

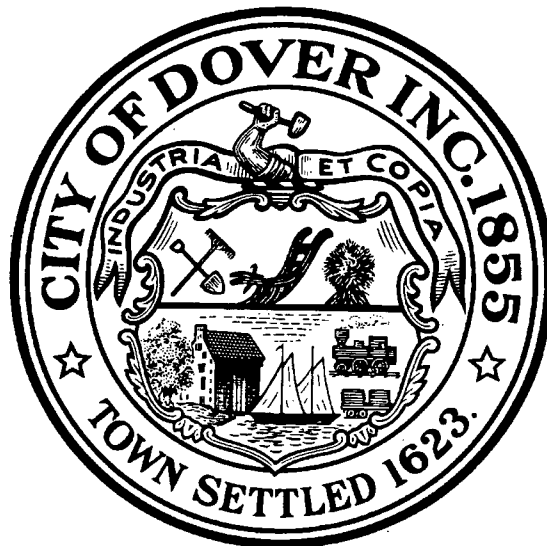
# **COLLECTIVE BARGAINING AGREEMENT**

**CITY OF DOVER, NEW HAMPSHIRE**

**AND**

**DOVER PROFESSIONAL FIRE OFFICERS  
ASSOCIATION**

**LOCAL #2909 - IAFF**



**July 1, 2017 through June 30, 2020**

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

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

**ARTICLE I: INTRODUCTION**

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

**ARTICLE II: MANAGEMENT RIGHTS:**

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

**ARTICLE III: RECOGNITION:**

The City hereby recognizes the Association as the sole and exclusive representative of all the Officer members of the Dover Fire & Rescue Department. The Association is recognized for the purposes of collective bargaining with respect to wages, fringe benefits, hours of duty, and conditions of employment. The Association unreservedly accepts and recognizes the necessity of the Fire & Rescue Department to operate within its budget as approved by the City Council of the City of Dover.

**ARTICLE IV: DUES DEDUCTION:**

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

**ARTICLE V: PERSONNEL REDUCTIONS:**

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

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

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

**ARTICLE VI: OFFICER'S RIGHTS:**

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

Section 2 The City and the Association agree no Officer shall be favored or discriminated against because of the Officer's membership in the Association. The parties further agree they shall not discriminate against any Officer because of race, creed, color, sex, sexual orientation, gender identity or expression, religion, national origin,

genetic information, disability, age, veteran status, marital status, national or political affiliation or any other protected class under federal and/or state law.

Section 3 New Officers:

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

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

**ARTICLE VII: SENIORITY:**

Section 1 There shall be established a Seniority list by classification seniority of the regular Officers of the Fire & Rescue Department and said list shall be brought up-to-date by the City on or before January 15th of each year. Said list shall immediately be posted on a bulletin board in each Fire Station for a period of not less than thirty (30) days, and a copy of same shall be mailed to the Secretary of the Association. This list shall stand approved as posted unless challenged and reported to the Fire Chief on or before the posting period has expired.

Section 2 Any laid-off or terminated Officer who withdraws from the State's retirement system shall automatically lose his/her seniority rights.

Section 3 In matters affecting promotion, demotion, and/or transfers of Officers within the Department, the determination of an Officer's fitness and ability shall be the sole right and responsibility of the City, as measured against the following consideration:

- a) Has the physical qualification to do the work, as prescribed in Section 21 of the Procedural Memoranda, Administration;
- b) Has experience related to do the job;
- c) Performs the work in the manner required by the City;
- d) Cooperates with supervisors and other Officers and observes rules and regulations;
- e) Protects the property and interest of the City;
- f) Maintains harmonious relations with peers and subordinates;
- g) Has a positive attitude towards advancement and the assumption of additional responsibility;

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- h) Any new Officer positions shall be offered to regular permanent Officers first;
  - i) There shall be no re-testing for any permanent position existing as of the effective date of this Agreement unless the position being tested for entails a change in job function.
- Section 4 An Officer may refuse a permanent promotion in his/her line of progression. He/she then forfeits his/her rights to that position until all other Officers have had an opportunity to accept or refuse within the life of that promotional list. This shall not affect the Officer's current rank nor his/her seniority, and shall not be held against the Officer in any way for future promotions.
- Section 5 Promotional examinations and/or evaluations conducted to fill vacancies in positions covered by this agreement shall be conducted in accordance with established departmental regulations. Such regulations may be amended from time to time by the department provided thirty (30) days notice is given prior to the amendment(s) taking effect.
- Section 6 When an employee is promoted to a Lieutenant position, such employee shall receive an hourly pay rate that is equal to or greater than three percent (3%) above their subordinates pay rate, provided such rate does not exceed the maximum rate for the Lieutenant position.

**ARTICLE VIII: ASSOCIATION BUSINESS:**

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

**ARTICLE IX: COMPENSATION:**

- Section 1 Wage Schedule
- 1.1 Effective the beginning of the first full pay period immediately following July 1, 2017, all members of the Union shall receive a cost of living adjustment of one and one half (1.5%) percent.
  - 1.2 Effective the beginning of the first full pay period immediately following, July 1, 2018, all members of the Union shall receive a cost of living adjustment based upon the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December

31, 2017, as used in the City's Tax Cap calculation at no less than 2% nor greater than 4%.

- 1.3 Effective the beginning of the first full pay period immediately following, July 1, 2019, all members of the Union shall receive a cost of living adjustment based upon the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2018, as used in the City's Tax Cap calculation at no less than 2% nor greater than 4%.

## Section 2 Wage Rate Adjustments

- 2.1 For the period of July 1, 2017 through June 30, 2020, step increases shall be awarded on July 1. The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix C as revised per Section 1 above for the employee's position and grade identified in Appendix A.
- 2.2 "Satisfactory completion" shall be defined as not having received an "Unsatisfactory" rating on any portion of the annual performance appraisal completed on the employee's anniversary date in the year prior to July 1.
  - 2.2.1 Employees receiving any "Unsatisfactory" ratings and not receiving a step increase under this section shall be eligible to receive a step increase after a period of three-months provided they have achieved ratings of at least "Satisfactory" on a subsequent interim performance appraisal.
  - 2.2.2 Any step increase awarded following an unsatisfactory performance rating shall not be applied retroactively.
  - 2.2.3 The requirement allowing for a subsequent award of a step increase following an unsatisfactory performance rating shall not supersede nor interfere with any other form of disciplinary action taken as a result of less than satisfactory performance.
- 2.3 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum step rate established for his/her position.



