed to limit the right of the Fire Chief or his designee to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

## **Article-7 Union/Unit Security**

1. All present or future employees presently in the Unit covered by this Agreement shall remain members of the Union in good standing after the signing of this Agreement unless written notification of resignation is submitted to the Union and the Department.
2. All present and future employees shall decide on their own, if they desire membership into the Union. Any employee who is not a member of the Union shall as a condition of employment pay a monthly service charge equivalent to the dues and assessments paid by a member to the Union. Upon such decision, they shall notify both the Department and the Union in writing.
3. Any employee not covered by this Agreement may at any time become a member in good standing of this Union/Unit, knowing that they are not included in the Unit.

## **Article-8 Agreement Binding on Successors**

This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever.

## **Article-9 Savings Clause**

If any provision of this Agreement, or the applications 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 affect.

## **Article-10 Union/Unit Business**

1. One (1) employee elected to Union/Unit Office shall be granted time to perform their Union/Unit functions, without loss of pay, including attendance at conventions and seminars which are specifically listed as the following :
  - a. International Association of Fire Fighters Convention – biennially
  - b. New Hampshire State Labor Council Convention - 1 per year

- c. PFFNH - quarterly (not to exceed four per year)
  - d. Seminars of the International Association of Fire Fighters within the State (not to exceed one (1) per year). The Chief may, at his discretion, allow for additional leave for these seminars.
2. A request in writing is required for qualification for pay to attend any Union convention, seminar or business as listed above.
  3. Leave from duty with pay shall be granted to the members of the Unit negotiating committee, not to exceed three (3) such members who will attend meetings between the Department and the Unit for the purpose of negotiating the terms of a contract, provided the employee was scheduled for duty at a time simultaneous to the attendance of such meeting.
  4. The grievant and one (1) Union representative each allowed one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances through each step of the Grievance Procedure contained in the Grievance Article.
  5. All personnel shall have such additional rights, if any, as are granted them under New Hampshire Revised Statutes Annotated, Chapter 273-A (RSA 273-A).
  6. The Department agrees that the Executive Board of the Union shall be allowed to meet in Executive Session at the Derry Fire Department limited to two (2) per month, as long as such meetings do not hinder the normal operation of the Department and those attending any such Executive Session notify the officer in charge on duty.
  7. The Department agrees to allow the Union/Unit use of a fire station for Union/Unit meetings with notification to the Fire Chief.
  8. All correspondence relating to the administration of this Agreement or matters between the Union/Unit and the Department will be addressed and delivered to the Fire Chief or designee during their duty hours.
  9. The Unit shall have the right to erect bulletin boards in headquarters and all substations. The Fire Chief and Vice-President of the Unit shall approve the size and its location. The Union/Unit agrees that it shall not cause or permit the posting of any matter that does not concern the Union/Unit or Union/Unit business.
  10. A copy of this Agreement shall be placed in all stations and will be available to all personnel.

## **Article-11 Discipline and Termination for Cause**

1. A permanent employee may be disciplined or terminated/dismissed if there is found to be Just Cause for such action. Probationary employees may be disciplined or terminated/dismissed at the discretion of the Department and shall not have recourse through the Grievance Procedure, as set forth in Article 13.
2. In order for just cause to be found, the following must be satisfied:
  - a. Notice: The Department has given the employee forewarning of the possible consequences of his conduct.
  - b. Reasonable Rule or Order: The Department's rules are reasonably related to the orderly, efficient and safe operation of the Department and how the Department expects the employee to perform.
  - c. Investigation: The Department shall investigate what rule or order was violated before administering discipline.
  - d. Fair Investigation: The Department shall conduct a fair and objective investigation.
  - e. Proof: The Department shall obtain substantial proof or evidence that the employee is guilty of the violation they are accused of.
  - f. Equal Treatment: The Department shall apply its rules, orders and penalties even handedly without discrimination.
  - g. Penalty: The Department shall consider the seriousness of the employee's proven offense and prior service record before administering discipline.
3. All suspensions and discharges must be communicated in writing and the reasons for such action should be stated clearly within such a statement. The affected employee and the Union/Unit shall each receive a copy of the document.
4. The Unit/Union and Department agree that a hearing shall be held with the employee prior to any termination. The employee shall be entitled to representation by the Unit/Union at that hearing.

## Article-12 Consultation

Representatives of the Union may meet with the Fire Chief or his designee at any time, to discuss matters of mutual concern that arise of an urgent or emergency nature. However, official grievances must be submitted in accordance with the procedure contained in this Agreement.

## Article-13 Grievance Procedure

1. A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which the individual grievant alleges a personal loss or injury, or action by the Town (or its representative) that contradicts the language of this agreement.
  - a. An employee who has a "complaint" must take up the complaint with his immediate supervisor verbally before he can process the complaint as a formal grievance. The immediate supervisor shall give his answer within five (5) business days. It is anticipated that nearly all complaints can be resolved informally without a grievance.
  - b. By mutual agreement, the Union and the Fire Chief may initiate the grievance procedure at Step 2.
2. Each grievance must be submitted in writing by the Union and must contain a statement of the fact surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.
3. Procedure
  - a. Step 1 - An employee desiring to process a Grievance must file a written statement of the Grievance with the immediate supervisor no later than ten (10) business days after the employee knew of the facts on which the Grievance is based and in no case, no more than three (3) months from the occurrence. The supervisor shall meet the employee within three (3) business days following receipt of the Notice and shall give a written decision within five (5) business days thereafter.
  - b. Step 2 - If the Union is not satisfied with the decision of the supervisor, the Union may file within ten (10) business days following the supervisor's decision a written appeal to the Fire Chief setting forth the specific reasons why he believes the Agreement is being violated by the Town action in question. Within ten (10) business days following receipt of the appeal, the Fire Chief or his designee shall meet with the Union. The Fire Chief shall give a written decision within five (5) business days thereafter.
  - c. Step 3 - If the Union is not satisfied with the decision of the Fire Chief the Union may file, within ten (10) business days following the Fire Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he believes the Agreement is being violated by the Town action in question. Within ten (10) business days following receipt of the appeal the Town Administrator or his designee shall meet with the Union. The Town Administrator shall give a written decision within five (5) business days thereafter.
  - d. Step 4 - If the Union is not satisfied with the decision of the Town Administrator, the Union may file within ten (10) business days following the Town Administrator's decision, a written request with the Town Administrator for Grievance Mediation by the Federal Mediation and Conciliation Service prior to submitting to arbitration. Providing both parties mutually agree to Grievance Mediation, the parties shall submit a joint written request to the FMCS for assistance. Should either party disagree, then the grievance shall immediately move to arbitration. The parties agree to abide by all guidelines set forth by the FMCS for Grievance Mediation. The parties further agree to waive all stated time limits herein while pursuing Grievance Mediation through the FMCS. Should the FMCS deny the request for assistance, or the parties fail to reach a resolution through Grievance Mediation, the employee may immediately move the grievance to Step 5.
  - e. Step 5 - If the Union is not satisfied with the decision of the Town Administrator or the outcome of Step 4, the Union may file within twenty (20) business days following receipt of the decision of the Town Administrator or his designee a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.
4. The party against whom the decision is rendered shall pay any and all expenses relative to the arbitration.
5. The foregoing time limitations may be extended by mutual agreement of the parties. Such extension shall be agreed to in writing.
6. Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Fire Department.
7. If the Town fails to abide by the time limits set out in this Article then the grievant shall be able to move the grievance to the next available step.

