R-08-106

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE, AND LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, FROM JULY 1, 2006 THROUGH JUNE 30, 2011

CITY OF NASHUA

In the Year Two Thousand and Eight

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Fire Commissioners and Local #789, International Association of Fire Fighters, are approved. The collective bargaining agreement covers the period from July 1, 2006 through June 30, 2011.

LEGISLATIVE YEAR 2008

RESOLUTION: R-08-106

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Mayor and the Board of Fire Commissioners of the City of Nashua, New Hampshire, and Local #789, International Association of Firefighters, from July 1, 2006 through June 30, 2011**

ENDORSER(S):
Alderman Michael J. Tabacsko
Alderman Marc W. Plamondon
Alderman-at-Large Lori Wilshire
Alderman-at-Large Benjamin M. Clemons
Alderman David MacLaughlin

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **The cost analysis is attached.**

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Fire Commissioners and Local #789, International Association of Fire Fighters. The Agreement has a term of five (5) years starting July 1, 2006 and expiring on June 30, 2011. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty (30) days of receipt. RSA 273-A:3 II (c).

Approved as to form: **Office of Corporation Counsel**

By: _____

Date:

Nashua Firefighters Local 789 FY07 - FY11

Contract Items	Year FY06 (7/01/05-6/30/06)	Year FY07 (7/01/06-6/30/07)	Year FY08 (7/01/07-6/30/08)	Year FY09 (7/01/08-6/30/09)	Year FY10 (7/1/09-6/30/10)	Year FY11 (7/1/10-6/30/11)
Wages						
Article 13 - Salaries	$ 8,238,013	$ 8,238,013	$ 8,624,906	$ 9,114,764	$ 9,636,110	$ 10,088,138
The following articles are inclusive of wages						
Article 14 - Hours of Duty						
Article 21 - Paid Vacations						
Article 22 - Paid Sick and Injury Leave						
Article 23 - Bereavement Leave						
Article 24 - Personal Leave						
Article 28 - Military Duty Pay						
Article 29 - Jury Duty Pay						
Base Wage Increase		*$ -*	*$ 386,893*	*$ 489,858*	*$ 521,347*	*$ 452,028*
% Base Wage Increase		*0.00%*	*4.70%*	*5.68%*	*5.72%*	*4.69%*
Pension/FICA/Medi						
Base Pension Costs*	$ 1,182,979	$ 1,182,979	$ 1,373,085	$ 1,432,964	$ 1,514,860	$ 1,585,655
Base FICA/Medi Costs	$ 116,582	$ 116,582	$ 121,959	$ 129,317	$ 137,056	$ 143,910
Projected Base Combined Increase		*$ -*	*$ 195,484*	*$ 67,237*	*$ 89,635*	*$ 77,649*
Project % Base Combined Increase		*0%*	*15.04%*	*4.50%*	*5.74%*	*4.70%*
Overtime						
Article 15 - Overtime & Shift Coverage	$ 2,145,303	$ 1,791,639	$ 1,979,830	$ 2,092,284	$ 2,211,963	$ 2,315,704
Longevity						
Article 25 - Longevity	$ 136,676	$ 128,759	$ 122,855	$ 112,984	$ 130,426	$ 149,106
Insurance Benefits						
Article 32 A - Health Insurance**	$ 1,790,349	$ 2,115,246	$ 2,252,742	$ 2,182,840	$ 2,401,124	$ 2,641,719
Article 32 C - Dental Coverage	$ 132,989	$ 132,989	$ 132,989	$ 146,417	$ 146,417	$ 146,417
Article 32 B - Life Insurance	$ 21,600	$ 21,600	$ 22,638	$ 24,175	$ 25,577	$ 26,816
Other						
Article 20 - Paid Holidays	$ 435,664	$ 435,664	$ 456,125	$ 525,852	$ 509,602	$ 533,507
Article 22 O - Sick Incentive	$ 22,212	$ 22,212	$ 22,212	$ 22,212	$ 22,212	$ 22,212
Article 26 - Clothing Allowance	$ 99,000	$ 99,000	$ 99,000	$ 99,000	$ 99,000	$ 99,000
Article 31 - Educational Assistance	$ 9,000	$ 9,000	$ 9,000	$ 13,500	$ 18,000	$ 18,000
Article 13 E.1 - Hazmat Team/Awarness Ops Decon Certification	$ 129,207	$ 129,207	$ 134,886	$ 141,330	$ 147,643	$ 153,012
Article 13 E.2 - Water Emergency Dive Team/Certification	$ 123,540	$ 123,540	$ 129,004	$ 135,008	$ 140,763	$ 145,903
Article 36 E.3 - EMT-B Certification	$ 82,971	$ 82,971	$ 86,893	$ 91,428	$ 96,320	$ 99,805
	$ 14,666,084	**$ 14,629,400**	**$ 15,568,124**	**$ 16,264,075**	**$ 17,237,073**	**$ 18,168,905**
Overall average increase	**0.00%**	**-0.25%**	**6.42%**	**4.47%**	**5.98%**	**5.41%**
Active Employees Covered: Full Time: 165 Average Salary: $49,927						

**Health and Dental projections provided by Human Resources

Nashua Firefighters, Local 789

* Projected Cost Impact of Health Benefit Changes
* Based on expected claim projections for FY09
* Human Resources applied appropriate % of benefit changes to projected health care costs

Comparison: Status Quo to Proposed Contract Changes
with 10% Projected Increase in Health Care Costs FY10 and FY11

City Costs

	FY07	FY08	FY09	FY10	FY11
Status Quo:	$ 2,115,246	$ 2,252,742	$ 2,305,389	$ 2,535,928	$ 2,790,031
Proposed Contract Changes:	2,115,246	2,252,742	2,137,087	2,350,795	2,586,358
Potential Net Savings to City for Proposed Health Changes:		$ -	$ 168,302	$ 185,133	$ 203,673

Estimated Total Savings Over Contract Life

Status Quo	$	11,999,336
Proposed Contract Changes	$	11,442,228
Potential Net Gain for Health Only	$	557,108

8/1/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF FIRE COMMISSIONERS

AND

LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Fiscal Years 2007, 2008, 2009, 2010 & 2011
July 1, 2006 – June 30, 2011

AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE, AND LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

JULY 1, 200~~2~~6 -- JUNE 30, 20~~06~~11

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AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, AND LOCAL -789 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

This is an agreement made this _____ day of _____, 200~~3~~8, by and between the City of Nashua, New Hampshire, by its Mayor and the Board of Fire Commissioners duly authorized, hereafter referred to as the "City" and Local 789, Nashua, New Hampshire, International Association of Fire Fighters, hereafter referred to as the "Union".

In consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

Article 1 – PURPOSES

It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish fair and equitable standards of wages, hours and other conditions of employment, and to continue the existing harmonious relationship between the Fire Department and its permanent employees, and to promote the morale, equal rights, well-being and security of the Fire Department's permanent employees.

Article 2 - BARGAINING UNIT AND EXCLUSIONS

The City hereby recognizes the International Association of Fire Fighters, Local #789, as the sole bargaining agent and sole and exclusive representative of all employees of the Nashua Fire Rescue Department, with the exception of the Chief, the Assistant Chief, the Deputy Chiefs, general maintenance person, and other civilian personnel for the purpose of bargaining with respect to wages, hours of duty and working conditions. Employees in the bargaining unit who perform office work are not included in these exceptions. This agreement shall apply to all bargaining unit employees of the Fire Department as defined above, with the exception that probationary employees in Article 16 may not use the grievance procedure in cases of termination or discipline.

Article 3 - UNION SECURITY

A. Subject to compliance with applicable law, for the term of this agreement or any extension thereof, all employees who are Union members on the date of the execution of this agreement or who shall thereafter join the Union during the term of this agreement shall remain members of the Union in good standing as to payment of dues as a condition of continued employment by the City, providing that the Union shall set a 15 consecutive day period during the term of this agreement during which such members shall be able to withdraw their membership in writing.

B. Subject to all compliance with all applicable law, all new employees employed during the term of this agreement shall within nine (9) months after their hire, become members of the Union and continue as such as a condition of continued employment. However, any such employee who withdraws their membership from the Union shall render to the Union a service fee commensurate with their fair share apportionment for the cost of collective bargaining and the administration of this collective bargaining agreement. Such service fee may be deducted pursuant to the terms of Article 10 of this agreement.

C. The City agrees that it will not discriminate against, intimidate or coerce any employee in the exercise of his/her rights to bargain collectively through the Union or on account of membership in or activities on behalf of the Union.

D. It is also agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

E. It is also agreed that the parties hereto ascribe to and support the implementation of the City of Nashua's affirmative action program.

Article 4 - MANAGEMENT'S RIGHTS

Except as otherwise expressly and specifically provided in this agreement, the Union recognizes and agrees that the supervision, management and control of the City's business, operations, working force and plant are exclusively vested in the

management of the City. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct and control the City's business, methods, operations and working force; to hire, promote, transfer and temporarily assign bid positions for absences in excess of 45 days, and lay off employees, to grant leave, and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours and schedules of work and the work tasks and standards of performance for employees, is vested exclusively in the City. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to negotiate for working conditions and represent the employees covered hereby in the procedures provided in this agreement and nothing in this agreement shall be so interpreted as to change any benefits now enjoyed by employees unless such change is specifically covered in provisions of this agreement other than this Article 4.