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- Section 3 All FLSA Non-Exempt Officers shall be compensated for work performed in excess of their regular workweek as set forth in Article XI at the rate of time and one-half. Overtime assignments shall be determined in accordance with SOG Admin-9.
- Section 4 All Fire Officers and immediate dependent family members (those family members age 18 and under still residing at home) shall receive a pass to use City-owned and operated recreational facilities at no cost during scheduled open recreational times. This provision shall not include free registration or admittance to recreational events or programs.
- Section 5 Effective November 1, 2008, at least one (1) Captain/Acting Captain or Lieutenant will be assigned to each station per shift. In the event of a permanent Officer not being available the responsible Officer may offer it to a qualified Acting Lieutenant. In the event the vacancy is longer or expected to be longer than four (4) weeks or the vacancy is four (4) hours or less in duration, unless the department hires overtime coverage as a result, the department reserves the right to use a qualified Acting Officer.
- Section 6 Effective July 1, 2017 the current Assistant Fire Chief will be reclassified to Deputy Fire Chief and will be 2<sup>nd</sup> in command and paid in accordance with Appendix A (Grade 30). The current position classified as Assistant Chief will be 3<sup>rd</sup> in command and paid in accordance with Appendix A (Grade 29). There is created a classification of Fire Division Chief paid in accordance with Appendix A (Grade 27). The current Deputy Chief of Training and Safety will be re-classified as a Division Chief of Training and Safety. The current EMS Captain will be classified as the Division Chief of EMS. The current EMS Captain position will be eliminated. Current incumbents shall be eligible to fill "freebie" officer overtime, as needed, at a top step Captain's overtime rate of pay for hours beyond their 42 hour workweek.
- Section 7 For the period of July 1, 2017 through June 30, 2020, top step (Step 12) employees may receive a non-cumulative, lump sum payment of \$500 based upon the results of their last performance evaluation. An employee must receive an overall rating of "Exceeds Standard" or greater on their performance evaluation to receive this payment. The compensation shall be awarded on July 1 following the evaluation. The final determination of the overall rating shall be at the sole discretion of the Department Head. This payment shall be reportable as earnable compensation to the NH Retirement System.
- Section 8 The City and Union agree that a wage and classification study will be completed and available for review prior to negotiations for a successor agreement. The final report is expected to be completed

and submitted to the City Manager by October, 2019. The City shall establish a labor/management committee that shall include at least one (1) member from each bargaining unit. The committee shall participate in establishing specifications for a Request For Proposal with the intent of hiring a qualified consultant to work with the committee. The committee shall advise and provide recommendations for completion of the study.

**ARTICLE X: CALL-BACK PAY:**

- Section 1 All FLSA-Non Exempt off-duty Officers who are called back to work shall be paid time and one-half. Such off-duty Officers who are called back to work shall be paid a minimum of two (2) hours at the call-back rate. The Chief may call Officers back to work by, but not limited to, the following means: City issued pager, telephone, Fire & Rescue Department radio, and prearranged audible alarms. Officers will be allowed to swap off-duty call back responsibilities with notification of such to the Fire Chief or designee.
- Section 2 In the event that the Fire Chief or designee requires the recall of off-duty personnel, the officer in charge shall order such recall of an appropriate number of employees following the department standard operating procedure which shall allow for an individual response time of up to 30 minutes to the assigned station.
- Section 3 When Officers are assigned as a group to attend training during off-duty hours, they may be offered compensatory time off in lieu of overtime premium pay for such hours. Compensatory time off shall be awarded at the rate of one hour for one hour.

**ARTICLE XI: HOURS OF DUTY:**

- Section 1 Regularly scheduled duty hours for assigned officers shall not exceed a cumulative average of 42 hours per week in an 8 week cycle. Officers may be summoned or kept on duty for hours other than their regularly scheduled duty hours because of emergencies or to "fill-in" for an absent member at which times FLSA-Non Exempt shall be paid at the rate of time and one-half.
- Section 2 From time to time it may be necessary to reassign an officer from their assigned shift to another shift. The department will attempt to make shift reassignments at the beginning of the eight-week shift schedules. If departmental needs require, an officer may be reassigned during a shift cycle. In such circumstances, it is agreed and understood that the work schedule of the reassigned employee may be adjusted to assure that the employee works at least, but not more than, 336 hours in the eight-week cycle. The employee may be required to work additional hours or be relieved from duty, as necessary, to maintain 336 hours in the eight-week cycle with proper notice in the transfer general order. The parties will attempt

to coordinate their adjustment of hours. Nothing in this general order shall interfere with an FLSA-Non Exempt Officers ability to work overtime shifts or swaps. It is the intent of the City that the normal duty shifts for shift officers shall be ten (10) hour days and fourteen (14) hour nights, with the day shift commencing 0800 hours, and the night shift commencing 1800 hours. Workday: (hereinafter referred to as a "Tour of Duty") shall consist of a ten (10) hour day shift directly followed by a fourteen (14) hour night shift. A workweek shall consist of one (1) twenty-four (24) hour tour of duty followed by two (2) consecutive twenty-four (24) hour days off, followed by one (1) twenty-four hour tour of duty, followed by four (4) consecutive twenty-four (24) hour days off. Normal duty shifts for staff officers shall allow for either four (4) or five (5) day workweeks and start times as may be assigned by the Fire Chief. The Chief, however, at his/her sole discretion, shall not be restricted from the assignment of Officers for training, declared emergencies, schools, or other special projects or assignments within the normal duty shift, provided that assignments shall not be used for disciplinary purposes.

Section 3 All Officers may be required to attend six (6) staff or departmental meetings annually, beginning January 1, 2015. These meetings shall not be more than three (3) hours in duration at no additional compensation.

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

- a. There is no additional cost to City;
- b. Said exchange does not interfere with the normal operations of the Fire & Rescue Department;
- c. Said exchange is not used for outside employment unless related to the fire service.

**ARTICLE XII. ANNUAL VACATIONS:**

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

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

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- Section 2 Any vacation time in excess of two consecutive weeks in any anniversary year shall be taken at the discretion of the Fire Chief. A maximum of 300 hours of vacation time may be carried at any given time.
- Section 3 When an Officer terminates employment with the Fire Department for any reason, said Officer shall be compensated for any proportionately accrued vacation time earned.
- Section 4 The election of vacation dates shall be on a platoon basis. The Fire Chief shall grant for periods of at least one week in duration and further provided said requests are submitted prior to March 15. For vacation requests of less than one week duration and/or submitted after March 15, the Fire Chief shall grant the time provided such requests are submitted to the Fire Chief at least twenty-four (24) hours in advance. All vacation leave shall be a minimum duration of two (2) hours.
- Section 5 Employees maintaining a minimum of ninety-six (96) hours of accrued vacation shall be eligible to receive a cash lump sum payment to "buy-down" a portion of such accruals in an amount not to exceed the value of one hundred and eighty (180) vacation hours per fiscal year. To receive an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form. The buy-down election form shall be submitted with payroll and paid out accordingly. Any vacation buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect on the date of the buy down request. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the employee.

**ARTICLE XIII: LEAVES OF ABSENCE:**

- Section 1 Military Service:  
Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one fiscal year, and will have no bearing on annual vacation leave. The amount of compensation paid to such Employee for such leave of absence shall be the difference between the Employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the Employee's rank, base pay, and the amount of the Employee's regular weekly pay. If the compensation for military service is equal to or greater than the pay due as a City Employee for the period covered by such military leave, then no payment shall be made.

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Section 2 Personal Sickness and Injury Leave

2.1 Eligibility

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

2.1.2 Any single absence in excess of five regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE XIII, Section 3, Personal Sickness and Accident Disability.

2.1.3 There will be no carry-over of personal sickness and injury days from year to year.

2.1.4 At the direction of the Fire Chief, a doctor's certificate may be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled workdays. Any absence in excess of five regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE XIII, Section 3, Personal Sickness and Accident Disability.