8. The employee will, within three (3) days prior to the date of a hearing, notify the Fire Chief, or his designee, in writing, of the names of Unit members whom he wants to represent him, and testify on his behalf. The Town agrees to provide coverage for at least the representative and two (2) of the testifying members whose names appear on the list.

## **Article-14 No-Strike**

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

## **Article-15 Residency Clause**

1. It is desirable to have all employees live within 30-mile radius of headquarters.
2. Members of this Unit agree to a re-opener limited to a residency requirement should it be deemed operationally necessary and if jointly agreed upon during the term of this agreement.

## **Article-16 Protection of Department Property and Equipment**

1. It shall be the responsibility of any and all employees having custody of any equipment and/or property of the Department to see that it is property cared for, kept clean, and returned to its proper place of storage.
2. All property issued by the Department to any employee must be returned upon separation from employment.
3. It shall be the sole financial responsibility of any employee for all lost or damaged Department equipment, unless such loss or damage occurs in the official line of duty. Such incidents shall be reported immediately to the employees shift supervisor. The shift supervisor may elect to advise the Fire Chief as expediently as is practical.

## **Article-17 Seniority**

1. For the purpose of this Agreement there shall be three (3) types of seniority.
  - a. Department Seniority - Shall be defined as the total length of full-time employment with the Department and shall be determined in the first instance by reference to the date of commencement of employment. Employees hired on or after July 1, 2007 shall be ranked by the Town.
  - b. Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, retirement or layoff.
  - c. Job Classification Seniority - Shall be defined as the total length of full-time employment in a particular job classification, and shall be determined in the first instance by reference to the date of commencement of employment in that job classification.
  - d. Unit Seniority - Shall be defined, as the total length of continuous time an employee is a member of the Unit.
2. Should two (2) or more employees be appointed to their present job classification on the same date, the employee with the greater department seniority shall be deemed to have the greater job classification seniority.
3. Should two (2) or more employees have identical department seniority, then the employee with the greater job classification seniority shall be deemed to have the greater department seniority.
4. The Town will prepare department, job classification and Unit seniority lists on, or about, January 1. Lists will be posted and a copy forwarded to the Union President.
5. An employee's normal work assignment shall be determined by the Fire Chief or his designee (senior officer on duty), and he shall be assigned to said work provided he is qualified for the job consistent with the requirements established by the Department to maintain the necessary level of proficiency appropriate for efficient operations within the Department. The Fire Chief, or his designee, shall be the sole judge of qualifications and ability.

6. Preference shall be given based on Unit seniority for the selection of earned time. In addition, where all other factors of qualification and ability are equal in decisions relating to promotions, seniority shall be the determining factor regarding such promotion.

## **Article-18 Personnel Reduction and Recall**

1. In the case of a personnel reduction, the Fire Chief after due consideration of past performance and personnel record, shall determine who shall be laid off first. Time in the service of the Department shall be given consideration.
2. For the purpose of this article, all employees who have achieved ten (10) years of service with the Department will be considered "tenured" and exempt from layoff process until such time as all non-tenured employees have been laid-off. All non-tenured Unit members will form the initial list from which the personnel reduction will be made. Department seniority will be the primary, but not the only consideration in personnel reduction.
3. The Town agrees that no member of this Unit who was an employee on July 1, 2005 shall be subject to any layoff or demotions during their respective careers with the Town except for just cause.
4. The Department will maintain the names of employees laid off from the Unit on a recall list for twenty-four (24) months from the date of such lay-off. A copy of this list shall be forwarded to the Secretary of Local 4392 within ten (10) days. Such employees will be offered recall when or if vacancies occur in the Unit. If a laid-off employee is notified by telephone or by certified letter sent to his last known address on the records of the Department to return to work, he must notify the Department within five (5) business days of his intention to comply or accept and must report to work within ten (10) business days of such notification or he shall cease to have any rights based on seniority and shall be terminated. Recalled employees who return to work will be credited with prior length of service, provided such employee has not withdrawn his contribution from the State Fire Fighters Retirement System.
5. In case of personnel reduction, probationary employees shall be laid off prior to any permanent employee.
6. In the event of a layoff or reduction in this Unit, members of this Unit shall have bump down rights to the Firefighters' Unit as long as said member has more Department seniority than members of the Firefighter Unit.
7. In the event that the Town determines the need for reductions, they agree to notify the Unit of any "buy-out package". Such a package will be offered to all Unit members.
8. In the event that the Town determines the need for any reductions they shall commence discussions with the Union to discuss alternative solutions to layoffs.

## **Article-19 Holidays**

1. The following holidays are those that shall be recognized and observed by Agreement:

New Years Day	Labor Day
President's Day	September 11
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **Article-20 Holiday Pay**

1. In order to qualify for holiday pay, employees assigned to staff positions and line personnel who are temporarily assigned to staff positions (40 hour per week positions), except for light duty assignments, must have worked their scheduled workday before and after said holiday. For purposes of such eligibility, authorized disability leave, earned time or an approved special leave shall be considered time worked.
2. Employees assigned to line positions shall receive holiday pay regardless of whether they physically worked the day and/or shift before or the day and/or shift after the holiday.
3. On duty line personnel will receive 30% of their gross weekly pay as holiday pay; off duty line personnel will receive 20% of their gross weekly pay as holiday pay.

4. Staff personnel shall have the observed holiday off with pay. When a holiday is observed on the employee's day off the employee shall be given eight (8) hours of additional earned time.

## Article-21 Earned Time

1. Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal days, maternity leave, military leave, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, earned time puts these days together into a single benefit. Earned time can be used for a variety of purposes, including a payment in cash at the time of termination. Earned time is available as soon as it is "earned." The exact number of earned time hours available each year will depend on the years of service to the Town.
2. Employees who are employed in a full time position are covered by earned time. The accrual rates are as follows:

Years of Service	Per Month Hours	Annual hours
0 thru 6 yrs	22	264
After 7 thru 11 yrs	26	312
After 12 thru 15 yrs	30	360
After 16 thru 20 yrs	34	408
After 21 thru 24 yrs	38	456
25 and above	42	504