Article 5 - CONFORMITY WITH LAWS, CHARTER AND RULES AND REGULATIONS

Mindful of all existing New Hampshire laws, the City of Nashua Charter and Ordinances provisions, rules and regulations of the Nashua Fire Department and every other applicable law, all provisions of this agreement shall be subject to and consistent with such laws and regulations promulgated thereunder by the Board of Fire Commissioners. The Union will be informed of any new rules and regulations to be applied after the signing of this agreement and any such new rules and regulations shall not be in conflict with or supersede any other provisions of this agreement. The City of Nashua and the Board of Fire Commissioners agree not to make any law or regulation or to adopt rules relative to the terms and conditions of employment that would invalidate any portion of this agreement.

Article 6 – INDEMNIFICATION

The City will maintain in effect for the life of this agreement and will have all Fire Department personnel named as insureds thereunder, the public liability insurance in force on the effective date of this agreement, provided, however, that if the City is unable to procure and maintain such insurance, it will indemnify the members of the bargaining unit in the same manner and to the same extent as the City's present insurance coverage now provides.

Article 7 - UNION BUSINESS

A. A grievant and one representative shall each be allowed one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances at steps 1, 2 and 3 of Article 19.

B. The Union President, Vice President, Secretary-Treasurer, Steward-at-Large and stewards shall each be allowed one duty shift per month to attend to Union functions, provided they comply with Article 24, section C.

The President of the Union, or designee, shall be granted a total of up to eight (8) duty shifts of paid leave annually for the purpose of Union business, provided the Chief is given at least five (5) days notice prior to the leave occurring.

C. 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).

D. Any officer of the Union who is required to attend a Union function or perform other duties on behalf of the Union necessitating a leave of absence shall apply in writing to the Chief and the Board of Fire Commissioners and may be granted such leave without pay when in the opinion of the Chief it will not affect the effective operation of the Fire Department. In the event an officer of the Union is granted leave, he/she shall be required to provide a replacement who is qualified in the opinion of the Chief or designee.

Article 8 – NEGOTIATIONS

All contract negotiations will be conducted by the Local #789 Executive Committee with the Mayor and Board of Fire Commissioners, the Chief of the Department and any other duly authorized personnel.

Article 9 - DISCIPLINARY PROCEDURES

A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and

progressive in its severity. Disciplinary actions shall normally follow the order below:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Discharge

The City may deviate from the order above when the occasion or severity of the offense warrants. In the event of suspension, demotion, or discharge, or any other disciplinary action the reasons for the action taken will be given in writing to the employee and the Union within 24 hours.

B. It is specifically agreed that any employee may be discharged for reporting to work under the influence of intoxicating liquor or illegal substances, becoming under the influence of intoxicating liquor or illegal substances while on the job, or offenses involving moral turpitude. A sobriety test and/or the appropriate testing for substance abuse is mandatory and any employee who refuses such test(s) may be discharged at the option of the Department.

If any invasive test: blood, urine, breath or other test is used, a split sample will be provided and the complete test results, procedures and chain of custody will be made available to the Union and the employee within twenty-four (24) hours of receipt.

C. Any employee disciplined or discharged shall, except in cases involving conviction of a felony during the term of this agreement, be entitled to the provisions of the Grievance Procedure under Article 19, and will be allowed a representative of his or her choosing. If requested in writing by the employee, a hearing must be held by the Fire Commission within seven (7) calendar days of the disciplinary action or discharge.

D. Provided that the employee has had no recurrence of discipline within the specified period, verbal warnings will be removed from the verbal warning file after six (6) months, and written warnings will be removed from the employee's personnel file after twelve (12) months upon the employee's written request. The parties agree that the warnings as well as the employee's request shall be removed from the file. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 10 - UNION DUES

A. The City agrees to deduct, once each week, dues in an amount certified to be current by the treasurer of the Union, from the pay of those employees who individually request in writing that those deductions be made. The total amount of the deductions shall be remitted by the City to the treasurer of the Union. At the request of the Union, such remittance may be made by direct deposit or electronic transfer to the Union's Bank.

B. The City shall have no obligation to collect dues or service fee deductions in the event that an employee has no pay coming to him or her, or the check is not large enough to satisfy the dues deduction, no deduction will be made for that week.

C. In no case will the City collect fines or assessments for the Union other than under A above.

D. The Union shall indemnify and save harmless the city in and on account of any and all claims, suits and damages arising out of or in relation to such dues or service fee deductions.

Article 11 - PROTECTION OF CITY PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its proper place of storage. Drivers shall be responsible for all tools and equipment on their assigned apparatus.

Article 12 - SAFETY AND HEALTH

A. The City and Union shall cooperate in matters of safety, workers compensation claims prevention, health and sanitation affecting the employees. There shall be established a departmental safety committee, a truck committee, an equipment committee and other committees as may be mutually agreed upon by the parties, each comprised of one private and one officer named by the Union and the Chief or designee. The committee shall meet as necessary and will keep

minutes of all proceedings. A copy of the minutes and any reports issued by the committee shall be posted at each station, and a copy forwarded to the Fire Commission and the Union. There shall be compensation paid for attendance at committee meetings by members of the bargaining unit unless they are on duty.

B. No employee shall be required to ride the rear of a hose wagon alone except when a second employee is on emergency leave as specified in Article 15 or 24, or has called in sick under Article 22 unless the second employee is responding to the same incident in another vehicle. The first employee will then ride alone only until the second employee returns or his or her substitute arrives as specified under Article 15 or 24.

C. The Department will first respond to each incident other than a brush fire with an engine/aerial having not less than an officer, a driver and two fire fighters. In the event of response by additional personnel, not less than two fire fighters and one officer shall be assigned to each hose line. Under normal operating conditions, any apparatus in active operation at a fire scene shall have an operator. The only exceptions to the foregoing shall be as follows:

1. When one member of the group responding is engaged in first responder duties.

2. When an officer is engaged in group training with other officers. In that event an officer shall respond to a structure fire at the same time as the first dispatch via separate vehicle.

3. When an employee is on emergency leave as specified in Article 15 or 24 or has called in sick under Article 22. In that event, less than the above numbers of personnel will respond only until the absent employee on emergency leave returns or his or her substitute arrives as specified under Article 15 or 24.

4. When an employee becomes unable to perform his/her duties due to illness or injury and leaves work after 0800 hours on the day shift or after 1800 hours on the night shift. Under no circumstances, however, will this subparagraph result in more than one unfilled slot on a shift.

5. When a member is responding with another vehicle.

D. The minimum number of fire suppression personnel on duty on any given shift will be based on the following formula for each piece of fire apparatus designated by the Commission as being in service for that duty shift.

1. Total number of engines times four personnel.

2. Total number of aerials times four personnel.

3. Safety Officer times one personnel.

The total number of personnel designated by the above formula shall be temporarily reduced by any personnel absent as set out in paragraph C, subparagraphs 1, 2, 3, 4 and 5 above. The designation of the above formula for safety purposes shall not operate as a restriction on the stations or pieces of apparatus to which individual personnel may be assigned. The Fire Commission will designate in writing which pieces of apparatus are to be in service at each station for each duty shift. Ten (10) days notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for seven (7) days or less. Twenty one (21) days notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for any period in excess of seven (7) days.

Specialty vehicles are any vehicles which are operational but not in service on a full time status, or manned. Examples could be CFR 1, Utility, Forestry, spare apparatus (engines or ladders), Command van, etc. Specialty vehicles are subject to the provisions of Article 12.C.5.

E. There shall also be provisions for proper working facilities, equipment, tools, safety devices, protective clothing and other modern implements of fire rescue services so as to provide the City with an efficient and safety-minded fire fighting organization to give the City full protection within the limits of the annual budget as passed by the Mayor and the Board of Aldermen.

F. There shall be no less than two Fire Dispatchers on duty at all times.

G. The Department will implement and fund a "Hepatitis B" program that will provide employees who choose to, the opportunity to receive the full series of inoculations to prevent that disease.

Article 13 - SALARIES

~~A. Effective July 1, 2002, a 3% increase in wages will be granted by the City. All members will also be placed on the payroll grade and step grid as determined by classification and certification Article 13 Section C.1~~

~~A.1. Effective July 1, 2003, a 2% increase in wages will be granted by the City. All members will also be placed on the payroll grade and step grid as determined by classification and certification Article 13 Section C.2.~~

~~A.2. Effective July 1, 2004, a 2.5% increase in wages will be granted by the City. All members will also be placed on the payroll grade and step grid as determined by classification and certification Article 13 Section C.3.~~

~~A.3. Effective July 1, 2005, a 2.5% increase in wages will be granted by the City. All members will also be placed on the payroll grade and step grid as determined by classification and certification Article 13 Section C.4.~~

A. Effective July 1, 2006, a zero increase in wages will be granted by the City. All members shall remain at their present step on the payroll grade and step grid. Article 13 Section C.1.