2.1.5 It is understood that abuse of sick leave may result in discipline. At the discretion of the Fire Chief, a doctor's certificate may be required for any absence due to illness, at the expense of the employee, if the employee has excessive use of sick leave or if there is a reason to believe the claimed sick leave is not legitimate. Sick leave shall be paid based on eligibility provisions of Sections 2.11 or 2.14 following the providing of a doctor's certificate substantiating the appropriate use of the benefit. For purposes of this section, an employee's use of sick leave will be considered excessive when the employee has utilized more than six (6) days of sick leave in two (2) successive years. In determining if excessive use of sick leave is taking place, extended illnesses such as injuries, heart attacks or other long-term injuries or illnesses shall be taken into consideration.

2.2 Prior Carry-Over

2.2.1 Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick

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leave will be grandfathered for purposes of retaining such negotiated accrual.

- 2.2.2 Incumbents with such accrual may supplement eligibility limits as provided in 2.1 and subject to the provisions of 2.1.4 above as may be needed.
- 2.2.3 Upon termination incumbents grandfathered under 2.2.1 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable New Hampshire

Retirement Group -- 75%

Layoff -- 75%

Resignation -- 50%

Death Beneficiary

\* non-job related -- 75%

\* job related -- 100%

- 2.2.4 Payments as provided in 2.2.3 shall be calculated and paid based on the employee's wage rate in effect at the time of separation.
  - 2.2.5 Employees having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.
- 2.3 Any member who completes one full fiscal year without any use of sick time will be paid the equivalent of two (2) day's pay at their current rate of pay. Any member who completes

one full fiscal year with no more than one day of sick time used will be paid one (1) day's pay at their current rate of pay. Payment shall be processed in pay period three. The donation of one (1) sick day to the City-wide sick bank under the Short Term Disability (STD) program will not be considered a day used when determining the eligibility for the sick leave incentive.

Section 3 Personal Sickness and Accident Disability

3.1 Eligibility

3.1.1 Short Term Disability (STD)

For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Short Term Disability (STD) insurance providing for 66 2/3% of the member's base salary for up to 26 weeks. The City shall continue to pay members their regular base salary during the period that their claim is being processed for acceptance or denial. If the claim is denied the member's leave will be charged for the time of absence. Members shall be required to use one (1) sick day for an accident and five (5) sick days for illness to be eligible for disability benefits. For members not having sick leave, annual leave may be utilized to fulfill the required waiting period. Each year during open enrollment if a member elects to donate one sick (1) day, the member shall be entitled to receive 100% of their base pay during the short term disability period. Members that opt to not donate one (1) sick day shall only be eligible to receive the STD benefit payment of 66 2/3% their base salary, unless they opt to use their own accrued leave. During the STD period, members shall continue to accrue annual leave.

TAD may be assigned if an employee is deemed to have some work capacity during the period of disability. Temporary Alternative Duty shall be based upon the work capacity established by a medical professional. Second and possibly third physician opinions may be requested if there is concern relative to the employee's treatment program, work capacity, or expected recovery period. This provision in no way supersedes any requirements through the insurer.

If at week twenty five (25) of STD it is evident the member will not be able to return to full duty, the City

shall payout to the member all accrued, unused annual leave, not to exceed 300 hours. Payout of any other leave and/or benefit amounts shall be in accordance with language in the collective bargaining agreement. If at the end of the STD period (26 weeks) the member is unable to return to full duty the member shall be required to resign. Members hired prior to the date of signing shall be placed in a non-pay status in lieu of resignation until such time as the schedule provided for job restoration under Long Term Disability has been exhausted. With the inability to return to work the member shall be eligible to apply to transition to Long Term Disability (LTD). If a member is denied LTD benefits due to a pre-existing condition, the City shall provide coverage pursuant to the Personal Sickness and Accident Disability provision provided in the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement minus the 26 weeks applicable to STD.

3.1.2 Long Term Disability (LTD)

For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Long Term Disability (LTD) insurance providing for 60% of the member's base salary. Members will be eligible to apply for LTD benefits after 180 days of full disability (STD period).

Any members hired on or before the date of signing of the contract shall be grandfathered, based on years of service, for restoration to the same job that the member held when the leave began or to an equivalent job while on LTD in accordance with the schedule below:

Years of service are determined by the date of hire with the City

10 years but less than 15 years	up to 10 weeks
15 years but less than 20 years	up to 22 weeks
20 years +	up to 26 weeks

Restoration entitles the member to return to full duty, within the above timeframes, to the same job that the member held when the leave began or to an equivalent job. When restored to a job, the member shall be entitled to have returned to them the balance



of their Sick and/or Personal Leave that was on the books at the time they went out on LTD. Upon restoration, members that were eligible for the retiree health insurance benefit shall continue to be eligible for the benefit. Grandfathered members shall be allowed to continue their health and/or dental coverage while under the job restoration status with the City paying the employer portion of the premium, provided the member continues to pay their portion of the premium.

3.2 Partial Disability

3.2.1 In the event that an employee is determined fit to return to work in a limited capacity, and when there has been a positive prognosis for a return to full duty, the employee shall return to work within the Fire & Rescue Department. This temporary, alternative duty shall commence on the first day of the employee's regular work schedule following the physician's clearance. The employee's work schedule and duties shall be based on their normal work schedule or a flexible work schedule by mutual agreement of the employee and the Fire Chief, and physician's restrictions.

3.2.2 After 12 weeks back at work an Employee will again be eligible for the full benefit payment schedule as provided for in 3.1.1.

Section 4 Care of Newborn Child (CNC)

4.1 Eligibility

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

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

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

- (a) the Employee will exhaust all vacation time prior to the start of any extended leave; and
- (b) the request is substantiated by evidence that the child has a certified medical condition

requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and

- (c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

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

#### 4.2 Termination

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

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

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

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

### Section 5 Bereavement Leave

5.1 An Employee shall be granted reasonable absence due to death in his/her immediate family with pay based on his/her work schedule not to exceed three (3) working days for staff officers and three (3) 12-hour shifts for shift officers, provided the Employee's term of employment is six (6) months or more at the time such absence begins. Up to five (5) days shall be granted due to the death of a spouse or a child. The death of a child includes biological children, step-children and adopted children.

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

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

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Section 6 Jury Duty

- 6.1 An Officer called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the Fire Chief.
- 6.2 Officers who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 7 Excused Work Days

- 7.1 Each Employee with a six-months' term of employment on July 1 shall be eligible for three (3) excused work days during the fiscal year with pay at his/her base rate. Employees who achieve a six months' term of employment after July 1 but not later than December 31, shall be eligible for two (2) excused work days during the fiscal year with pay at his/her base rate upon achieving the six months' term of employment.
  - 7.1.1 In addition, employees with a six month term of employment on July 1 shall be eligible to one (1) additional excused work day, not to be used until December 31 or until the City renders a decision or declaration, whichever is sooner, as provided in 7.2 below.
- 7.2 The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st of the preceding year.
  - 7.2.1 An Employee who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated Excused Workday.
- 7.3 In the event an Employee is scheduled to work on a designated Excused Workday, he/she shall re-schedule in the calendar year or in the event the day cannot be re-scheduled due to business conditions shall be paid in lieu of the designated Excused Workday at his/her base rate.
- 7.4 An Employee who is absent with pay on a designated Excused Workday may re-schedule the day provided such re-scheduling is in the same calendar year.
- 7.5 Non-designated Excused Work Days shall normally be scheduled 24 hours in advance with approval of the Fire Chief.
  - 7.5.1 An Employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to re-schedule in the same calendar year.