3. For the purposes of the earned time benefit, years of service will be calculated from the initial date of employment. Employees may accumulate earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked in supplemental compensation such as overtime are excluded) and on years of service to the Town.
4. Excess of 672 hours may, at the employee option, be purchased by the Town at a rate of one (1) earned hour for one (1) hour of pay. An employee interested in selling accrued earned time in excess of 672 hours shall notify the Fire Chief in writing prior to December 1, March 1, or September 1 of their intent to sell the excess hours. For written notices received on or before December 1<sup>st</sup>, the date of purchase will be the second payday in January for the excess as of December 31<sup>st</sup>. For written notices received on or before March 1<sup>st</sup>, the date of purchase will be the second payday in April for the excess as of March 31<sup>st</sup>. For written notices received on or before September 1<sup>st</sup>, the date of purchase will be the second payday in October for the excess of September 31<sup>st</sup>.
5. Accrual limits shall be 1344 hours.
6. Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one year will have his service bridged for purposes of computing earned time accrual. For breaks of more than one year, any consideration for prior service shall be at the sole discretion of the Town Administrator.
  - a. For the purposes of this section, termination shall include any approved leave of absence such as for health reasons, military leave, and also includes layoffs.
7. Usage of Earned Time
  - a. Earned time may be used at any time after being earned.
  - b. The Fire Chief or his designee will approve all requests for non-emergency earned time. Once approved the selection is guaranteed.
    - 1) In the event of a non-requested transfer or promotion, the member's earned time shall be guaranteed.
  - c. No more than one (1) officer shall be on non-emergency earned time from the same duty shift except for those shifts with more than four (4) officers in which case no more than two (2) officers shall be on non-emergency earned time from the same duty shift.
  - d. All employees requesting non-emergency earned time will fill out an earned time request and submit it to the Fire Chief or his designee for approval.
  - e. Non-emergency earned time may be used in one (1) hour increments with a minimum of two (2) hours.
    - 1) The Fire Chief may deny earned time usage of less than 24 hours due to operational needs. When earned time is denied, the Fire Chief shall inform the employee in writing of the reason for denial.
  - f. Non-Emergency earned time for each calendar year may not be requested prior to January 1<sup>st</sup>.
  - g. Earned time will be approved based on Unit seniority. Each member of this Unit based on Unit seniority on their respective Battalion, will have two (2) weeks to make their selection starting on January 1.
  - h. For their selection. (Each member can only select up to six (6) twenty-four (24) shifts). All members shall have their selection completed by the second week of January.

- i. After the second week of January all requested earned time shall be selected based on availability. All other earned time rules apply at this point.
    - 1) Exception: An individual may sign up for earned time for the following year prior to the January 1<sup>st</sup> date, but only with notice and approval of all senior members of their respective Battalion.
- 8. Denial of Use - When earned time is denied, the employee shall be informed in writing, of the reason for the denial. Such reasons may be, but not limited to, manpower strengths, emergency situations, or anticipation of inordinate demands for services.
- 9. Emergency Earned Time - Emergency earned time will be granted upon request (including but not limited to mental and physical sickness, and personal emergencies).
  - a. Upon request of emergency earned time, the employee shall state the nature of the emergency. For example, nature of illness, personal emergency, etc. The Department retains the right to require a physician's certification of fitness for duty for absences related to injury or illness equal to or more than two (2) duty shifts.
  - b. Emergency earned time will not affect any other employee who has already been granted earned time.
  - c. Employees utilizing emergency earned time while already on duty will only be docked for the actual amount of time taken.
  - d. Employees utilizing emergency earned time related to illness or injury may not eligible for shift overtime for a period of twenty-four (24) hours immediately following the shift that the emergency earned time is used.
  - e. Abuse of emergency earned time by line personnel, three (3) occurrences in a three (3) month period, may be subject to discipline.
  - f. Abuse of emergency earned time for administrative positions, six (6) occurrences in a three (3) month period, may be subject to discipline.
  - g. Employees may not use emergency earned time beyond the amount that they have accrued, except with written permission of the Fire Chief and Town Administrator.
- 10. Termination of Employment
  - a. All unused earned time will be paid at the time of termination or retirement.
  - b. Earned time is paid at the base pay rate at the time of termination.
  - c. In the event of the death of an employee, his earned time benefit shall be paid to his beneficiary in full as noted on the life insurance policy provided by the Town.
  - d. The Town and Unit agree to negotiate the earned time accrual prescribed in this Article hereof in regards to the future dollarization. The purposes of those negotiations will be for the conversion of the earned time accrued into a cash dollar equivalent. Such conversion to equivalent dollar value shall only be used for purposes of computing the buyout at time of termination or retirement.

## Article-22 Clothing

- 1. The Department shall furnish all protective clothing required of employees in the performance of their duties without cost to the employee.
- 2. All uniform clothing shall be distributed through a quartermaster system. A Battalion Chief designated by the Fire Chief shall administer this system.
- 3. All articles and accessories with residual usefulness to the Department must be returned upon separation of employment. This is to include protective clothing, badges, etc. Any items not returned shall be paid for at a reasonable fraction of original cost not to exceed 80% of that cost.

## Article-23 Longevity

- 1. Members of this Unit shall receive a longevity payment on the payday for the first week of December for the calendar year based on their length of service (see Appendix B) as of the first day of that preceding year as follows:
  - a. After 5 years of service - \$150.00
  - b. After 6 years and up to 10 years \$150.00 and \$30 for each year over 5 years
  - c. After 10 yrs - \$300.00 and \$50.00 for each year thereafter
  - d. After 20 yrs and up to 24 years \$1000
  - e. After 25 yrs and up to 29 years \$1300
  - f. After 30 years \$1500

2. Longevity payments shall be included in the regular rate for purposes of calculating overtime.
3. An employee who resigns or retires shall receive a prorated longevity payment based on 1/12 per month of that year's service time.
4. An employee who is dismissed for just cause prior to December 1st of any year shall forfeit his right to any and all longevity pay to which he would otherwise be entitled.

## **Article-24 Military Duty Pay**

1. Any employee under enlistment called to serve for annual training or a tour of duty with the National Guard or Armed Forces Reserves Unit shall be paid the difference between his pay for such government services and the amount of straight time earnings lost by him or her by reason of such service.
2. The Town agrees to continue to provide the healthcare coverage for any member activated with the same premium cost share, as if the employee was working.
3. Any individual covered by this Agreement, reporting for routine yearly active duty shall notify the Department in writing, thirty (30) days prior to departure date.
4. Earned time approval for military duty shall be excluded from usage limitations (as per Article 21 Earned Time) and shall not impact other members earned time usage.

## **Article-25 Bereavement Leave**

1. Pertaining to a death in the employee's immediate family, which will include spouse, father, mother, sister, brother, son, daughter, step-parents, stepson, stepdaughter, grandfather, grandmother, and spouse's mother or father, the employee will be allowed twenty-four (24) hours time off. The Fire Chief may allow additional time if requested by the employee.
2. The Fire Chief may, at his discretion, allow an employee up to twenty-four (24) hours as bereavement leave for the death of someone other than those family members listed in this Article.

## **Article-26 Disability Leave**

1. Employees who are injured while in the service of the Town are eligible for Workers' Compensation benefits.
2. For the duration of the injury, and not to exceed one (1) year, the Town will pay the employee his regular pay and the employee will assign his workers' compensation check(s) to the Town. If the workers' compensation check is greater, the excess payment will be reimbursed to the employee.
3. Thereafter, the employee will receive his Workers' Compensation benefit, which will not be supplemented by the Town.
4. The Town, and/or its Workers' Compensation carrier, retains the right to request updated medical information during the disability for which the Town or carrier is responsible to pay.
5. A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining: the nature of the disability, prognosis for recovery, and the probable length of disability.
6. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to his regular duties. The physician shall apply the standards set forth in NFPA 1582, Chapter 5, dated 2013 (Essential Job Tasks), attached hereto as Appendix C.
7. The Fire Chief shall make light duty assignments within the Department to employees released by their physician for light duty and are subject to the limitations set by their physician. The physician shall apply the standards set forth in NFPA 1582, Chapter 5, dated 2013 (Essential Job Tasks), attached hereto as Appendix C.