A.1. Effective July 1, 2007, a three percent (3%) increase in wages will be added to the grade and step grid by the City. All eligible members will also be placed on the payroll grade and step grid as determined by classification and certification. Article 13 Section C.2.

A.2. Effective July 1, 2008, a three percent (3%) increase in wages will be added to the payroll grade and step grid by the City. All eligible members will also be placed on the payroll grade and step grid as determined by classification and certification. Article 13 Section C.3.

A.3. Effective January 1, 2009, eligible members shall advance one (1) step on the payroll grade and step grid. Article 13, Section C.4.

A.4. Effective July 1, 2009, a two point five percent (2.5%) increase in wages will be added to the payroll grade and step grid by the City. All eligible members will also be placed on the payroll grade and step grid as determined by classification and certification. Article 13 Section C.5.

A.5. Effective July 1, 2010, a two point five percent (2.5%) increase in wages will be added to the payroll grade and step grid by the City. All eligible members will also be placed on the payroll grade and step grid as determined by classification and certification. Article 13 Section C.6.

B. All members of the bargaining unit who have completed ten or more years of service with the Nashua Fire Rescue as of July 1, 1997 shall be considered certified for purposes of grade and step grid.

The members to which this subsection pertains, agree to make a good faith attempt to secure certification specific to the members position, provided training is available locally. The City agrees to endeavor to make the training necessary for said certification available within the department, while on duty.

All members of the bargaining unit achieving 10 years of service with Nashua Fire Rescue after July 1, 1997 or promoted after July 1, 1997 will be required to have the certification specific to the members position to receive the certified grade on payroll grid.

Fire Fighters and Fire Dispatchers who were employed before July 1, 2003 and are not currently certified as shown in Article 13 section D shall be entitled the appropriate percentage based wage increase as described in Article 13 Sections A, A1, A2 and A3.

C. All step increases are effective July 1, annually except: ~~Probation, which advances step or grid at successful completion of probation.~~

(1) The step increase contained in Article 13 Section A.3. (effective January 1, 2009);

(2) Probation, which advances a step on the payroll grade and step grid at successful completion of probation; and

(3) FF/Dispatcher Certified (Grade 2) members that attain all required certifications as set forth in Article 13 Section D shall be paid at the appropriate grade and step on the payroll grade and step grid effective on the date of certification or the date of their second anniversary, whichever comes later.

FY07

		Probation	1 (COLA)	2	3	4	5 (2 Not 10)	6 (10 Not 15)	7 (15 Not 20)	8 (20 Not 25)	9 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	36,953	40,256	43,637	44,073	44,514	44,959	45,409	45,863	46,322	46,785
	Firefighters/Dispatchers - Certified 1st yr	44,344									
Grade 2	Firefighters/Dispatchers - Certified		47,027	47,497	47,972	48,452	48,936	49,426	49,920	50,419	50,923
Grade 3	Dispatcher Clerk/Trainer		54,485	55,030	55,580	56,136	56,698	57,265	57,837	58,416	59,000
Grade 3	Lieutenant's/Specialists - Non-Certified		54,485	55,030	55,580	56,136	56,698	57,265	57,837	58,416	59,000
Grade 4	Lieutenant's/Specialists - Certified		55,031	55,581	56,137	56,698	57,265	57,838	58,416	59,000	59,590
Grade 5	Captains/Ass't Superintendents - Non-Certified		60,243	60,846	61,454	62,069	62,689	63,316	63,949	64,589	65,235
Grade 6	Captains/Ass't Superintendents - Certified		60,847	61,455	62,070	62,690	63,317	63,950	64,590	65,236	65,888
Grade 7	Superintendent/Captain of Training - Non-Certified		66,528	67,194	67,866	68,544	69,230	69,922	70,621	71,327	72,041
Grade 8	Superintendent/Captain of Training - Certified		67,194	67,866	68,544	69,230	69,922	70,621	71,328	72,041	72,761

3% Grid COLA - Effective 7/1/2007

FY08

		Probation	1 (COLA)	2	3	4	5 (2 Not 10)	6 (10 Not 15)	7 (15 Not 20)	8 (20 Not 25)	9 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	38,062	41,464				46,308	46,771	47,239	47,711	48,188
	Firefighters/Dispatchers - Certified 1st yr	45,675									
Grade 2	Firefighters/Dispatchers - Certified		48,437				50,404	50,908	51,417	51,932	52,451
Grade 3	Dispatcher Clerk/Trainer		56,120				58,399	58,982	59,572	60,168	60,770
Grade 3	Lieutenant's/Specialists - Non-Certified		56,120				58,399	58,982	59,572	60,168	60,770
Grade 4	Lieutenant's/Specialists - Certified		56,682				58,983	59,573	60,169	60,770	61,378
Grade 5	Captains/Ass't Superintendents - Non-Certified		62,050				64,570	65,216	65,868	66,527	67,192
Grade 6	Captains/Ass't Superintendents - Certified		62,672				65,217	65,869	66,527	67,193	67,865
Grade 7	Superintendent/Captain of Training - Non-Certified		68,524				71,307	72,020	72,740	73,467	74,202
Grade 8	Superintendent/Captain of Training - Certified		69,210				72,020	72,740	73,467	74,202	74,944

3% Grid COLA - Effective 7/1/2008

FY09

		Probation	1 (COLA)	2	3	4	5	6 (2 Not 10)	7 (10 Not 15)	8 (15 Not 20)	9 (20 Not 25)	10 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	39,204	42,708					48,174	48,656	49,143	49,634	50,130
	Firefighters/Dispatchers - Certified 1st yr	47,045										
Grade 2	Firefighters/Dispatchers - Certified		49,891					52,436	52,960	53,489	54,024	54,565
Grade 3	Dispatcher Clerk/Trainer		57,803					60,752	61,359	61,973	62,593	63,219
Grade 3	Lieutenant's/Specialists - Non-Certified		57,803					60,752	61,359	61,973	62,593	63,219
Grade 4	Lieutenant's/Specialists - Certified		58,382					61,360	61,974	62,594	63,219	63,852
Grade 5	Captains/Ass't Superintendents - Non-Certified		63,912					67,172	67,844	68,522	69,208	69,900
Grade 6	Captains/Ass't Superintendents - Certified		64,552					67,845	68,523	69,209	69,901	70,600
Grade 7	Superintendent/Captain of Training - Non-Certified		70,580					74,180	74,922	75,671	76,428	77,192
Grade 8	Superintendent/Captain of Training - Certified		71,286					74,922	75,671	76,428	77,192	77,964

Effective 1/1/09
FY09

		Probation	1 (COLA)	2	3	4	5	6	7 (2 Not 10)	8 (10 Not 15)	9 (15 Not 20)	10 (20 Not 25)	11 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	39,204	42,708						48,656	49,143	49,634	50,130	50,632
	Firefighters/Dispatchers - Certified 1st yr	47,045											
Grade 2	Firefighters/Dispatchers - Certified		49,891						52,960	53,489	54,024	54,565	55,110
Grade 3	Dispatcher Clerk/Trainer		57,803						61,359	61,973	62,593	63,219	63,851
Grade 3	Lieutenant's/Specialists - Non-Certified		57,803						61,359	61,973	62,593	63,219	63,851
Grade 4	Lieutenant's/Specialists - Certified		58,382						61,974	62,594	63,219	63,852	64,490
Grade 5	Captains/Ass't Superintendents - Non-Certified		63,912						67,844	68,522	69,208	69,900	70,599
Grade 6	Captains/Ass't Superintendents - Certified		64,552						68,523	69,209	69,901	70,600	71,306
Grade 7	Superintendent/Captain of Training - Non-Certified		70,580						74,922	75,671	76,428	77,192	77,964
Grade 8	Superintendent/Captain of Training - Certified		71,286						75,671	76,428	77,192	77,964	78,744

2.5% Grid COLA - Effective 7/1/09
FY10

		Probation	1 (COLA)	2	3	4	5	6	7	8 (2 Not 10)	9 (10 Not 15)	10 (15 Not 20)	11 (20 Not 25)	12 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	40,184	43,775							50,371	50,875	51,384	51,897	52,416
	Firefighters/Dispatchers - Certified 1st yr	48,221												
Grade 2	Firefighters/Dispatchers - Certified		51,138							54,827	55,375	55,929	56,488	57,053
Grade 3	Dispatcher Clerk/Trainer		59,249							63,522	64,158	64,799	65,447	66,102
Grade 3	Lieutenant's/Specialists - Non-Certified		59,249							63,522	64,158	64,799	65,447	66,102
Grade 4	Lieutenant's/Specialists - Certified		59,842							64,158	64,800	65,448	66,102	66,763
Grade 5	Captains/Ass't Superintendents - Non-Certified		65,510							70,235	70,938	71,647	72,364	73,087
Grade 6	Captains/Ass't Superintendents - Certified		66,166							70,939	71,648	72,365	73,088	73,819
Grade 7	Superintendent/Captain of Training - Non-Certified		72,344							77,563	78,339	79,122	79,913	80,712
Grade 8	Superintendent/Captain of Training - Certified		73,068							78,339	79,122	79,913	80,713	81,520