7.5.2 There shall be no payment in lieu of or carry-over from one calendar year to the next of unused non-designated Excused Workdays.

**Section 8 Special Leave**

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

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

**Section 10** Members of the bargaining unit who return to work on a limited capacity, either in conformance with Article XIII, 3.1.5.1 above and Article XIV, may be eligible for an assignment to the Inspection Service Division, Operations, or EMS Division in accordance with their specific limitations provided there is a vacancy and the returning employee meets the minimum qualifications for the position and the transfer does not displace employees currently serving in those positions. If the employee's rate of pay is higher than the rate of the position to which they return, their rate of pay will be maintained until such time the rate for the new position equals or exceeds their "red circled" rate. If the returning employee has completed ten (10) years of service in group two (2), the returning employee's retirement group will be grandfathered.

**Section 11** Any leave of absence shall be a minimum duration of two (2) hours with the exception of professional leave, which shall be hour for hour.

**ARTICLE XIV: JOB RELATED INJURY:**

An employee out of work due to a job-connected injury shall receive Worker's Compensation: the difference between the amount paid to the employee through Worker's Compensation and the employee's regular salary shall be paid to the employee by the City for the first ninety (90) calendar day period of said job-connected injury absence. The ninety (90) calendar day period shall begin at the first lost time from work, after the initial date of injury. The City further agrees the first ninety (90) days of said job-connected injury shall not be charged against the employee's accrued sick leave or

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

**ARTICLE XV: LODGING:**

- Section 1 The City shall be responsible for initial purchase and replacement and agrees to provide beds, one (1) pillow, two (2) pillow cases, two (2) fitted sheets, two (2) flat sheets, and one (1) blanket for each full-time Fire Officer. The City further agrees to supply and maintain kitchen cooking utensils and eating utensils in each fire station. At the employee's choice, the City shall provide an allowance of \$20.00 per fiscal year to be applied toward the purchase of their own bedding. Employees will have the ability to accrue and carry forward any unspent allowance up to a maximum of \$40.00.
- Section 2 The City agrees to provide a commercial grade extraction style washing machine or standard style washing machine and standard style dryer at each station. Style to be the sole discretion of the Fire Chief.

**ARTICLE XVI: EDUCATIONAL INCENTIVES:**

- Section 1 The following educational incentive reimbursement policy will apply to all Officers.
- Section 2 The City agrees to provide reimbursement to Officers who complete approved courses relating to their current employment, or as part of an approved career development program, based upon the following standards.
- Section 3 The City shall pay one hundred percent (100%) of the costs of such courses, per Officer, per fiscal year, not to exceed the total amount budgeted for the program. Once a course has been approved as meeting the requirements set forth above, the employee shall have the option to receive reimbursement for the course up-front or after completion of the course. In either instance the Officer upon completion of the course must present proof of satisfactory completion of the course with a passing grade for pass/fail grading system courses or a grade of C or better for letter grading system courses.
- Section 4 Courses must be approved in advance by the Fire Chief as meeting the requirement that the course is related to the Officer's job, or as part of a career development program.
- Section 5 Approval of courses will be considered on the basis of relevancy of the course, number of Officers applying and funds available.
- Section 6 If a course is paid for in whole or in part through a Federal or State program, then the City shall not be responsible to reimburse an Officer for the amount so received, it being the intent of this provision to eliminate double payment for a course.
- Section 7 Officers shall be eligible to receive a career development incentive of up to \$1,000 to be calculated and paid annually on the first full pay period in December of each year. Such payment shall be made following the successful completion of a program of study approved by the Fire Chief as part of an individual employee's annual career development program. Such incentive shall be calculated and paid based upon Continuing Education Units (CEU's) or, in the absence of established CEU's, the documented off-duty contact hours associated with each course (which shall exclude non-contact hours spent for overnight programs) according to the following schedule:
- |                               |         |
|-------------------------------|---------|
| 15 hrs but less than 30 hours | \$250   |
| 30 hrs but less than 45 hours | \$500   |
| 45 hrs but less than 60 hours | \$750   |
| 60 hrs or more                | \$1,000 |
- Section 8 In addition to the career development incentive provided for above, educational incentives will be paid for Officers who attend, or have attended, accredited colleges and studies in the field of firefighting or other job related fields. Such payments shall be calculated and

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paid annually on the first full pay period in December of each year according to the following schedule with only current Officers active on or before July 1, 1999 eligible to receive payment for items a, b, or c.:

- a) \$117/yr for the completion of 15 credit hrs (grandfathered);
- b) \$234/yr for the completion of 30 credit hrs (grandfathered);
- c) \$468/yr for the completion of 60 credit hrs (grandfathered);
- d) \$812/yr for the completion of an Associate's Degree;
- e) \$1,250/yr for the completion of a Bachelor's Degree;
- f) \$1,500/yr for the completion of a Master's Degree;
- g) \$800/yr for Certified EMT with E.O.A. and Defibrillator Certification;
- h) \$900/yr for Certified EMT-I/AEMT
- i) \$1,000/yr for Paramedic.
- j) \$150/yr per level for NFPA Fire Officer Levels 1-4
- k) \$1,000/yr completing and maintaining Credentialed Fire Officer or Fire Marshall;
- l) \$1,800/yr for completing and maintaining Credentialed Chief Training Officer or Chief EMS Officer;
- m) \$2,400/yr for completing and maintaining Credentialed Chief Fire Officer

Section 9

Professional Time:

Up to fifty (50) hours shall be granted annually to each employee provided:

- a) Every effort will be made to have no additional cost to the City, but if there is a cost for replacement, it shall be for professional time taken on a first come, first served basis not to exceed \$2,000 of total City cost per year;
- b) It does not interfere with the normal operations of the Fire & Rescue Department;
- c) Courses are approved by the Department.
- d) The professional time maximum hours allotment annually per employee and the total cost cap for professional time identified in this section may be exceeded at the discretion of the Fire Chief, if funds are available, to support an employee in pursuit of a career development pathway approved by the Fire Chief, such as, but not limited to: completing the NFA Managing Fire Officer Program, NFA Executive Fire Officer Program, or pre-requisite requirements of a Credentialed Fire Officer Program.

Professional time may be used for the following:

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

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Section 10 All career development incentives provided in Sections 7, 8, 15 and 16 above shall be paid in pay period 24 each year.

Section 11 At the sole discretion of the City, a specialized Fire Investigation Team may be formed. Up to six (6) employees shall be selected to participate on this team, one being a Chief Officer. Initial selection of the team shall be based on department classification seniority. Civilian and/or law enforcement may be added to the team at the sole discretion of the Fire Chief.

Employees selected as members of the team shall receive \$860 per year incentive for participation provided they have met the educational requirements and are an active member of the team.

The initial team shall participate in a two (2) day / sixteen (16) hour training program. After the initial first year of training, each member must complete eight (8) hours of related continuing education annually. The program must be approved by the Fire Chief.

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

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

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

Section 12 A one-time payment of \$500 will be paid to all Fire officers who have completed the Local Government Center Leadership I Program. A one-time payment of \$500 will be paid to all Fire officers who have completed the Local Government Center Leadership II Program.

Section 13 A payment of \$2,400 per year will be paid to any Fire Officer who completes the National Fire Academy Executive Fire Officer certification.