## Article-27 Supplemental Compensation (Benefits)

1. During the terms of this Agreement, the Department agrees to make available supplemental compensation (benefits) available to members of this unit as follows:
  - a. Health Insurance
    - i. Effective January 1, 2017, the Town shall provide employees with the option to enroll in either the Lumenos plan or the AB15IPDED plan provided by HealthTrust for single, 2-person, or family coverage. Employees will provide to the Town, through equal weekly payroll deductions, an insurance premium cost-sharing of the following percentages of the total monthly premium for that employee's level of coverage: 12.5% for the Lumenos plan and 12.5% for the AB15IPDED plan.
    - ii. Employees who opt to enroll in the Lumenos plan are eligible to open a health savings account ("HSA"), except as stipulated in Article 27(1)(a)(iii). During the term of this contract, for each year an employee is enrolled in the Lumenos plan the Town shall contribute as follows to his or her HSA account:
      1. In 2017, the Town shall contribute \$2,500 for employees enrolled in family or two-person coverage, and \$1,250 for employees enrolled in single coverage. The Town's contributions shall be made in equal installments on a quarterly basis.
      2. In 2018, the Town shall contribute \$2,500 for employees enrolled in family or two-person coverage, and \$1,250 for employees enrolled in single coverage. The Town's contributions shall be made in equal installments on a quarterly basis.
      3. In 2019, the Town shall contribute \$2,500 for employees enrolled in family or two-person coverage, and \$1,250 for employees enrolled in single coverage. The Town's contributions shall be made on a quarterly basis.
      4. In 2020, the Town shall contribute \$2,000 for employees enrolled in family or two-person coverage, and \$1,000 for employees enrolled in single coverage. The Town's contributions shall be made in equal installments on a quarterly basis.
      5. In 2021, the Town shall contribute \$2,000 for employees enrolled in family or two-person coverage, and \$1,000 for employees enrolled in single coverage. The Town's contributions shall be made in equal installments on a quarterly basis.
    - iii. Employees enrolled in the Lumenos plan may contribute to their HSA through payroll deduction, but not in excess of the amount that would cause the health insurance plan to be subject to the Cadillac Tax after consideration of the total premium cost for the Lumenos plan and the amount of the Town's contribution to the HSA, as stipulated in Article 27(1)(a)(ii). Upon the effective date of the Cadillac Tax, the Town shall annually notify employees enrolled in the Lumenos plan of the employees HSA contribution limit pursuant to this provision.
    - iv. If, in any year of the contract, the combination of the total premium cost for the Lumenos plan and the HSA contribution as stipulated in Article 27(1)(a)(ii) will cause the health insurance plan to be subject to the Cadillac Tax, the Town's HSA contribution as stipulated in Art. 27(1)(a)(ii) will be reduced by the amount necessary to prevent the plan from becoming subject to the Cadillac Tax. In the event such a reduction is necessary, the Town will provide affected employees with a wage stipend in an amount equal to the reduction amount.
    - v. Employees enrolled in the AB15IPDED plan are not eligible to open an HSA account. Such employees are, however, eligible to participate in a medical expense reimbursement account, "Flexible Spending Account" (FSA), which provides for reimbursement of qualifying medical expenses per the provisions of the Internal Revenue Code and the Affordable Care Act.
    - vi. Employee health insurance premium costs for the Lumenos plan or the AB15IPDED plan and Town HSA contributions in effect on June 30, 2021 shall remain frozen at those rates until such time as a successor agreement is reached. Should the parties agree to replace either the Lumenos plan or the AB15IPDED plan during the term of the agreement, the employee health insurance premium costs for the substituted plan(s) shall be frozen at the rates in effect on June 30, 2021 until such time as a successor agreement is reached.

- vii. Employees may also enroll in the AB10- R\$3/15M\$3/7 plan or the BC3T5RDR – RX10/20/45 plan provided by HealthTrust for single, 2-person, or family coverage. The Town shall share the cost of enrollment in AB10 plan or the BC3T5RDR plan with the participating employee up to the dollar value contributed by the Town to employees enrolled in the AB15IPDED plan, as set forth in Article 27(1)(a)(i). The remainder of the premium cost for the AB10 plan or the BC3T5RDR plan shall be paid by the employee through equal weekly payroll deductions.

In the event that any portion of the AB10 plan and/ or the BC3T5RDR plan will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the Town shall unilaterally discontinue offering the AB10 plan and/or the BC3T5RDR plan for employee enrollment and shall have no obligation to engage in impact bargaining related to its discontinuance. However, in such event, the Union shall be permitted to designate an alternate plan from the health insurance plan options provided by HealthTrust, so long as the alternate plan does not trigger the application of the so-called “Cadillac Tax,” as it may be amended. The Town shall share the cost of enrollment in the alternate plan with participating employees up to the dollar value contributed by the Town to employees enrolled in the AB15IPDED plan, as set forth in in Article 27(1)(a)(i). The remainder of the premium cost for the alternate plan shall be paid by the employee through equal payroll deductions.

- b. The Town shall offer employees a buy out of health insurance premiums of \$893.39 per month for the family plan, or \$661.77 per month for the 2-person plan for all employees hired prior to 10/16/2008, who, upon proof of alternative employer-sponsored coverage, opt out of the Town’s plan.
    - i. Buy out shall be at the coverage level for which the employee is eligible with payments made monthly. The Town and Union agree that if a Union member’s status of qualification changes after he/she is receiving the insurance buyout at the 7/1/07 rate (i.e. \$893.39 family plan/ per month or \$661.77 – 2 person plan/per month), the union member shall be eligible to receive the appropriate amount whether it is an increase to the family plan or a decrease to the 2 person plan.
  - c. Employees hired after 10/16/2008 [or current employees opting out of health insurance from the Town](#) shall receive a buy out rate of \$2500 per year (\$208.33 per month), upon proof of alternative employer-sponsored coverage.
  - d. Disability Insurance – The maximum short-term disability coverage shall be \$1000.00 per week for a period up to one (1) year.
  - e. New Hampshire State Retirement
    - i. The Union and Town agree to have discussions regarding any impending NHRS pension legislation
  - f. Life Insurance - The Town agrees to provide to each member of the Unit, life insurance coverage in the amount of the members annual base salary, to the next higher thousand to be paid upon the death of the employee.
  - g. Accidental Death. The Town agrees to also provide to each member of the Unit accidental death and dismemberment coverage in the amount of the members the annual base salary to the next higher thousand (24 hours per day, 365 days per year coverage).
    - i. Example: If an employee dies of accidental causes, regardless of the relationship of that death to job duties, he will receive a total of two (2) times their annual base salary; i.e., base salary = \$20,367.36 - Life Insurance benefit is \$21,000, accidental Death benefit is \$21,000. Payment in the case of accidental death to \$42,000.
2. Prior to any change of health insurance carrier, discussions will be held with the Unit regarding the change. The parties agree to a re-opener limited to health insurance coverage/cost sharing if alternative plan/options are jointly agreed upon during the term of this agreement.
- a. Notwithstanding the foregoing, the Town and the Union agree that if any portion of the parties’ negotiated health insurance plan, other than the AB10 plan or the BC3T5RDR plan as set forth in Article 27(1)(a)(vii), will trigger the application of the so-called “Cadillac Tax,” as it may be amended, the parties shall also follow the procedure below:
    - i. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally

compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.