2.5% Grid COLA - Effective 7/1/10
FY11

		Probation	1 (COLA)	2	3	4	5	6	7	8	9 (2 Not 10)	10 (10 Not 15)	11 (15 Not 20)	12 (20 Not 25)	13 (25+)
Grade 1	New Firefighters/Dispatchers - Non-Certified	41,188	44,870								52,147	51,384	53,195	53,727	54,264
	Firefighters/Dispatchers - Certified 1st yr	49,427													
Grade 2	Firefighters/Dispatchers - Certified		52,416								56,759	57,327	57,900	58,479	59,064
Grade 3	Dispatcher Clerk/Trainer		60,730								65,762	66,419	67,083	67,754	68,432
Grade 3	Lieutenant's/Specialists - Non-Certified		60,730								65,762	66,419	67,083	67,754	68,432
Grade 4	Lieutenant's/Specialists - Certified		61,338								66,420	67,084	67,755	68,433	69,117
Grade 5	Captains/Ass't Superintendents - Non-Certified		67,148								72,711	73,438	74,173	74,914	75,664
Grade 6	Captains/Ass't Superintendents - Certified		67,820								73,439	74,174	74,915	75,665	76,421
Grade 7	Superintendent/Captain of Training - Non-Certified		74,153								80,297	81,100	81,911	82,730	83,557
Grade 8	Superintendent/Captain of Training - Certified		74,895								81,100	81,911	82,730	83,558	84,393

D. Certified Requirements for Grade:

Suppression

Fire Privates	ITRS + MODULE, level 3, or equivalent
Fire Lieutenants	Fire Officer I
Fire Captains	Fire Officer II

Fire Marshal's Office

Fire Marshal	Inspector II Fire Investigator
Inspector Investigator	Fire Inspector I Fire Investigator
Inspector/Investigator/Pub Ed Officer	Fire Inspector I Public Fire & Life or Safety Educator I

Training Division

~~Superintendent~~Captain	Fire Fighter, Safety&Survival or equivalent Fire Fighter Instructor I Training Program Management
Assistant Superintendent	Fire Instructor I

Fire Alarm Division

Superintendent Assistant Superintendent	IMSA Municipal Level II
Lineman	IMSA Municipal Level I
Dispatcher	IMSA Dispatcher I
Dispatcher/Clerk	IMSA Dispatcher II, Educational Methodology, Fire Instructor I or Equivalent

Mechanical Division ASE Truck Technician

E. Additional Stipend shall be paid to members who hold, maintain, and participate in the following Certifications:

E.1. Effective July 1, 2003 or upon signing.

Hazardous Materials: Awareness, Operations, and Decon levels of Certification will entitle any member to receive one half (1/2) times hourly rate weekly.

Hazardous Materials Team Members shall receive additionally one (1) time hourly rate weekly (Emergency Services Personnel ONLY).

Hazardous Materials Alternate Team Members shall receive additionally one half (1/2) times hourly rate weekly (Emergency Services Personnel ONLY).

E.2. Effective July 1, 2004 or when Emergency Dive Team is placed in service whichever comes first.

Emergency Dive Team: Dive Tenders/Boat Operators shall additionally receive one half (1/2) times hourly rate weekly.

Emergency Dive Team Members shall receive shall receive for this certification additionally one (1) times hourly rate weekly.

E.3. Effective July 1, 2005.

Medical: Any member of NFR hired after July 1, 2000 is required to maintain at minimum EMT-B, for this certification this members shall additionally receive one half (1/2) times hourly rate weekly. Any member of NFR hired before July 1, 2000 is required to maintain First Responders, Oxygen Therapy, Back Boarding and AED. For this certification members shall additionally receive one half (1/2) times hourly rate weekly.

NFR will make available all refresher courses and recertification on duty.

Article 14 - HOURS OF DUTY

A. The following employees shall work four (4) ten-hour days: Fire Alarm Superintendent, Fire Alarm Assistant Superintendent, Fire Alarm Lineman, Superintendent of Fleet, Assistant Superintendent of Fleet, Mechanic, Fire Marshall, Inspector/Investigator, Inspector/Public Education Officer, ~~Superintendent~~ Captain of Training, Assistant Superintendent of Training. The schedules shall be arranged as follows:

1. The four (4) ten-hour days shall be worked on a Monday to Friday with the following exceptions:

a. One person from each division may be required to work one Saturday or one evening shift per month on a rotation basis if 7 days notice is provided.

b. All employees covered by this subsection 14A-1 shall work from 7:30 A.M. to 5:30 P.M. or 8 A.M. to 6 P.M. as assigned by the Division Supervisor. Starting times for the individuals affected by this Subsection 14-1,b may be varied with the mutual agreement of the Union and the Chief of the Department.

2. The Saturday schedule for all Employees covered by this Section, and the evening schedule will not be worked if one member of a division is on sick leave for the week; on bereavement leave; at a Department-approved school for one week or more; injury duty; during a holiday week or armed forces/reserve duty for one week or more; or personal leave for one week or more.

B. Fire Privates, Fire Lieutenants and Fire Captains shall work an average forty-two (42) hours per week on an eight week cycle. The following provisions shall apply:

1. For any piece of apparatus which is designated by the Fire Commissioners as being in service for 24 hours per day:

a. Those personnel who are on duty as a result of the 24-hour service period of that piece of fire apparatus shall work a

schedule of two consecutive ten (10) hour days, followed by two consecutive fourteen (14) hour nights, followed by ninety-six (96) hours off. The cycle then repeats itself.

b. The ten-hour duty day shall commence at 0800 hours.

c. Personnel shall receive not less than fourteen (14) days notice of any transfer of eight (8) weeks or longer. This provision may be waived by agreement of the Union and Nashua Fire Rescue administration.

2. For any piece of apparatus which is designated by the Fire Commissioners as being in service for less than 24 hours per day, the schedule will be discussed with the Union and will be no more than 12 hours per shift. The positions involved will be manned in the following manner and sequence:

a. The schedule and a description of the positions as finally determined by the Fire Commission will be posted for 30 days in order that members of the bargaining unit may offer to fill the positions first on a full-time permanent basis and then on a permanent overtime basis. Those who are named to a permanent overtime assignment under this paragraph shall no longer be eligible for inclusion on the voluntary overtime list under Article 15.

b. If insufficient experienced and qualified employees volunteer under (a) to fill the positions, then the remaining positions may be filled by the department on an involuntary basis from persons inside the department on a reverse seniority basis provided they are experienced and qualified, or the department may hire outside personnel to fill the positions.

c. The choice of personnel under (a) above shall be done on the basis of seniority provided the senior person(s) are qualified and experienced. In the event an employee is chosen under (a) or (b) above to fill a position, that employee shall, after six months in the position, be given the opportunity to fill a permanent opening for which he/she is qualified on a piece of apparatus which is in service

for 24 hours per day on the basis of his or her seniority relative to those who have applied for the opening.

C. Fire Dispatchers shall work an average of forty-two (42) hours per week on an eight-week cycle of an equal amount of ten (10) hour day shifts and fourteen (14) hour night shifts. These shifts will be worked in the following pattern: one day shift, one night shift, twenty-four hours off, one day shift, one night shift, seventy-two hours off. The pattern then repeats itself.

Article 15 - OVERTIME

~~A. Effective July 1, 1997, when a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate for all work performed up to 58 hours in the eight (8) day established cycle, and thereafter at time and one half the employees regular hourly rate with a 2 hour minimum pay rule.~~

~~A.1. Effective July 1, 2003, when a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate for all work performed up to 56 hours in the eight (8) day established cycle, and thereafter at time and one half the employees regular hourly rate with a 2 hour minimum pay rule.~~

~~A.2. Effective July 1, 2004, when a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate for all work performed up to 54 hours in the eight (8) day established cycle, and thereafter at time and one half the employees regular hourly rate with a 2 hour minimum pay rule.~~

A.~~3.~~ Effective until June 30, 2008~~July 1, 2005~~, when a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate for all work performed up to 52 hours in the eight (8) day established cycle, and thereafter at time and one half the employees regular hourly rate with a 2 hour minimum pay rule.

A.1. Effective July 1, 2008, when a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate and shall not be entitled to the overtime rate until that member has worked his/her

regularly schedule work week hours in the seven (7) day established cycle plus an additional five (5) hours at the regular straight time rate if section F applies and four (4) hours if section F is not applicable. (For example, a member assigned to work a thirty-eight (38) hour work week would not receive overtime for shift coverage until that member had worked forty-three (43) hours if section F is applicable and forty-two (42) hours if section F is not applicable during that seven (7) day established cycle.) For the purpose of determining whether a member is entitled to overtime during any seven (7) day established cycle, hours not worked due to sickness, vacation or paid leave, will not count towards the regularly scheduled work week hours.

B. Effective July 1, 1997 when a Fire Officer or Fire Private is held over beyond the end of the regular work shift (day/night) he/she shall be paid time and one half for all hours worked with a one hour minimum pay rule.