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- Section 14 Lieutenants who are eligible and successfully complete the most recent promotional process for the position of Captain will be eligible for an annual incentive of \$300 provided they remain on the promotional roster and participate in any on duty mentoring program the department has in place.
- Section 15 Fire Officers with a Paramedic certification shall receive \$800 per year for completion of the required 40 hour NREMT-P refresher that will be sponsored and/or offered by the City at no charge to the employee. The City shall provide all necessary classes and cover all on duty personnel during such classes.
- Section 16 Fire Officers with an AEMT certification shall receive \$700 per fiscal year for completion of the required AEMT refresher that will be sponsored and/or offered by the City at no charge to the employee. The City shall provide all necessary classes and cover all on duty personnel during such classes. It shall be the responsibility of the EMT Basic and EMT Intermediate/AEMT employees to meet all requirements in a manner that ensures that their certification and/or licenses do not lapse.
- Section 17 Strafford County Regional Tactical Operations Unit (SRT):  
Fire Officer SRT members shall receive pay at their overtime rate for meeting training requirements associated with the team and for call outs when not on duty. The City shall provide coverage for all on duty shifts for training and provide coverage for emergency call-outs.
- Section 18 Fire Officers shall establish a training committee to develop and present educational programs for up to five (5) hours per month, paid as straight time, at the discretion of the Fire & Rescue Chief.

**ARTICLE XVII: PARKING:**

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

**ARTICLE XVIII: WORKING OUT OF CLASSIFICATION:**

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

**ARTICLE XIX: CLOTHING ALLOWANCE:**

Section 1 The clothing allowance provided to Officers is not intended to apply towards the original purchase and replacement of specialized protective clothing. Each Officer shall be allowed a clothing allowance of up to \$87.50 per year, paid in pay period three, for maintenance of uniforms and replacement of socks, insignias, badges and belts unless the style is changed, then the above would be issued by the City. The City shall be responsible for the following initial issue:

- a. 2 Mock Turtle Neck Shirts
- b. 4 Polo Shirts
- c. 4 Trousers
- d. 1 Leather Belt
- e. 4 T-shirts
- f. 2 Job Shirts
- g. 2 PT Shorts
- h. 4 PT T-shirts
- i. 1 Set Sweat Suit
- j. 1 Pair Leather Work Gloves
- k. 1 Work Coat
- l. 1 Set Rain Gear
- m. 1 Set Class A Uniform
  - 1. 1 Hat and Badge
  - 2. 1 Over Coat
  - 3. 1 Suit Jacket
  - 4. 1 Pants
  - 5. 1 White Long Sleeve Shirt
  - 6. 1 Black Tie
  - 7. 1 Set White Gloves
  - 8. 1 Set CD FD Hardware
  - 9. 2 Badges
  - 10.1 Set Collar Brass
  - 11.2 Name Tags
  - 12.1 Black Badge Band
- o. 2 Accountability Tags
- p. 1 Department ID

Included for Staff Officers are the following:

- a. 4 Short Sleeve Button Down White Shirts
- b. 4 Long Sleeve Button Down White Shirts
- c. 4 Pairs of Staff Style Trousers

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

Section 3 Upon promotion the member is allowed to keep their old badges, collar brass, and helmet shield.

Section 4 The City shall provide an allowance of \$50 per fiscal year to be applied towards the purchase of station boots. This money shall be paid to the employee in pay period 3 of each year.

**ARTICLE XX: HOLIDAYS:**

Section 1 All bargaining unit employees shall receive an amount equivalent to 12 hours of their regular daily pay for the following holidays, and any other day proclaimed as a holiday by the City Manager:

New Year's Day  
Civil Rights/Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

Section 2 Holidays which fall on a Sunday will be observed on the following Monday and holidays which fall on a Saturday will be observed on the preceding Friday.

Section 3 Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly scheduled shifts immediately prior to and immediately following the designated holiday.

Section 4 Payments for holidays shall normally be made in the pay period in which the holiday occurs.

**ARTICLE XXI: OUTSIDE DETAILS:**

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

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

**ARTICLE XXII: LONGEVITY:**

- Section 1 An annual longevity bonus shall be paid to each employee for completion of each year of continuous service with the City according to the following non-cumulative schedule:
- |   |         |
|---|---------|
| a) five (5) years up to ten (10) years            | \$400   |
| b) ten (10) years up to fifteen (15) years        | \$800   |
| c) fifteen (15) years up to twenty (20) years     | \$1,200 |
| d) twenty (20) years up to twenty five (25) years | \$1,600 |
| e) twenty-five (25) years or more                 | \$2,000 |
- Section 2 Longevity bonus payments for all employees shall be calculated on December 1 and paid annually on pay period 24 of each year. A pro-rated longevity payment shall be made only upon service or disability retirement.

**ARTICLE XXIII: ADMINISTRATIVE CORRESPONDENCE:**

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

**ARTICLE XXIV: PHYSICAL FITNESS:**

- Section 1 The City shall provide prescribed equipment necessary for Officers to perform their exercises.
- Section 2 The City shall provide an allowance of \$100 per fiscal year to be applied toward the purchase of sneakers/running shoes. This money shall be paid to the employee in pay period three of each year.
- Section 3 Any Officer may be excused from participation for a justifiable medical reason on a day-to-day basis.
- Section 4 Physicals: Each employee shall provide a "fitness for duty" certification, at their own expense, from their personal physician. The annual physical will indicate if the employee is physically fit for duty according to the IAFF/IAFC Fire Service Joint Loss Management Wellness-Fitness-Wellness Initiative, 2<sup>nd</sup> edition. Fitness for duty certifications shall be completed and submitted each year within 395 days of an employee's last physical.
- Section 5 Employee shall be permitted to participate in on-duty stop smoking programs provided by the City.

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

**ARTICLE XXV: INSURANCE:**

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

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

Section 2.1 The City will pay 80% of the Blue Choice 3 Tier plan with \$20 copay and Rx \$5/\$15/\$30 effective the FY2018 (current) plan year, which will require a special open enrollment.

Section 2.2 The City will pay 95% of the Matthew Thornton Blue 2 Tier plan with \$15 copay and Rx \$10/\$20/\$45.

Section 2.3 The City will pay 100% of the Matthew Thornton Blue Site of Service plan premium and Rx \$10/\$20/\$45, with deductibles and copays to be paid by the employee.

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

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

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deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 5 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they sign an attestation of other coverage in a non-City group health and/or dental insurance plan. The attestation is to be submitted during open enrollment. A copy of proof of insurance (card) is to be provided within one month of the other coverage plan year start. Regular full-time employees having alternative non-City health and/or dental insurance coverage and electing to forgo the City insurance plans may receive cash payment in the following amount:

	Health Buyout:	Dental Buyout:
Single:	\$5,685 per year	\$188 per year
Two-Person:	\$11,370 per year	\$369 per year
Family:	\$15,350 per year	\$369 per year

In the event that the City's full cost for health insurance drops below the above amounts, the above figures will be reduced to the full cost to the City. In the event that fifty percent (50%) of the City's cost for health insurance increases to above the fixed buyout amounts, the above figures will be increased to equal to fifty percent (50%) of the City's greatest avoided cost.

To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payment shall be made in weekly installments during the corresponding benefit plan year.