- ii. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
    1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the Affordable Care Act; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article Thirteen, Section 3(e) (Step 5).
    2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
    3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
    4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.
3. Dental Insurance
    - a. The Town agrees to make available Dental Insurance as provided by the New Hampshire Municipal Association Health Insurance Trust Ins., Option I - Coverage A - 100%; Coverage B - 80%; Coverage C - 50%; Coverage D - 50% with \$25/\$75 deductible and \$1,000 max per person.
    - b. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two (2) person or family coverage that shall be deducted from the employees pay.
  4. The Town shall make a 457 Savings Plan available to employees of this Unit. Employees opting to participate may make payroll-deducted contributions to the Plan by designation of earned time and/or wages up to the allowable maximum. The Town will make no contributions to the Plan.
    - a. The Town agrees that it will make available the PF POPE 457 Savings Plan.
    - b. All additional costs associated with administering the cost of the PF POPE 457 Savings Plan shall be borne by the Union.
  5. The Town agrees to make available a Section 125 Plan Health Care and Dependent Care Flexible spending accounts to all Unit members. Employee contributions for healthcare premiums for both medical and dental insurance shall be on a Section 125 pre-tax basis.

## **Article-28 Payroll Deduction of Dues**

1. The Department agrees to deduct, weekly, dues in the amount certified to be current by the Treasurer of the Union, from the pay of those employees who individually request in writing that these deductions be made. The Department shall remit the total amount of the deductions once each month to the Treasurer of the Union.
2. In the event that the employee has no pay coming to him, or the amount of his paycheck is not large enough to satisfy the dues deduction, no deduction will be made.
3. In no case will the Department collect fines or assessments for the Union other than dues as listed above.

## **Article-29 Wage and Hours**

1. The wage rates in effect July 1, 2016, July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 are as provided in Appendix A.
  - a. Effective July 1, 2016, all members of this unit will receive a cost of living adjustment of 4.5%.
  - b. Effective July 1, 2017, all members of this unit will receive a cost of living adjustment of 3%.

- c. Effective July 1, 2018, all members of this unit will receive a cost of living adjustment of 3%.
  - d. Effective July 1, 2019, all members of this unit will receive a cost of living adjustment of 3%.
  - e. Effective July 1, 2020, all members of this unit will receive a cost of living adjustment of 3%.
2. The hourly rate of pay equals the weekly rate of pay, divided by forty-two (42) hours per week for all shift personnel.
  3. Hours of duty for shift personnel are based on a forty-two (42) hour workweek-24 hours on, then 72 hours off.
    - a. Twenty-four hour shifts begin and end at 0745hrs.
    - b. Employees are to be provided a one (1) hour lunch break. The Unit recognizes that emergencies (as defined by the Officer in Charge) arise at any hour and require immediate attention.
  4. The Unit recognizes that night training is at the discretion of the Officer in Charge.
  5. An employee promoted shall be paid at the next highest step than their current pay grade.
  6. Administrative personnel - Administrative personnel shall work a forty-hour workweek, Monday through Friday from 0800 to 1600. The rate of pay will be determined by dividing the annual salary by 2080 (hours worked in a 1 year period). At the discretion of the Fire Chief, administrative personnel may choose to fulfill their weekly hour requirement by working alternative hours.
  7. Any employee who is required to accept the responsibilities and carry out the duties of a position or rank (for 12 hours or more) above their current assigned rank and pay grade (for example a Lieutenant filling in for a Battalion Chief) shall be paid step one or one step above their current pay (whichever is greater).

## Article-30 Special Leave

1. Each employee may be granted special leave (swaps) with pay for a tour of duty or any part thereof which the employee is able to secure another employee in their place, provided:
  - a. Such substitution does not impose any additional cost to the Town.
    1. All company officers (Captains and Lieutenants) shall be considered equal for the purposes of swaps, regardless of EMS qualifications.
  - b. Such substitution is within rank.
  - c. Substitution can be made with acting officers within your rank if repaid prior to their return to previous rank. (Captains and Lieutenants shall be considered equal for overtime/swaps.)
  - d. Such substitution does not interfere with operations of the Department as determined by the Fire Chief (the employee shall be informed in writing in the event of a denial).

## Article-31 Overtime

1. Effective 07/01/04, it is agreed that hours worked by shift personnel in excess of those hours regularly scheduled shall be paid at the overtime rate of one & one-half (1 ½) times the employee regular rate. The work period for purpose of the FLSA is eight (8) days. The work period does not affect the overtime payment as agreed to in this contract. It is simply recognition of the work period required under the FLSA.
  - a. Overtime for twenty-four (24) hour shifts shall be paid at the employee's base rate of pay for the first six (6) hours of the shift, and at the employee's overtime rate (1 ½ times the employee's regular rate) for the remaining eighteen (18) hours of the shift.
  - b. In the event that a need for overtime should occur due to an approved emergency earned time request that requires an employee to be hired within twenty-four (24) hours of the start of a shift, the employee hired to cover the shift shall be paid at their overtime rate (1 ½ times the employee's regular rate) for the number of hours worked (minimum 1 hour).
  - c. Administrative personnel working in excess of their regular forty (40) hour work week, shall be paid at the employee's overtime rate (1 ½ times the employee's regular rate).
  - d. Any overtime shifts of less than twenty-four (24) hours in duration, shall be paid at the employee's overtime rate (1 ½ times the employee's regular rate).
  - e. Overtime in Dispatch is to be compensated at the employee's overtime rate (1 ½ times the employee's regular rate).
  - f. Overtime for Hazardous Materials Team Members and employees hired to cover Hazardous Materials Team Members is to be compensated at the employee's overtime rate (1 ½ times the employee's regular rate).
  - g. All employees who are called back to duty (double tones) shall be paid at their overtime rate (1 ½ times the employee's regular rate), for a minimum of two (2) hours.
  - h. Minimum amount of overtime shall be 1 hour for employees called in to work.

- i. If a member's overtime assignment (understood to mean the assignment of an overtime shift) is cancelled within 24 hours or less of the beginning of said assignment, the member shall be provided a minimum of four (4) hours of work and compensated at the employee's overtime rate (1 ½ times the employee's regular rate).
2. Overtime will be distributed according to a revolving seniority list, which includes members of this Unit.
3. Overtime assignments shall be offered to the rank who created the opening first, then the rank above or below, according to the revolving seniority list. (Captains and Lieutenants shall be considered equal for overtime.)
4. For vacancies created by emergency earned time (after 2200 hrs) the Department may hire an on duty officer to fill the position before going to the revolving seniority list.
5. If the revolving seniority list fails to provide an employee to work the overtime assignment, the Department may hire a qualified (meets minimum requirements for the position) staff member to fill the assignment.
6. If the revolving seniority list fails to provide an employee to work the overtime assignment, the Department is free to resort to any method possible to fill the assignment, including mandating the overtime by reverse bargaining unit seniority on a rotating basis, for regularly assigned personnel, in the outgoing shift covering the oncoming shift.

## **Article-32 Court Leave**

Employees will be covered or compensated for time in court due to their position held at the Derry Fire Department.

## **Article-33 Jury Duty**

Employees chosen for jury duty shall be given the time off and be compensated the difference in pay between those monies paid by the court and their appropriate Department wage.