C. For Fire Officers and Fire Privates - in the event that an emergency need for overtime work occurs, other than shift coverage and training classes, as reasonably determined by the Chief, overtime in excess of regular scheduled hours of duty shall be paid at time and one-half the basic rate, with a two (2) hour minimum pay rule.

D. When a specialist is kept beyond his/her regular tour of duty, he/she shall be paid time and one-half the basic rate with a one (1) hour minimum pay rule. In the event a specialist is called back to work after the specialist's duty shift has been completed, the specialist shall be paid at time and one-half the basic rate for the hours actually worked, with a two-hour (2) minimum pay rule.

E. Fire Dispatchers shall be paid time and one-half (1 1/2) the basic rate for all hours worked in excess of forty-two (42) hours per week averaged over the eight week cycle.

F. An employee upon being notified to work overtime after working a full duty shift when no emergency is involved will be given one (1) hour leave with pay to attend to personal business. The one (1) hour leave will be given at such time as to permit the purchase of food during supermarket store hours, prior to the meal for which the food is to be used. The hour of leave will be given at a time set at the discretion of the Chief or designee.

G. The Union shall establish by platoon for Fire Officers and Fire Privates two (2) overtime lists of those employees who hold permanent positions defined under Article 12, paragraph D, who wish to be offered the opportunity to serve overtime on a voluntary basis. The first list for each category shall be for day shift overtime opportunities and the second list shall be night shift overtime opportunities. Overtime shall be first offered to those employees whose names are on the voluntary overtime list and who are qualified to serve the overtime in the opinion of the Chief or designee. The offers shall be made on a rotating basis on each of the appropriate lists, and employees who decline overtime when first offered shall obtain a suitable replacement subject to the approval of the Chief or designee. No employee shall be permitted to work more than 76 hours in any payroll week, except under conditions in B above. Employees who are absent shall lose their place in the rotation for the period that they are absent except when on vacation or Union business. The Union shall keep current and post the voluntary overtime list every twelve months providing that employees may be added or deleted as needed by reason of transfer, new hires, promotions or like conditions. Upon being furnished the voluntary overtime list prior to posting, the department will furnish the Union with all employee telephone numbers unless an employee has refused permission for the release of the number. In the event of refusal, the Union shall be so advised and shall then be responsible for the obtaining of the telephone number. All employees shall be given the opportunity to work overtime on a voluntary basis after they have satisfactorily completed 120 days of employment in accordance with this subsection F.

H. All employees agree to work overtime at the request of the Chief or designee. If an employee is unable to work the assigned overtime, the employee to whom the overtime is assigned will obtain a suitable replacement and will be allowed to use City telephones to make such arrangements. All replacements are subject to the approval of the Chief or designee.

I. Upon request, the City will make available the involuntary overtime assignment list. All involuntary overtime shall be rotated on an equitable basis. The rotation list for involuntary overtime shall be kept current, posted and reposted by the City after every transfer.

J. Positions required by Article 12, paragraph D, shall be designated as permanent positions. If one of these positions is vacant as a result of sickness, injury, vacation, or bereavement leave or leave provided for under article 7B, that absence will constitute a temporary opening due to absence. The Department will

cover temporary openings due to absence in accordance with the provisions of paragraphs J through L below. Additional employees above those required to fill permanent positions defined in article 12 paragraph D shall not be used to cover temporary openings due to absence, and the absence of such employees for any reason, will create a temporary opening under this Article.

K. When a temporary opening occurs in the Permanent Fire Officer ranks due to absence, a Permanent Fire Officer shall be used to cover the opening. In the event the Department uses an employee to cover any opening created by the use of the latter Permanent Fire Officer, that opening shall be offered to a Permanent Fire Officer on the voluntary overtime list under paragraph F above. When any additional opening occurs in the Permanent Fire Officer ranks, that opening may be offered to an Acting Fire Officer or a Permanent Fire Officer on the voluntary overtime list under paragraph F above. In the event no Fire Officer on the list under paragraph F above fills a temporary opening created by a Permanent Fire Officer absence, any Permanent or Acting Officer may be required to work overtime. Any Permanent or Acting Officer required to work overtime may, at the employee's option, allow a Permanent Fire Officer or Acting Fire Officer to work the overtime, provided that the Permanent Fire Officer or Acting Fire Officer is qualified in the opinion of the Chief or designee. All coverage of openings under this paragraph shall be paid in accordance with article 15A. The above should not be construed as to prohibit the Officer in Charge from assigning the replacement Fire Officers to work specific work areas.

L. When a temporary opening occurs in the Permanent Fire Private ranks due to absence, the following shall apply:

1. All temporary openings due to absence shall be offered to Permanent Fire Privates on the voluntary overtime list under paragraph E above to be paid in accordance with article 15A.

2. If an overtime opportunity to fill a temporary opening is not filled by a Permanent Fire Private whose name is on the overtime list under Paragraph E, any Fire Private may be required to cover the opening shall be paid in accordance with article 15A. Any Fire Private required to work overtime may, at the employee's option, allow another Fire Private to work the overtime provided that Fire Private is qualified in the opinion of the Chief or designee. The above should not be construed as to prohibit the

Officer in Charge from assigning the replacement Fire Privates to work specific work areas.

M. Notwithstanding the provisions of paragraphs A through K above, in the event the Commission takes one or more pieces of apparatus out of service by reason of operational requirements, and there are either temporary or permanent reductions in staffing because of that Commission action, those employees affected by the temporary or permanent reductions shall be assigned to fill permanent vacancies for which they are qualified, and the first opportunity to cover temporary vacancies for which they are qualified on a straight time basis before the temporary vacancy coverage is made on an overtime basis. The Department will give the Union notice in accordance with Article 12, paragraph D, prior to taking one or more pieces of apparatus out of service, except for normal maintenance and repairs.

N. In the event that an employee is injured or becomes ill while working overtime and is not able to return to work, the injured or ill employee shall receive all benefits provided in Article 22 (Paid Sick and Injury Leave). In the event that an employee is replacing another employee or is working regular overtime, and becomes ill from a non-work-related cause, he/she will be paid for the hours of overtime hired and the hours not worked shall be deducted from his/her sick leave.

O. Certain Overtime Callback Procedures.

1. Emergency Overtime – In the event that an emergency need (multiple alarm, etc.) for overtime work occurs, Fire Alarm will notify those members who live out of the immediate area last, the immediate area is defined in Article #37 Section B. Members after being notified of the emergency shall respond to the emergency within one hour of being notified or the member will be considered as not having reported for duty and, therefore, no compensation will be due. However, if such a member is assigned duties by the Chief or designee upon his/her late arrival, the member will be compensated commencing at the time such duties are assigned.

2. Voluntary Overtime

a. Those members on the overtime list who live out of the Nashua area would be called.

b. Each member, after being notified that s/he has overtime and at which station, shall fill the vacancy within one hour of being notified.

c. If the person contacted is unable to fill the vacancy within the hour s/he shall make arrangements so that the vacancy shall be filled within the hour.

3. Detail Overtime List

The Fire Department shall establish a rotating list in order to provide for the equal distribution of assignments within this detail classification. Qualified members who agree to work the detail will be paid one and one half times their regular rate of pay with a (2) two-hour minimum pay rule.

Assignments will be made consistent with the Nashua Fire Rescue policy developed for Overtime Detail assignments and will be subject to review by the Union upon request

Article 16 – SENIORITY

A. Seniority shall be determined to be the period of uninterrupted employment with the Nashua Fire Department and Nashua Fire Rescue since the last date of employment. The City shall establish a seniority list, and it shall be brought up to date each year during the month of November and posted on all fire station bulletin boards for a period of not less than thirty (30) days, and a copy mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported within thirty (30) days of the end of the posting period by the individual employee. Seniority will commence from the first day of employment on a full-time basis as a probationary employee. Corrections to the seniority list brought to the City's attention after the thirty (30) day period will be corrected, but would not negate any benefits already awarded based on seniority.

B. In the event of more than one employee being hired simultaneously, after July 1, 1989, the order of seniority will be determined by the dates that the Department received the application from the employee. If date of hire and the

date the application is received are the same, employee seniority will be determined alphabetically by last name.

C. All newly hired employees shall serve a probationary period of nine (9) months or complete Career Fire Fighter certification, whichever comes later, and shall have no rights based on seniority during this period. They shall, however, insofar as applicable, be subject to all other clauses in this Agreement with the exception of the use of the grievance procedure for termination or discipline reasons. All employees who have completed said nine (9) months of service or Career Fire Fighter certification, whichever comes later, shall be known as permanent employees and the probationary period shall be credited as part of the employee's seniority. The City agrees to provide training for certification as Career Fire Fighter at its expense in accordance with State law. In the event the employee is absent by reason of illness or injury, the Department may, at its discretion, extend the probationary period by the amount of time absent over seven (7) duty shifts during that nine (9) month probationary period, up to three (3) additional months.

D. In addition to the bargaining unit seniority list, Nashua Fire Rescue shall establish a time in rank seniority list for each division. Time in rank in any division shall commence on the first day at work in that division and end when the employee leaves the division for any reason.