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

Section 7 457 Matching Incentive Program and Retired Employee Health Insurance Coverage.  
Paid health insurance coverage for employees retired with a minimum of 20 years of service shall be grandfathered and will continue to be provided for any City employee active on or before July 1, 1999 per the terms and conditions indicated below. All new employees hired after July 1, 1999 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 50% matching City contribution capped at \$1,500/year per employee. Current employees eligible for the paid retiree health insurance coverage

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will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program and also receiving the 50% matching City contribution capped at \$1500/year per employee. In pay period 4 of each year the City agrees to pre-pay the members committed match amount for the fiscal year. The member must commit to the deduction amount during the annual open enrollment and fulfill that obligation. If the employee does not meet their obligation or employment is severed for any reason prior to meeting the obligation, the difference between the committed amount and their actual amount shall be deducted from their final check (at separation or end of fiscal year). Members hired after the start of the fiscal year shall be allowed to make an election to the 457 plan and the match shall be prorated, if applicable, and pre-paid to their 457 account. New hires shall be subject to the same obligation requirements noted above. If a member chooses to increase their contribution amount after their match has been prepaid, the increased contribution shall be allowed, but the match will not be adjusted for that fiscal year.

- 7.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the monthly health insurance premium up to an amount equal to that paid for active members of the bargaining unit for a retiree with twenty years continuous employment with the City. This retiree health benefit shall be limited to the group health insurance benefit plan available to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an amount equal to the premium paid by the City for such retired employee when coverage was available.
  - 7.1.1 Following retirement, an employee must file for a reduction in coverage due to a change in family/marital status. In no event shall a retired employee be permitted to opt for increased membership coverage.
  - 7.1.2 The retired employee shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired employee.
- 7.2 Employees not receiving a matching contribution from the City toward the optional 457 plan may opt to have their employee contribution calculated based on a percentage of their pay or as a specified dollar amount.

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- Section 8 The City and the Union agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program.
- Section 9 Emergency Ambulance Transportation  
The City agrees to provide emergency transportation to Wentworth-Douglass Hospital by ambulance for Fire & Rescue Department Officers who are injured or have an illness of sufficient severity to require special transportation. Said transportation will be at no cost to the employee and must be within the City limits of Dover.
- Section 10 Acts of Omission  
If any claim is made or a civil action is commenced against a present or former employee, the neglect or wrongful acts of said employee, the City shall defray all the costs of representing and defending the said employee. With respect to such action is claim throughout such action providing that said acts were not wanton or reckless. In cases or actions made applicable under this provision the City shall also protect, indemnify, and hold harmless such said employee from any cost, damages, awards, judgments, settlements, arising from said claim or action.

**ARTICLE XXVI: SAFETY:**

- Section 1 The City has the right to make regulations for safety and health of its employees during hours of employment.
- Section 2 The Association and its members agree to exercise proper care of all City property issued or entrusted to them.
- Section 3 The President of the Association, or his/her designee, shall be a member of the City's Safety Committee.
- Section 4 In the event of a line of duty funeral for a member of the bargaining unit, the City will cover certain related costs as mutually agreed upon by a committee consisting of 2 union members designated by the president and 2 City representatives as appointed by the City Manager.

**ARTICLE XXVII: DISCIPLINARY PROCEDURES:**

- Section 1 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
- Section 2 All suspensions and discharges must be stated, in writing, and the reasons stated and a copy shall be given to the Officer and the Association at the time of suspension or discharge.
- Section 3 In the event the City determines that circumstances warrant, it may issue a "paper suspension" in lieu of an actual suspension. In such case, the City will specify the amount of time off that would have applied but the Employee shall lose no time or pay as the result of such action.



- The City and the Union agree that a "paper suspension" shall carry precisely the same impact as an actual suspension with regard to progressive discipline. The parties also agree that the granting or failure to grant a "paper suspension" in lieu of an actual suspension shall not constitute a precedent with regard to any other case. In the event the Union wishes to challenge the imposition of a "paper suspension: it may do so in accordance with the provisions of ARTICLE XXVIII: GRIEVANCE PROCEDURE.
- Section 4 Disciplinary actions will normally be taken in the following order:  
a) A documented verbal warning or supervisory counseling  
b) Written warning  
c) Suspension without pay or demotion  
d) Discharge  
Notwithstanding the above, however, the above sequence need not be followed if the infraction is sufficiently severe to merit immediate suspension or discharge.
- Section 5 No Officer shall be penalized, disciplined, suspended or discharged without just cause.
- Section 6 The personnel record of an Officer will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions committed during the intervening period.
- Section 7 The personnel record of an Officer will be cleared of suspension notices after a period of two (2) years from the date of suspension provided there are no similar infractions committed during the intervening period.

**ARTICLE XXVIII: GRIEVANCE PROCEDURES:**

- Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more employees covered by the collective bargaining agreement.
- Section 2 Step 1. An employee having a grievance is encouraged to discuss the matter informally with the employee's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter. The employee shall be required to discuss the matter informally with the employee's department head prior to initiating a formal written grievance.
- Section 3 Step 2. If the aggrieved employee or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done

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- within fifteen (15) calendar days from the date the employee could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within fifteen (15) calendar days of receiving the written grievance. The department head or employee may require that a grievance hearing be conducted prior to the issuance of a decision.
- Section 4 Step 3. If the aggrieved employee or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to the City Manager stating those specific sections of the contract which have been violated and the basis of the appeal of the department head's decision. Filing of the appeal with the City Manager shall be done within fifteen (15) calendar days of receipt of the written decision from the department head. The City Manager or a designated representative shall conduct a grievance hearing and shall render a decision within fifteen (15) calendar days from receipt of the written appeal.
- Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to the NH Public Employee Labor Relations Board to submit the names of prospective arbitrators to the parties. The parties shall then select an arbitrator under the Board's rules and request the Board to appoint the arbitrator to resolve the grievance. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- Section 7 The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.
- Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.
- Section 9 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred at the discretion of the arbitrator.

**ARTICLE XXIX: DEFINITIONS:**

- Section 1 Workweek: The Workweek shall be defined as an average of not more than 42 hours per week for shift officers and not more than 42 hours per week for staff officers.
- Section 2 Workday: (hereinafter referred to as a "Tour of Duty") shall consist of a ten (10) hour day shift directly followed by a fourteen (14) hour night shift.
- Section 3 Officers of the Fire & Rescue Department: For the purposes of this Agreement, an Officer of the Fire & Rescue Department shall be any person appointed as an Officer by the Fire Chief, who is in a permanent position and under the direction of another Officer or the Fire Chief. An Officer shall be actively and regularly engaged in full-time work or enrolled on the regular payroll of the Fire & Rescue Department covered by this Agreement.
- Section 4 Regular Uniformed Officer: For the purpose of this Agreement, a regular uniformed Officer shall be defined as an Officer who has:
- a. Been appointed to a position in the City of Dover Fire & Rescue Department in accordance with the rules and regulations of the Merit Plan.
  - b. Has as his/her primary means of employment the duties of a uniformed Officer of the Dover Fire & Rescue Department; and
  - c. Who has successfully completed a designated probationary period not to exceed twelve (12) months, to include temporary or Acting Officer status without a break in time served.
  - d. The term "regular employee" shall not include those employees referred to as "Call Officers."
- Section 5 Seniority: There shall be two types of seniority:
- a. Departmental Seniority shall relate to the time an Officer has been continuously employed by the Department.
  - b. Classification Seniority shall relate to the length of time an Officer has been employed in a particular rank/grade classification.
- Section 6 Emergency: For the purpose of this Agreement, an emergency shall be defined as an unexpected event or happening as determined by the Chief of the Department, or his/her designee.
- Section 7 Grievance: A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, and shall be processed in accordance with ARTICLE XXX, GRIEVANCE PROCEDURE, of this Agreement.
- Section 8 Budget Submission Date: For the purpose of this Agreement, the budget submission date shall be February 15, or as may be designated by City Charter.