## **Article-34 Special Detail**

1. Special work details for a business or organization within the town of Derry, excluding the Town of Derry, (for example- fire prevention, special event, EMS coverage, etc.) is to be compensated at overtime rate for a minimum of four (4) hours.
2. Special Detail pay rate shall be capped at one and one-half (1 ½) times a Step #3 Battalion Chief's rate of pay.
3. If more than two (2) members are required, there shall be a supervisor (company officer or Battalion Chief) hired.
  - a. In the event a driver-operator or paramedic is required, the firefighters will be given priority for the assignment before using a supervisor to fill the position.
4. Members assigned special detail may be cancelled with a minimum notice of four (4) hours.

## **Article-35 Special Assignment**

1. The Department agrees to allow members to participate in either a federal or state emergency response program such as but not limited to the New Hampshire wildland fire fighting response team or a federal USAR team. While on Special Assignment the member shall be considered to be on a temporary assigned duty with the Derry Fire Department for the purposes of Workers Compensation.
2. The Department shall limit the amount of time for Special Assignment to be a total of thirty-two (32) calendar days annually for all Department members. This time shall be shared between both Units. If no member of this Unit applies and is accepted to participate then the other Unit shall be able to use the entire thirty-two (32) calendar days.
3. Time off shall be used in increments of sixteen (16) days. The Fire Chief may approve times longer than or shorter than this. Nothing in this clause allows more than thirty-two (32) calendar days to be used annually.
4. When a member is on Special Assignment he shall use his earned time. The Fire Chief may forego the requirements for use of Earned Time for employees on Special Assignment.

## Article-36 Public Image Enhancement

All members of this Unit are required to be available once a year for the purpose of representing the Department in a function designated by the Fire Chief as appropriate for the purpose of maintaining the public image of the Department (Compensated).

## Article-37 Levels of Proficiency

1. The Town and the Unit, recognize that it is desirable for employees to acquire and maintain levels of proficiency. Accordingly, Unit members will receive incentive payment as provided for in this Article.
2. If the Department pays for, provides coverage, and compensates an employee for taking a level of certification, it shall not be obligated to pay the employee an incentive for the said certification.
3. The Town assumes no financial obligation for employees to attain any level of proficiency above that which is required for initial employment. The Town agrees to provide a training budget in accordance with its past practice to allow for the on-duty training of its personnel. Any time off from a duty shift to attain higher proficiency levels will be the responsibility of the individual.
4. Incentive Payment - Employees may receive an incentive payment in the form of an annual payment for the achievement of Fire Officer Certification. Such payment shall be made in June to employees certified as of June 1st of that contract year. An employee is compensated at the highest level attained in each of the fire officers and EMS categories. (Percentages for lower levels of attainment are not cumulative.) Both the Town and the Unit agree that the combined Fire and EMS incentive payments shall not exceed \$8,000.00 per year.
5. Fire Incentives Payment- Employees may receive an incentive payment as follows:
  - a. Fire Officer I - 5% of their base salary or
  - b. Fire Officer II - 6% of their base salary or
  - c. Fire Officer III - 7% of their base salary
  - d. NFPA certified or equivalent hazardous material technician\* -1% of their base salary
  - e. NFPA certified or equivalent certified fire inspector – 2% of their base salary
  - f. NFPA certified or equivalent fire investigator-2% of their base salary
  - g. NFPA certified or equivalent safety officer\*\* 1% of their base salary.

\* Members currently being compensated for the 80 hrs certification shall continue to receive this incentive.  
\*\*Members who received this incentive prior to January 14, 2010, upon completion of the 16-hour Incident Safety Course, shall continue to receive the incentive. Effective July 1, 2016, employees who, after January 14, 2010, completed a Pro-Board certified incident safety officer course and a Pro-Board certified health and safety officer course shall qualify for the incentive pay based on an “equivalent safety officer” certification.
6. EMS Incentives Payment - Employees may receive an incentive payment as follows
  - a. EMT certification - 3 % of their base salary or
  - b. AEMT certification (or EMTI certification until March 31, 2017) - 5 % of their base salary\* or
  - c. EMTP certification - 7.0% of their base salary

\*Employees hired after execution of the contract who have not attained their AEMT certification as of March 31, 2017 shall receive the EMT certification incentive payment set forth above in Article 37(6)(a).
7. Any member promoted agrees to maintain the EMS Level of Proficiency held at the time of the promotion.
8. College Degree - Employees who have attained, by June 1st of each year, the following degrees, in a course of study related to fire service, emergency medical services, paramedic medicine, public administration, or management, and is in the opinion of the Fire Chief related to the responsibilities of the employee, shall receive, beginning in the second year of employment, an incentive payment in June of the following amount:
  - a. Associates Degree \$500.00 or
  - b. Bachelors Degree \$700.00 or
  - c. Masters Degree \$1,000.00
9. Incentives and degree attainment premiums shall be included in the regular rate for purposes of calculating overtime.
10. Tuition Reimbursement - Employees may request reimbursement for costs associated with college courses based on the following criteria:

- a. The course must be given by an accredited college or university and employee must attend all required classes for reimbursement.
  - b. All requests for reimbursement shall be submitted to the Fire Chief or the Chief's designee and approved by the Fire Chief or the Chief's designee prior to attending classes.
  - c. The employee must complete the classes with a minimum grade of C to be eligible for reimbursement.
    - i. 100 % reimbursement for an A.
    - ii. 90% for a B Grade.
    - iii. 75 % reimbursement for a C
  - d. Employees must achieve a minimum grade of B to be eligible for reimbursement for Graduate level classes
  - e. The Unit shall be limited by an amount of \$7,500.00 annually for tuition reimbursement to all members. The amount shall be allocated and distributed amongst all members of the Unit who apply and meet the criteria outline in this Article. If the total of all bills exceeds \$7,500.00, then the bills submitted for payment shall be prorated in order that all members qualifying for payment shall receive a proportional amount. This payment shall be paid in June of each year. If the Chief determines that any portion of the annual tuition reimbursement allotment (\$7,500) will not be used by the members of the Derry Fire Officers Unit, members of the Derry Firefighters Unit may use such funds for tuition reimbursement pursuant to Article 38(16) of the Firefighters' collective bargaining agreement.
11. The Department agrees to allow an employee to receive a portion of their incentive payment prior to the annual date normally that the employee would receive the payment in order for the employee to use the money to pay for tuition. The amount shall be subtracted from the payment the following June.
12. The Union and Town agree to continue to have discussions regarding the amounts and types of proficiency pays that may be paid in the future.