Article 17 - PERSONNEL REDUCTIONS AND RECALL

A. In the case of a reduction of personnel within the bargaining unit, the employee with the least seniority shall be laid off first. In the event an employee must be involuntary demoted as a result of a reduction of personnel, such demotion shall be accomplished in accordance with the time in ranks seniority list for the division and the employee with the least seniority shall be demoted first.

B. The names of employees laid off from the bargaining unit will be maintained on a recall list for two years from the date of layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classifications. If a laid off employee is notified by telephone or by a letter sent to his/her last known address on the records of the Fire Department to return to work, he/she must notify the Department within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of

such notification or he/she 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/her contributions from the State Retirement System.

C. If a driver's job is totally eliminated or is not covered on a 24-hour basis, any driver affected shall be given the opportunity to fill another full-time driver's job of his or her choice on the basis of seniority, unless he or she is shown not to be qualified. In the event of reassignment, the driver shall be obligated to complete only the remaining portion of his/her driver probationary period not completed at the time of reassignment.

D. Any employee demoted as the result of a reduction of personnel which is involuntary and non-disciplinary will be maintained on a list. Employees who are on the demotion list shall be reassigned to fill any vacancies that may occur in the division from which they were demoted in according with the demotion list and time in ranks seniority list for the division.

Article 18 - APPOINTMENTS, PROMOTIONS AND DEMOTIONS

A. The State of New Hampshire Fire Service Training Division or an equivalent organization agreed upon in writing by the City and the Union shall conduct and supervise written examinations for available promotions within the Nashua Fire Department which are specified below and which specify a requirement for such examination.

B. The Testing Agency shall submit to the Board of Fire Commissioners the names of the candidates who pass the written examinations for each available promotional opportunity.

C. All promotions to classifications in the bargaining unit and to the Deputy Chief and Deputy Chief-Training classification out of the unit shall be made from the ranks in accordance with the procedures set forth under this Paragraph C, and in Paragraphs D through M below, unless those from the ranks are shown not to be qualified. Qualifications for the rank of Lieutenant, Acting Lieutenant, Fire Alarm Lineman, Inspector/Public Education Officer, Assistant Superintendent, Inspector/Investigator, Fire Marshall, Superintendent, Captain, Deputy Chief and Deputy Chief Training shall be determined by a written

examination conducted by the Testing Agency. A passing mark of seventy percent (70%) must be attained. Years of service on the Nashua Fire Department will add a one-half (1/2) point per year of service credit to be added to the passing written mark of seventy percent (70%). A passing mark of seventy percent (70%) must be attained before such seniority points are added. Seniority points shall be calculated based on the effective date of the test results, and shall be recalculated based on the date each vacancy occurs. Seniority points shall be added only once.

D. The five candidates who pass the examinations and attain the highest combined scores of the examinations and seniority points shall be the eligible candidates considered in accordance with promotional policy by the Fire Commissioners for the first vacancy. For each additional vacancy, the candidate who attains the next highest combined scores shall be added to the list of candidates. If the foregoing process results in there being less than five candidates available for consideration, the Fire Commission shall consider the candidates who do pass the examinations in accordance with previous arbitration decisions. In the event the Fire Commissioners wish to consider candidates' conformance to performance standards, written copies of such performance standards shall be furnished to each member of the bargaining unit at least six months prior to the date of such consideration.

E. The written examinations for Lieutenant and Acting Lieutenant will be given in March or April. The above list of those who pass the test will stand for twenty-four (24) months from May 1 next following the administration of the examination. Promotions shall be made from time to time from the persons on the current list who are eligible for promotion at the time vacancies occur. The posting for the examinations will contain the information in items (1), (2) and (3) of paragraph H.

F. Written examinations for Captain and Deputy Chief will be given in March or April. The list of those who pass the test will stand for twenty-four (24) months from May 1 next following the administration of the examinations. Promotions shall be made from time to time from the persons on the current list who are eligible for promotions at the time vacancies occur.

G. Promotional opportunities occurring because of vacancies and new positions which the Fire Commissioners wish to fill on a permanent basis, and for which qualified candidates are not available on a current list under E and F above shall, except in an emergency be posted within ten (10) days after the vacancy

occurs. The test date for each such vacancy shall be posted for a period of twenty (20) days, and each person eligible to take the test who is on vacation or other extended leave shall be sent a notification of the posting by mail. For positions in the Suppression Division, ~~T~~the tests shall not be scheduled earlier than ~~sixty (60) days~~ six (6) months after the initial date of posting to allow for study time. For positions in the Specialist Division, tests shall not be scheduled earlier than forty-five (45) days after the initial date of posting to allow for study time.

G.1. An initial posting for testing will be developed; this initial posting shall not meet all requirements included in Section H. The purpose of this posting is to establish numbers of members intending to test, for reasons of purchasing tests and discussions of test waivers. The period of this initial posting shall be ten (10) days.

H. All test postings shall include the following information:

1. The subject areas to be covered by the written examinations.

2. The study materials on which the examinations will be based.

3. The approximate proportionate weight to be given each subject area.

I. Promotions shall be made within forty-five (45) days of the receipt or availability of the names of the qualified candidates.

J. For the rank of Lieutenant and Acting Lieutenant, an applicant must have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department to be eligible to take the examinations. Eligibility for the tests to be given under Paragraph E above shall be determined as of March 1. Eligibility for the tests to be given under Paragraph G above shall be determined as of the date the vacancy occurs. However, a Fire Private whose anniversary date for five years of service falls within the period during which a promotional list is current will be allowed to take the examinations, provided that such Fire Private's eligibility for promotion will not become effective until the Fire Private's anniversary date. Lieutenants and Acting Lieutenants shall be named only from those who have passed the examinations under A though D above. Sole consideration and absolute preference shall be given to those who have completed

five (5) consecutive years with the Department unless they are shown not to be qualified.

K. A Fire Lieutenant's examination for those personnel wishing to be considered for the position of Acting Lieutenant may be given whenever an opening exists for an acting Lieutenant which cannot be filled by a member of the Department whose name is on a current promotional list under E above. This examination shall be open to all personnel who have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department. Eligibility to take the test shall be determined as of the date the vacancy for Acting Lieutenant occurs. However, a Fire Private whose anniversary date for five years of service falls within the period during which a promotional list is current will be allowed to take the examinations provided that such Fire Private's eligibility will not become effective until the Fire Private's anniversary date. Acting Lieutenants shall be named only from those who have passed the examinations under A through D above. Sole consideration and absolute preference shall be given to those who have completed five (5) consecutive years of service with the Department unless they are shown not to be qualified.

L. For the rank of Captain, an applicant must have completed two (2) consecutive years of service as a Lieutenant with the Nashua Fire Department to be eligible to take the examinations. Eligibility will be determined as of March 1 for the tests under Paragraph F above and as of the date the vacancy occurs for the tests under Paragraph G above. However, a Lieutenant whose anniversary date for two (2) years of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Lieutenant's eligibility for promotion becomes effective until the Lieutenant's anniversary date of two (2) years as Lieutenant.

M. For the rank of Deputy Chief, an applicant must have completed one (1) year of service as a Captain with the Nashua Fire Department to be eligible to take the examinations. Eligibility will be determined as of March 1 for the tests under Paragraph F above, and as of the date the vacancy occurs for the tests under Paragraph G above. However, a Captain whose anniversary date for one (1) year of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Captain's eligibility for promotion will not become effective until the Captain's anniversary date.

N. The Training Division will be known as the Training/Safety Division.

N.1. ~~Current Superintendent will remain with current job title (Training Superintendent Safety Officer).~~The Superintendent of Training/Safety shall be known as the Captain of Training/Safety. The Captain of Training/Safety will have the same duties and responsibilities as that of the former Superintendent. The Captain of Training/Safety shall be placed on the payroll grade and step grid at the grade and step provided for Superintendents.

N.2. This will be part of Emergency Services Group (Suppression)

N.3. Four (4) Lieutenant positions shall be created and then filled per Article #18, these positions are responsible for training, administration, documentation and coordination, as well as Emergency Scene Safety Officer.

N.4. Training Superintendent, 4-10 hour days per week, Training /Safety Lieutenant, 10/14 schedule.

N.5. Training/Safety Lieutenants instruct basic Fire Fighter evolutions. Example: hose, ladders, SCBA, pumps, EMS etc.

N.6. Training/Safety Lieutenants are available for Station Assignments as per Article #36 Section C.

N.7. Training/Safety Lieutenant positions are covered positions seven days per week 24 hours per day, and will be part of officers' overtime list.

N.8. All Lieutenants promoted before July 1, 2003 are not transferable to the Training/Safety Division under Article #4, they are however allowed to request assignment in the Training Safety Position.

~~N.9. When a vacancy occurs in the Superintendent of Training/Safety position, the position will be reviewed. The union and management will determine rank prior to filling the position.~~

N.~~10~~9. As soon as practical all suppression officers will be given the State of New Hampshire Fire Standards and Training, Incident Scene Safety Officer on duty.