**ARTICLE XXX: SEACOAST TACTICAL ASSISTANCE RESPONSE TEAM**

**(START):**

- Section 1 Officers may join Seacoast Tactical Assistance Response Team (START). Selection of participating Fire Officers may be based upon a competitive process which can include but is not limited to past performance evaluation scores, a written examination, and a physical fitness test.
- Section 2 Specialized training for members of START shall be provided on a voluntary basis and shall not be compensated with the exception of training provided during regularly scheduled work hours and an incentive payment as specified in Section 3 below.
- Section 3 Fire Officers selected as members of START shall receive a \$900 per year incentive payment for participation. All other Officers who have completed the Hazardous Material Technician course shall receive a \$450 incentive. If a Fire Officer is selected as a START Team Leader the Leader shall receive an additional \$200. The incentive payment shall be made in pay period 24 of each year of continued participation.
- 3.1. Continued participation shall be subject to medical clearance exams, sustained physical fitness, sufficient availability and return for emergency call-backs, and satisfactory completion of required training programs.
- 3.2. A member of START may voluntarily leave the team after the first six months of participation; however, they will not receive the incentive payment for that year.

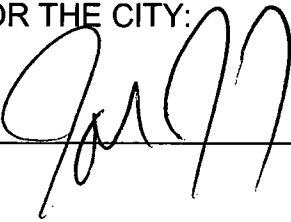
**ARTICLE XXXI: TERMINATION:**

- Section 1 This contract shall commence and shall be effective as of July 1, 2017 through June 30, 2020, and shall thereafter continue from year to year, provided, however, that either party may terminate the same upon giving one hundred twenty (120) days written notice of its intention to do so prior to the City's budget submission date.
- Section 2 Either party may propose amendments to this Contract, provided, however, that notification to the other party, in writing, with a list of proposed amendments, is provided such other party. Such notice shall not be less than one hundred twenty (120) days from the annual date of this Contract.
- Section 3 Should any article, section, or portion thereof of this Contract be in violation of any state law or municipal ordinance, or be held unlawful and/or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereof directly specified in the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

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

FOR THE CITY:

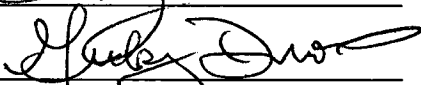


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FOR IAFF, Local 2909:



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Signature Date: 11/2/17

**Appendix A**

<u>Position</u>	<u>DPFOA Grade</u>
Fire Lieutenant	23
Fire Captain	25
Fire Division Chief	27
Assistant Chief	29
Deputy Fire Chief	30

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**Appendix B**

<b>FY18</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>Grade 1</b>	\$8.15	\$8.37	\$8.60	\$8.83	\$9.31	\$9.56	\$9.84	\$10.10	\$10.36	\$10.94	\$11.24	\$11.55
<b>Grade 2</b>	\$8.56	\$8.79	\$9.03	\$9.27	\$9.78	\$10.05	\$10.32	\$10.60	\$10.89	\$11.49	\$11.79	\$12.12
<b>Grade 3</b>	\$8.99	\$9.23	\$9.48	\$9.73	\$10.27	\$10.56	\$10.84	\$11.13	\$11.43	\$12.07	\$12.39	\$12.74
<b>Grade 4</b>	\$9.44	\$9.68	\$9.95	\$10.22	\$10.78	\$11.07	\$11.38	\$11.68	\$12.00	\$12.67	\$13.01	\$13.35
<b>Grade 5</b>	\$9.91	\$10.17	\$10.45	\$10.73	\$11.33	\$11.63	\$11.95	\$12.28	\$12.60	\$13.29	\$13.65	\$14.03
<b>Grade 6</b>	\$10.40	\$10.69	\$10.98	\$11.28	\$11.90	\$12.21	\$12.55	\$12.88	\$13.24	\$13.98	\$14.34	\$14.74
<b>Grade 7</b>	\$10.92	\$11.22	\$11.52	\$11.82	\$12.48	\$12.82	\$13.17	\$13.53	\$13.90	\$14.65	\$15.04	\$15.46
<b>Grade 8</b>	\$11.47	\$11.77	\$12.09	\$12.42	\$13.12	\$13.47	\$13.82	\$14.21	\$14.60	\$15.40	\$15.81	\$16.24
<b>Grade 9</b>	\$12.04	\$12.37	\$12.71	\$13.05	\$13.76	\$14.14	\$14.52	\$14.92	\$15.33	\$16.17	\$16.61	\$17.06
<b>Grade 10</b>	\$12.65	\$12.97	\$13.33	\$13.69	\$14.44	\$14.85	\$15.26	\$15.66	\$16.09	\$16.97	\$17.43	\$17.90
<b>Grade 11</b>	\$13.28	\$13.64	\$14.02	\$14.39	\$15.17	\$15.59	\$16.03	\$16.45	\$16.90	\$17.82	\$18.30	\$18.80
<b>Grade 12</b>	\$13.95	\$14.31	\$14.70	\$15.09	\$15.94	\$16.36	\$16.81	\$17.26	\$17.74	\$18.72	\$19.22	\$19.73
<b>Grade 13</b>	\$14.63	\$15.03	\$15.44	\$15.85	\$16.73	\$17.18	\$17.64	\$18.15	\$18.64	\$19.65	\$20.17	\$20.74
<b>Grade 14</b>	\$15.38	\$15.79	\$16.21	\$16.65	\$17.57	\$18.04	\$18.54	\$19.04	\$19.55	\$20.62	\$21.19	\$21.75
<b>Grade 15</b>	\$16.15	\$16.57	\$17.03	\$17.49	\$18.44	\$18.95	\$19.47	\$20.00	\$20.52	\$21.66	\$22.24	\$22.85
<b>Grade 16</b>	\$16.95	\$17.42	\$17.88	\$18.36	\$19.38	\$19.90	\$20.44	\$20.98	\$21.57	\$22.75	\$23.37	\$24.00
<b>Grade 17</b>	\$17.79	\$18.27	\$18.77	\$19.27	\$20.35	\$20.89	\$21.47	\$22.05	\$22.63	\$23.88	\$24.54	\$25.20
<b>Grade 18</b>	\$18.69	\$19.18	\$19.70	\$20.24	\$21.35	\$21.93	\$22.53	\$23.13	\$23.77	\$25.06	\$25.74	\$26.45
<b>Grade 19</b>	\$19.62	\$20.14	\$20.71	\$21.25	\$22.42	\$23.03	\$23.65	\$24.29	\$24.96	\$26.32	\$27.03	\$27.77
<b>Grade 20</b>	\$20.58	\$21.16	\$21.72	\$22.31	\$23.54	\$24.18	\$24.84	\$25.51	\$26.21	\$27.65	\$28.40	\$29.16
<b>Grade 21</b>	\$21.63	\$22.21	\$22.81	\$23.43	\$24.73	\$25.40	\$26.09	\$26.79	\$27.52	\$29.03	\$29.82	\$30.64
<b>Grade 22</b>	\$22.72	\$23.33	\$23.95	\$24.60	\$25.95	\$26.67	\$27.38	\$28.14	\$28.89	\$30.47	\$31.30	\$32.16
<b>Grade 23</b>	\$23.84	\$24.49	\$25.15	\$25.84	\$27.24	\$27.99	\$28.75	\$29.54	\$30.34	\$32.00	\$32.88	\$33.76
<b>Grade 24</b>	\$25.04	\$25.72	\$26.41	\$27.13	\$28.62	\$29.39	\$30.20	\$31.02	\$31.86	\$33.61	\$34.51	\$35.45
<b>Grade 25</b>	\$26.29	\$27.00	\$27.73	\$28.48	\$30.03	\$30.86	\$31.70	\$32.55	\$33.43	\$35.28	\$36.24	\$37.22
<b>Grade 26</b>	\$27.59	\$28.33	\$29.11	\$29.90	\$31.55	\$32.41	\$33.28	\$34.18	\$35.11	\$37.04	\$38.04	\$39.09
<b>Grade 27</b>	\$28.98	\$29.77	\$30.56	\$31.40	\$33.13	\$34.03	\$34.95	\$35.89	\$36.87	\$38.88	\$39.96	\$41.04
<b>Grade 28</b>	\$30.42	\$31.24	\$32.09	\$32.97	\$34.79	\$35.73	\$36.69	\$37.69	\$38.71	\$40.84	\$41.95	\$43.10
<b>Grade 29</b>	\$31.95	\$32.81	\$33.71	\$34.62	\$36.53	\$37.50	\$38.53	\$39.57	\$40.65	\$42.89	\$44.05	\$45.26
<b>Grade 30</b>	\$33.57	\$34.46	\$35.40	\$36.35	\$38.36	\$39.40	\$40.47	\$41.56	\$42.69	\$45.04	\$46.24	\$47.51
<b>Grade 31</b>	\$35.23	\$36.18	\$37.17	\$38.16	\$40.27	\$41.36	\$42.49	\$43.63	\$44.82	\$47.29	\$48.58	\$49.89
<b>Grade 32</b>	\$37.00	\$37.99	\$39.04	\$40.07	\$42.30	\$43.43	\$44.61	\$45.82	\$47.07	\$49.64	\$51.00	\$52.38
<b>Grade 33</b>	\$38.83	\$39.90	\$40.97	\$42.09	\$44.40	\$45.61	\$46.85	\$48.11	\$49.42	\$52.12	\$53.55	\$55.00
<b>Grade 34</b>	\$40.78	\$41.89	\$43.03	\$44.19	\$46.61	\$47.89	\$49.18	\$50.51	\$51.90	\$54.75	\$56.23	\$57.75
<b>Grade 35</b>	\$42.82	\$43.98	\$45.18	\$46.41	\$48.96	\$50.27	\$51.64	\$53.03	\$54.49	\$57.48	\$59.03	\$60.65
<b>Grade 36</b>	\$44.95	\$46.17	\$47.43	\$48.72	\$51.38	\$52.79	\$54.22	\$55.70	\$57.20	\$60.34	\$61.98	\$63.67
<b>Grade 37</b>	\$47.21	\$48.50	\$49.81	\$51.16	\$53.97	\$55.43	\$56.95	\$58.48	\$60.07	\$63.37	\$65.09	\$66.87
<b>Grade 38</b>	\$49.56	\$50.90	\$52.30	\$53.71	\$56.67	\$58.20	\$59.78	\$61.41	\$63.07	\$66.54	\$68.34	\$70.21
<b>Grade 39</b>	\$52.05	\$53.45	\$54.91	\$56.40	\$59.51	\$61.11	\$62.77	\$64.47	\$66.22	\$69.86	\$71.75	\$73.71
<b>Grade 40</b>	\$54.65	\$56.14	\$57.65	\$59.23	\$62.47	\$64.16	\$65.91	\$67.70	\$69.53	\$73.34	\$75.35	\$77.38