## Article-38 Promotional Testing

1. The Town and Unit recognize that the method of promotional testing is crucial to the development of a good and competent officer corps. In view of this, the Town will continue to issue promotions based on a fair and equitable testing process, which measures ability and competency in accordance with the following:
  - a. The promotional candidate shall have all of the minimum qualifications prior to the date of the first step (i.e., the Letter of Intent deadline as set forth in Article 38(1)(b)) of the testing process.
  - b. The candidate shall have thirty days to submit a Letter of Intent after the posting of a promotional testing process.
  - c. The Department will post the reading list for the exam; eligibility, and date of the exam, parts and weights of each phase of the exam, a minimum of three months in advance of the exam.
  - d. Ranking of candidates for promotion shall be based on the following:
    - i. The top six (6) candidates from the first phase of the exam will go to next phase of the exam (phases of the exam shall be no more than one month apart.)
    - ii. The top three (3) scoring candidates shall go on to an interview with the Fire Chief (within one month), who will determine final ranking for the promotional list.
  - e. In the event the promotional list is exhausted, the next three (3) candidates will go on to an interview with the Fire Chief, who will determine final ranking.
  - f. A letter detailing the candidate's scores on all phases of the testing and the final ranking for the top three (3) candidates, as determined by the Fire Chief, shall be provided to each candidate within ten (10) working days following the Fire Chief's interview.
2. The ranking shall be valid for two (2) years after the promotional list is published.
3. When a vacancy occurs for a position within this Unit, the candidate ranked highest by the Fire Chief shall be offered the position.
4. When a vacancy occurs for a position the candidate ranking highest on the list shall be promoted within fourteen (14) days from the time the vacancy occurs or within fourteen (14) days of the list being published.
5. In the event there is a temporary vacancy (due to unforeseen illness/injury) and a need for an Acting Position within the Unit, the candidate ranked first by the Fire Chief shall fill said position, no sooner than thirty (30) days after the opening occurred, And no later than forty-five (45) days.
6. The Department Administrative Regulation specifying job requirements may not be altered within 365 days of the test announcement.

## **Article-39 Health and Safety**

1. Recognition - Both the Town and the Unit recognize and agree it is in their best interest that the parties to this Agreement take all feasible steps to provide efficient and safe equipment and material to provide safe, clean, sanitary work conditions, and to protect the general health and safety of the members of the Unit.
2. Committee - A committee will be formed which will be made up of at least two (2) members designated by the Vice-President of the Unit, and at least two (2) members designated by the Fire Chief ,and the president of the union. The committee shall meet at least once in any calendar month for the purpose of discussing Health and Safety Issues with the Fire Chief, or his designee.
  - a. Recommendation - The Fire Chief shall review and discuss with the committee the written recommendations and shall implement those, which he deems appropriate. Upon implementation, the substance of the recommendation will be added to Department Standard Operating Guidelines.
3. Dangerous pathogen - The Department agrees to provide washers/dryers, laundry supplies, dish sanitizers and storage for work uniforms in order to prevent the spread of dangerous pathogens.
  - a. The Department may make available a commercial laundry vendor instead of using the Department's washers/dryers for the maintenance of station wear.

## **Article-40 Alcohol and Drug Testing**

1. The Union and the Town agree that it is beneficial to promote a safe and healthy work environment for its employees, including, but not limited to assuring that all employees are free of illegal drugs and alcohol while performing safety sensitive functions.
2. The Union agrees to the implementation of a drug and alcohol testing program (AR 18, 11/20/00) that meets the criteria for testing and notification set forth under the combine chapters of 49 CFR 382. Any changes or alterations to this regulation will be preceded by discussion with and approval by the Unit.

## **Article-41 Personnel Transfers**

1. The Town and Unit agree that schedule changes (shift transfers) should only be conducted when the Department has exhausted all other scheduling options. When a transfer or assignment is required the Fire Chief shall provide the employee with fourteen (14) days advance notice.
2. The Fire Chief may make transfers for emergency reasons exclusive of the above after notification to the Union/Unit and affected members.
3. An employee's change in job classification requires mutual agreement between the Department and the Unit.

## **Article-42 Staffing Levels**

1. The Town and the Unit agree to maintain a minimum on-duty staffing level of one (1) company officer (Lieutenant or Captain) assigned to each company that has three or more members assigned to it.
2. There shall be a minimum of three (3) company officers and one (1) shift commander assigned and on each duty shift.
3. It is desirable to have a Battalion Chief on duty at all times. In the event that no Battalion Chief is available for duty, then the Department has the right to hire sub-ordinate officers.
4. When shift staffing falls below minimum staffing levels and there is an opening for an officer, an officer will be hired.

## **Article-43 Director Assignments**

1. The Town and Unit agree that members of this Unit may fill the following assignments:
  - Director of Emergency Medical Services.
  - Director of Communications and Technology.
  - Director of Fire Prevention.

2. Any member assigned to any of these positions shall be given all rights and benefits that they are entitled to with their current job classification.
3. Any member assigned to any of these positions shall be paid an annual stipend of \$8,000.00 which shall be paid in 52 equal weekly installments.
4. Any member assigned to any of these positions shall be allowed to work overtime on the appropriate overtime list. Those members shall be paid overtime after 40 hours of work each week. The rate shall be based on their regular rate of pay plus the annual stipend.

**Article-44 Effect of Agreement**

1. This instrument constitutes the entire Agreement of the Department and the Unit, arrived at as a result of collective bargaining negotiations, and may be amended hereto only by mutual agreement which shall be reduced to writing and signed by the parties hereto.
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 Department and the Unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed this Agreement.

**Article-45 Duration**

1. This contract is in effect from 7/1/2016 to 6/30/2021.
2. It is further agreed that the terms and conditions of this contract shall remain in full force and effect until a successor Agreement is executed. Should a successor Agreement not be executed by 6/30/2021 the retroactivity of cost items contained therein shall be determined by negotiations.
3. In the event the parties have not agreed to terms and conditions for a successor agreement prior to the expiration date of this Agreement, the parties agree to freeze wages (excluding step raises) and longevity increases.

**Article-46 Signature of Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of November, 2016.

For the Union

President  
I.A.F.F. Local 4392

Vice-President  
I.A.F.F. Local 4392  
Derry Fire Officers Unit

For the Town of Derry

Acting Town Administrator

Fire Chief

## Appendix A Wage Scales

Lieutenant (42 hrs/wk = 2184 hrs/yr)		COLA						
	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
	4.5%	25.36	26.39	27.42	28.53	29.67	30.85	32.08
July 1, 2016		55,386.24	57,635.76	59,885.28	62,309.52	64,799.28	67,376.40	70,062.72
	3.0%	26.12	27.18	28.24	29.39	30.56	31.78	33.04
July 1, 2017		57,046.08	59,361.12	61,676.16	64,187.76	66,743.04	69,407.52	72,159.36
	3.0%	26.90	28.00	29.09	30.27	31.48	32.73	34.03
July 1, 2018		58,749.60	61,152.00	63,532.56	66,109.68	68,752.32	71,482.32	74,321.52
	3.0%	27.71	28.84	29.96	31.18	32.42	33.71	35.05
July 1, 2019		60,518.64	62,986.56	65,432.64	68,097.12	70,805.28	73,622.64	76,549.20
	3.0%	28.54	29.71	30.86	32.12	33.39	34.72	36.10
July 1, 2020		62,331.36	64,886.64	67,398.24	70,150.08	72,923.76	75,828.48	78,842.40

Captain (42 hrs/wk = 2184 hrs/yr)		COLA				
	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	4.5%	29.67	30.85	32.08	33.38	34.70
July 1, 2016		64,799.28	67,376.40	70,062.72	72,901.92	75,784.80
	3.0%	30.56	31.78	33.04	34.38	35.74
July 1, 2017		66,743.04	69,407.52	72,159.36	75,085.92	78,056.16
	3.0%	31.48	32.73	34.03	35.41	36.81
July 1, 2018		68,752.32	71,482.32	74,321.52	77,335.44	80,393.04
	3.0%	32.42	33.71	35.05	36.47	37.91
July 1, 2019		70,805.28	73,622.64	76,549.20	79,650.48	82,795.44
	3.0%	33.39	34.72	36.10	37.56	39.05
July 1, 2020		72,923.76	75,828.48	78,842.40	82,031.04	85,285.20