O. For the rank of Fire Alarm Lineman, Inspector/ Public Education Officer, Inspector/Investigator and Assistant Superintendent, an applicant must have completed one (1) year of service with the Nashua Fire Rescue Department to be eligible to take the examinations. Eligibility will be determined as of the date the vacancy occurs.

P. For the rank of Superintendent or Fire Marshall an applicant must have completed one (1) year of service as an Assistant Superintendent, Inspector/Investigator, Inspector/ Public Education Officer or third ranking specialist with the Nashua Fire Department to be eligible to take the examinations, unless there is no Assistant Superintendent, Inspector/ Investigator, Inspector/ Public Education Officer or third ranking specialist employed at the time there is a Superintendent's or Fire Marshall's vacancy, or unless deaths, retirements and/or resignations have resulted in there being no candidates with the required length of service as Assistant Superintendent or Inspector/Investigator, Inspector/ Public Education Officer, or third ranking specialist to be available for consideration. Eligibility will be determined as of the date the vacancy occurs. If there are no applicants with one year of service as Assistant Superintendent, Inspector/Investigator, Inspector/ Public Education Officer or third ranking specialist, then the examinations shall be open to all members of the Department, and those passing the examinations shall be considered in accordance with Paragraph D above. If one Assistant Superintendent or Inspector/Investigator passes the examinations, he/she will be given the appointment. If no Assistant Superintendent or Inspector/Investigator passes the examinations, and one Third Ranking Specialist or Inspector/ Public Education Officer passes the examinations, he/she will be given the appointment. If no Assistant Superintendent, Inspector/Investigator, Inspector/Public Education Officer or third ranking specialist passes the examinations, then the examinations shall be open to all members of the Department and those passing the examinations will be considered in accordance with Paragraph D above.

Q. The Department will give good faith consideration pursuant to previous arbitration decisions to the candidates presented pursuant to Paragraph D above. If all of the candidates presented are shown not to be qualified for promotion, then the examinations may be given by the Fire Commissioners to persons inside or outside the Department. Absolute preference under this paragraph shall be given to those in the ranks in accordance with the procedures in Paragraphs A, B, C, D and H unless those from the ranks are shown not to be qualified.

R. When a new position is created or when a vacancy occurs in the Driver classification, other than for driver of a Deputy's car, the Fire Private with the greatest seniority who signs the posting shall be given the first opportunity to fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If that person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the position for a period of six (6) months, then that person shall be considered qualified and assigned to the job. Otherwise the employee shall be returned to the employee's prior position. All such vacancies shall be posted for ten (10) days before being filled. No driver who has held a driver's job for less than nine (9) months shall be eligible to fill a vacancy in a different driver's job. If a driver wishes to transfer to a back-end (nozzle person) position, he/she will state his/her desire in writing and process the request to the Chief. The Department will, prior to allowing the transfer, post the position in accordance with the provisions of this paragraph R. If no person signs the posting, then the driver who requested a transfer will remain in his/her position. If one or more persons sign the posting, the provisions for filling the position in this paragraph R will be followed. If all persons signing the posting are shown not to be qualified in accordance with this paragraph R, then the driver who requested a transfer will remain in his/her position. If a person who signs the posting is chosen to fill the position in accordance with this paragraph R, then the requested transfer will be allowed.

S. In the event the Department determines that Fire Officers shall be assigned to drive the Deputies' cars, the assignments shall be offered first to Fire Officers on a voluntary basis, subject to the approval of the Chief and Deputy. In the absence of volunteers, the assignments shall be made among the permanent fire officers of the Department by the Chief and Deputy Chiefs.

T. In the event the Department determines that Fire Privates shall be assigned to drive the Deputies' cars, the assignments shall be made in accordance with Paragraph R above, provided that without regard to the provisions of Paragraph R all such assignments shall be subject to the approval of the Chief and Deputy Chiefs.

U. Any Specialist or Dispatcher may be returned to any position which he or she has formerly held as a Fire Private or Dispatcher, providing there is an

opening for that former position and he/she meets the qualifications for that former position as determined by the Fire Commissioners.

V. Any person demoted shall be notified in writing within twenty-four hours as to the reasons for the demotion. Such notice shall first be given to the employee involved and to the Union.

W. A position description questionnaire will be completed for the position of Dispatcher/ Clerk/Trainer. When a vacancy arises in this classification, the posting for the position will include the position description questionnaire and the testing for the vacancy will be based on the requirements of the position as described therein. Individuals promoted to this position must meet all the position requirements within six (6) months to fill the position. Qualified individuals will receive the pay rate for this position as described under Article 13 Sections C1, C2, C3, and C4.

X. The Promotion Criteria Committee shall develop criteria to be used in the promotion of bargaining unit members to bargaining unit positions. The committee may also develop conditions or criteria under which the top scoring applicant will be promoted. The committee shall be composed of three (3) individuals appointed by the Commission and three (3) bargaining unit members appointed by the Union. The recommendations of the Committee, after approval by both the Commission and the Union, shall be implemented during the contract year beginning July 1. 1999. If the recommendations of the Promotional Criteria Committee are rejected by either the Commission or the Union the Committee will be dissolved and promotions will be made by current contract language.

Y. The Fire Prevention Bureau shall be known as the Fire Marshall's Office. The Superintendent of Fire Prevention shall be known as the Fire Marshall. The Assistant Superintendents shall be known as Inspector/Investigators. The Public Education Officer shall be known as Inspector/Public Education Officer. The purpose of this paragraph is to reflect the title changes only and all other conditions relating to these positions remain unchanged.

Z. Non-fire suppression divisional employees, who have passed the current fire fighter exam written and physical, shall be given preference by seniority for interdivisional transfers to fire suppression in the event that a vacancy occurs. All bargaining unit employees shall be given preference in the filling of any interdivisional vacancy that may occur any other division when the position

does not require an examination. Members in all cases pertaining to this section shall have otherwise met the then current qualifications for said position as established by the City of Nashua's Board of Fire Commissioners, Fire Standard and Training Commissioners, and the New Hampshire Retirement System.

Article 19 - GRIEVANCE PROCEDURE

A. It shall be the purpose of this grievance procedure to settle grievances between the City and the Union as expeditiously and fairly as possible. Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed and performed, shall be a grievance under this Agreement and the parties shall observe the following procedure for the adjustment and settlement of such grievance.

Step I:
Within thirty (30) days of when the grievant knew or should have known of the act or condition on which the grievance is based, the grievance shall be reduced to writing, signed by the employee and the Union, and presented to the Deputy Chief or Division Supervisor. If the grievance is not settled within seven (7) workdays of its receipt by the Deputy Chief or division supervisor, then

Step II:
The Union may take the matter up with the Chief by submitting to him a written copy of the grievance together with such other evidence as it wishes him to consider. The Chief shall have fourteen (14) calendar days within which to render a written decision to the Union. If the Union does not receive a reply from the Chief within fourteen (14) calendar days or if it is not satisfied with the decision of the Chief, the Union may file a written request with the Chief, receipt required, to have the grievance considered by the Fire Commission. Once the request is filed, authorized Union personnel and members of the Commission may communicate with each other about the grievance both outside of and at the regularly scheduled Commission meeting. All requests received no later than 5:00 PM on the Wednesday next preceding a regularly scheduled meeting of the Commission, together with a copy of the grievance, a copy of any written evidence submitted by the Union, and a copy of the Chief's decision, will be included on the agenda of the Commission for that meeting. All requests received subsequent to 5:00 PM of the Wednesday next preceding a regularly scheduled meeting of the Commission will be included, with the above additional information, on the agenda for the next

regularly scheduled meeting. Once the request is placed on the agenda for a regularly scheduled meeting of the Commission, then

Step III:
The Fire Commission shall, at their next regularly scheduled meeting, consider the grievance and within ten (10) working days of the said meeting, notify the Union in writing of their disposition of the grievance. In the event the employee and the Union are not in accord with the disposition by the Commission, then

Step IV:
Within thirty (30) days of the documented receipt of the Commissioners ruling by the Union, either the Union or the City will have the option of submitting any remaining disagreement over the interpretation or application of a specific provision of this Agreement, settled by arbitration. The parties agree to submit such grievances to the Public Employee Labor Relations Board and to abide by the rules and procedures set forth by said Board, or may submit them to a different arbitrator agreed by the parties. Determinations and decisions set forth by said arbitrator shall be final and binding upon the parties. Each party to the arbitration shall assume its own expenses and an equal share of the expenses of the arbitrator. The Demand for Arbitration must be postmarked within thirty (30) days of the documented receipt of the Commissioners ruling by the Union.

B. The times for taking action stated above may be extended by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Request of either party for extensions of time shall not be unreasonably denied.

C. No decision under this grievance procedure by a bargaining unit member acting as a hearing officer because of his or her position as Division Supervisor shall be binding on the City.

Article 20 - PAID HOLIDAYS

A. Employees on or off duty who qualify shall be paid one-forth (1/4) of the qualified employee's weekly pay. The paid holidays are as follows:

New Year's Day

Martin Luther King Day

Presidents Day	The fourth Monday in April
Memorial Day	Independence Day
Labor Day	Columbus Day
National Presidential Election Day	Veteran's Day
Thanksgiving Day	Christmas Day

Employees shall not receive an additional day off on account of a holiday whether or not they are scheduled to work on the paid holiday.