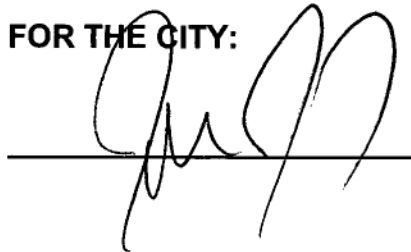
**MEMORANDUM OF AGREEMENT**  
**THE CITY OF DOVER, NH – and – IAFF 2909**

The City of Dover, NH and the Dover Professional Fire Officers Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

The Parties agree that in the event that it becomes evident that, pursuant to the terms of the Affordable Care Act (ACA) or other federally mandated Act, if any of the health insurance plans provided under this Agreement will become subject to the so-called "Cadillac Tax" on amounts in excess of the federally established thresholds, whether it applies to either of the Parties, plan administrator, insurer or risk pool:

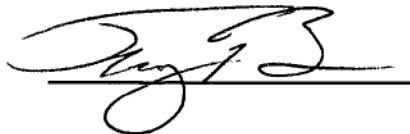
1. Either Party may request that Article XXV: INSURANCE be reopened to further negotiation with the intent being that adjustment(s) shall be made to eliminate added costs for either of the parties, plan administrator, insurer and/or risk pool related to the so called "Cadillac Tax;"
2. Negotiations shall commence within thirty (30) days of such notice.

FOR THE CITY:

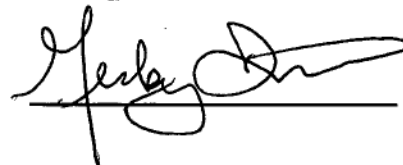


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FOR IAFF:



A handwritten signature in black ink, appearing to be 'Tony J. J.', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Herby J.', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Michael McShane', written over a horizontal line.

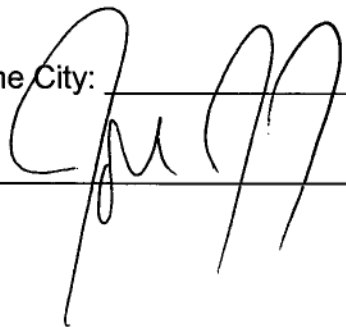
Signature Date: \_\_\_\_\_

11/2/17


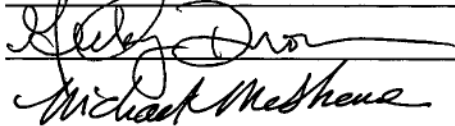


**MEMORANDUM OF AGREEMENT  
CITY OF DOVER-IAFF LOCAL #2909**

In the context of Collective bargaining Negotiations for the 2017-2020 agreement if another City bargaining unit negotiates a wage schedule adjustment provided in Article X: Compensation, Section 1, a lesser health insurance premium cost share provided in Article XXVI: Insurance, Section 2, or other beneficial provisions in the STD/LTD programs provided in Article XIV, Section 3; negotiations on such issue shall be reopened with the intent being that similar adjustments shall be granted to the membership of IAFF Local 2909.

For the City:  \_\_\_\_\_  
\_\_\_\_\_

FOR IAFF LOCAL 2909:

  
\_\_\_\_\_  
  
Michael McShane

Signature Date: 11/21/17