Battalion Chief (42 hrs/wk = 2184 hrs/yr)		COLA					
	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	4.5%	30.81	32.04	33.34	34.66	36.04	37.49
July 1, 2016		67,289.04	69,975.36	72,814.56	75,697.44	78,711.36	81,878.16
	3.0%	31.73	33.00	34.34	35.70	37.12	38.61
July 1, 2017		69,298.32	72,072.00	74,998.56	77,968.80	81,070.08	84,324.24
	3.0%	32.68	33.99	35.37	36.77	38.23	39.77
July 1, 2018		71,373.12	74,234.16	77,248.08	80,305.68	83,494.32	86,857.68
	3.0%	33.66	35.01	36.43	37.87	39.38	40.96
July 1, 2019		73,513.44	76,461.84	79,563.12	82,708.08	86,005.92	89,456.64
	3.0%	34.67	36.06	37.52	39.01	40.56	42.19
July 1, 2020		75,719.28	78,755.04	81,943.68	85,197.84	88,583.04	92,142.96

Director of Mechanical Div Fire Inspector (40 hrs/wk = 2080 hrs/yr)	COLA							
	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
	4.5%	26.64	27.70	28.81	29.97	31.17	32.42	33.71
July 1, 2016	55,411.20	57,616.00	59,924.80	62,337.60	64,833.60	67,433.60	70,116.80	
	3.0%	27.44	28.53	29.67	30.87	32.11	33.39	34.72
July 1, 2017	57,075.20	59,342.40	61,713.60	64,209.60	66,788.80	69,451.20	72,217.60	
	3.0%	28.26	29.39	30.56	31.80	33.07	34.39	35.76
July 1, 2018	58,780.80	61,131.20	63,564.80	66,144.00	68,785.60	71,531.20	74,380.80	
	3.0%	29.11	30.27	31.48	32.75	34.06	35.42	36.83
July 1, 2019	60,548.80	62,961.60	65,478.40	68,120.00	70,844.80	73,673.60	76,606.40	
	3.0%	29.98	31.18	32.42	33.73	35.08	36.48	37.93
July 1, 2020	62,358.40	64,854.40	67,433.60	70,158.40	72,966.40	75,878.40	78,894.40	

## Appendix B Seniority List

<u>FIRE OFFICERS</u>	<u>DATE OF HIRE</u>	<u>UNIT SENIORITY</u>
1 Hoffman, David	06/01/1982	10/12/1986
2 Houle, Richard	04/21/1981	12/12/1986
3 Rutherford, William	09/20/1998	09/20/1998
4 Webb, John	08/30/1987	05/01/1999
5 Halpin, Michael	11/13/1995	07/01/1999
6 Richardson, James	04/03/1994	02/06/2000
7 Gillis, William	01/02/1994	07/10/2000
8 Fisher, Richard	06/02/1993	07/30/2001
9 Soucy, Bruno	10/29/1995	07/01/2002
10 Haggart, Scott	10/29/1995	07/01/2002
11 LaValley, Michael	01/04/1999	05/20/2004
12 Tunberg, Derek	02/01/1998	11/27/2005
13 King, Edward	03/04/2002	08/03/2008
14 Haggart, Shawn	07/16/2001	02/05/2012
15 Bump, Ryan	09/15/2003	07/01/2012
16 Atwater, Robert	01/03/2005	08/12/2014
17 Rossignol, Anthony	07/30/2001	04/22/2015
18 Hoffman, James	06/29/2003	11/08/2015
19 Laro, Gregory	03/04/2002	11/08/2015
20 Stahope, Michael	11/29/1999	12/06/2015
21 Evans, Matthew	07/16/2001	01/03/2016

## Appendix C      NFPA 1582

### Standard on Comprehensive Occupational Medical Program for Fire Departments 2013 Edition

#### Chapter 5 Essential Job Tasks

##### 5.1 Essential Job Tasks and Descriptions.

**5.1.1** The fire department shall evaluate the following 13 essential job tasks against the types and levels of emergency services provided to the local community by the fire department, the types of structures and occupancies in the community, and the configuration of the fire department to determine the essential job tasks of fire department members and candidates:

(1)\*While wearing personal protective ensembles and self-contained breathing apparatus (SCBA), performing firefighting tasks (e.g., hoseline operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions including working in extremely hot or cold environments for prolonged time periods

(2) Wearing an SCBA, which includes a demand valve–type positive-pressure face piece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads

(3) Exposure to toxic fumes, irritants, particulates, biological (infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA

(4) Depending on the local jurisdiction, climbing six or more flights of stairs while wearing a fire protective ensemble, including SCBA, weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg)

(5) Wearing a fire protective ensemble, including SCBA, that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)

(6) While wearing personal protective ensembles and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility

(7) While wearing personal protective ensembles and SCBA, advancing water-filled hoselines up to 2 1/2 in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles

(8) While wearing personal protective ensembles and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards

(9) Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration

(10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens

(11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions

(12) Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hoselines and/or fixed protection systems (sprinklers)

(13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members

## **Annex A – Explanatory Material**

**A.5.1.1(1)** A member, while wearing full protective clothing (turnout coat and pants, helmet, boots, and gloves) and SCBA, is required to safely perform a variety of fire-fighting tasks that require upper body strength and aerobic capacity. For those not familiar with fire suppression, the following specific details inherent to the activities in essential job task 1 are offered:

(1) Lifting and carrying tools and equipment (e.g., axe, halligan tool, pike pole, chain saw, circular saw, rabbit tool, high-rise pack, and hose) that weigh between 7 lb and 20 lb (3.2 kg and 9 kg) and are used in a chopping motion over the head, extended in front of the body, or in a push/pull motion.

(2) Advancing a 1 3/4 in. (45 mm) or a 2 1/2 in. (65 mm) diameter hose line, which requires lifting, carrying, and pulling the hose at grade, below or above grade, or up ladders. In addition to the weight of the hose itself, a 50 ft (15 m) section of charged 1 3/4 in. (45 mm) hose contains approximately 90 lb (41 kg) of water, and a 50 ft (15 m) section of 2 1/2 in. (65 mm) hose holds approximately 130 lb (59 kg) of water.

(3) Performing forcible entry while utilizing tools and equipment (e.g., axe, halligan tool, chain saw, circular saw, or rabbit tool) that requires chopping, pulling, or operating these items to open doors, windows, or other barriers to gain access to victims or possible victims or to initiate firefighting operations.

(4) Performing ventilation (horizontal or vertical) utilizing tools and equipment (e.g., axe, circular saw, chain saw, pike pole) while operating on a flat or pitched roof or operating off a ground or aerial ladder. This task requires the fire fighter to chop or push tools through roofs, walls, or windows.

Other tasks that could be performed can include search and rescue operations and other emergency response actions under stressful conditions, including working in extremely hot and cold environments for prolonged time periods.