B. Employees will be eligible for and will receive pay at their straight time rate for holidays after the first thirty (30) calendar days of employment.

C. In order to qualify for holiday pay, employees who are off duty on the day of the holiday must work the last scheduled duty day prior to the holiday and the first scheduled duty day subsequent to the holiday or have been absent on authorized sick leave on either or both of these days. Employees on disciplinary leave are not eligible for holiday pay for holidays occurring during those leaves.

D. If one of the above paid holidays falls during an eligible employee's vacation period, he/she will receive holiday pay.

E. Employees on duty on New Year's Day, Thanksgiving and Christmas holidays shall be relieved of duty for a two (2) hour paid meal period if they are on duty for both the mid-day and evening meal times. The two-hour meal period shall be scheduled by the Officer in charge with due regard to seniority.

F. In the case of specialists working four ten hour days, on a week in which a paid holiday falls, schedule will be arranged by mutual agreement:

a. All specialists shall take the holiday on the day it falls.

Article 21 - PAID VACATIONS

A. Employees covered by this agreement who have been employed by the City for at least one (1) year on an uninterrupted basis except by reason of layoff or approved leave of absence, shall receive vacation with pay as follows:

After one (1) year of service ---------- Two weeks

After four (4) years of service ---------- Three weeks
After nine (9) years of service ---------- Four weeks
After fifteen (15) years of service ---------- Five weeks

Effective 1/1/2000:

After eighteen (18) years of service----------One duty shift added per year up to a total of four additional duty shifts.

B. Vacation periods will be set up on a work cycle or daily basis. Employees shall have the option of:

1. Splitting their first two weeks of vacation, choosing the first week with their first selection opportunity and their second week with their second selection opportunity, as per Paragraph C, below. The total number of hours absent under this option shall not exceed 96 hours.

2. Selecting their first two weeks together additional weeks shall be chosen one at a time, as per Paragraph C, below.

3. Selecting vacation on a daily basis.

C. Platoon seniority shall be the ruling factor in the choice of vacation dates, and the following shall apply as of April 1, annually:

1. No more than 11 (eleven) Fire Privates from each platoon may be on vacation at any one time.

2. No more than ~~3 (three)~~4 (four) Fire Officers from each platoon may be on vacation at any one time.

3. These limitations include employees taking day-at-a-time vacation. However day-at-a-time vacation is to be allowed on a "first come first serve" basis.

D. Chosen vacation dates will not be changed unless agreed to by the employee involved. Employees transferred to different shift or division shall declare their vacation schedule with valid dates to the new schedule.

E. Vacation payment will not be made to any employee whose resignation or discharge from the Department is effective prior to his/her scheduled vacation accrual date (the day after his anniversary date after one year of service).

F. In the event of an employee's death while in service, his/her accumulated vacation pay pro-rated to the date of death shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the vacation pay will be paid to the surviving children through the legal administration of the estate of the deceased.

G. An employee may be permitted to borrow leave against upcoming accrual within the same calendar year for purposes of being able to take scheduled weekly vacations only. The maximum amount that may be borrowed is not to exceed the maximum annual accrual as set forth above. The employee's leave balance shall be charged at time of accrual, or at any other time that a positive balance is present, until the borrowed leave is repaid. In the event of the employee's resignation, discharge, retirement or death, any funds owed to the employees or to be paid on his account, shall be decreased by the value of borrowed vacation leave that is yet to be repaid.

H. Employees who earn leave may utilize such leave on a "day at a time" basis, subject to the following requirements:

1. By April 1, the employee shall declare his/her intention to use his/her vacation on a “day at a time” basis. For fire line employees and dispatchers two (2) day shifts and two (2) night shifts will equal one week's vacation for this day at a time purpose. Not with-standing the foregoing, all employees earning at least three weeks of vacation shall take at least one week of his/her vacation as a solid week at one time during the year to be selected before April 1, in accordance with the usual departmental procedures.

2. The employee shall request the use of a "day at a time" leave from the Deputy Chief or Division Supervisor at least one hour before the start of his/her scheduled work shift. The Deputy Chief or Division Supervisor shall grant such day-at-a-time leave requests up to the maximum

number of employees permitted to be on vacation as set forth in subsection C, above. This cap may be exceeded with the approval of the Chief or Assistant Chief in their sole discretion, and without obligation to consent. The City may require the use of slips or other devices in order to facilitate administration of "day at a time" leave and employees shall cooperate in the use thereof.

3. "Day at a time" leave shall not be taken on any paid holiday or New Years Eve or Christmas Eve.

4. "Day at a time" leave requests will be considered on a first come, first serve basis, providing that any employee who requests a "day at a time" leave at least fourteen (14) days in advance of the time to be taken, may not have that leave day superseded by any other grant of leave within that fourteen (14) day period. Prior to such fourteen (14) day period, a "day at a time" leave request may be superseded by a request for a vacation by the week. Any provision in this Agreement pertinent to seniority, time and service preferences or rank shall not pertain to otherwise eligible "day at a time" leave requests.

I. No vacation may be taken or scheduled, either "day at a time" or regular, on December 24 or 25.

J. Vacation leave earned by the employee will not be carried forward into the next calendar year. Up to one (1) week of vacation time not used will be paid to the employee in January of the following year providing he or she has not resigned or been discharged. Vacation leave for "forty-two" hour employees (Fire Line and Dispatchers) shall be paid back on the basis of ten (10) hours paid for a day shift and eleven (11) hours for a night shift not used.

Employees who are going to retire will be allowed to carry their accumulated vacation leave into the calendar year in which they will retire but not beyond the employee's anniversary date.

K. In the Specialists division, the following shall apply:

1. At no time in any division shall the division supervisor and the senior assistant to the division supervisor take the same vacation period without the permission of the Chief of the Department.

2. In the, Mechanical, Training Divisions, and Fire Alarm only one employee shall be eligible for each vacation period.

3. In the Fire Marshall's Office, only two employees shall be eligible for each vacation period.

4. In the Dispatchers Division only two (2) dispatchers in any vacation period.

L. Upon the retirement or death of an employee he/she shall be paid all accumulated vacation leave including a pro-rata accrual on a monthly basis for time worked past his/her anniversary date. The employee must work at least two weeks for the month in question to be included in the pro-rata calculation.

Article 22 - PAID SICK AND INJURY LEAVE

A. For those employees hired prior to July 1, 1973, and classified as Fire Privates, Dispatchers, Fire Lieutenants and Fire Captains, sick leave accrues at the rate of 2/5 of the base work week (as defined in Article 14), per month up to a maximum accrual of twenty-seven and eight-tenths (27.8) weeks allowed. Sick leave does not accrue during a disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during the scheduled duty hours. *(16.8 hours) monthly*

B. For those employees hired prior to July 1, 1973, and classified as Third Ranking Specialist, Assistant Superintendents, Superintendents, Fire Marshall, Inspector / Investigator and Inspector / Public Education Officer sick leave accrues at the rate of 3/8 of the base work week (as defined in Article 14), per month up to a maximum accrual of 1080 hours allowed. Sick leave does not accrue during a disciplinary suspension. Provided, however, that the employees who accrued more than one thousand eighty (1080) hours prior to July 1, 1973, shall be allowed to retain such accrual. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours.

C. For those employees hired after July 1, 1973, sick leave accrues at the rate of 1/5 of the base workweek (as defined in Article 14), per month up to a

maximum accrual of seven hundred twenty (720) hours allowed. Sick leave does not accrue during disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours. *(8.4 hours) monthly*

C.1. Effective July 1, 2005, sick leave will be accrued at the rate of ten (10) hours per month up to a maximum accrual of seven hundred twenty (720) hours allowed. Sick leave does not accrue during disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours.

D. In the event of a prolonged absence because of illness in excess of thirty (30) calendar days, sick leave accumulation will be allowed only for the first thirty (30) days of such an absence. There will be no accumulation of sick leave during absences covered by the Sick Bank.

E. Sick leave will be used only for the personal injury or illness of the employees, not contracted in the line of duty, provided such sickness or injury is not incurred as the result of day-off work in which case no sick leave will be paid. In the case of sickness or injury incurred as the result of working for another employer, the employee shall receive no sick leave with pay.

E.1. An employee may use a maximum of 80.64 hours per year for the care of the illness of a family member who resides in the immediate household. The usage of sick leave in this instance may not necessarily be covered by the Family Medical Leave Act (FMLA)

At the discretion of the Chief or designee, an employee who meets the criteria set forth in the Family Medical Leave Act of 1993 may use all of his/her accrued sick leave while on FMLA.

F. Any employee not able to report to work because of illness must notify the Deputy Chief on duty at least one (1) hour before scheduled to report for work. Any member of the Department classified as a Fire Private, Fire Lieutenant or Fire Captain, who is unable to perform his/her duties because of illness for more than two (2) duty shifts, and members of the Department classified as Dispatchers, Assistant Superintendents, Superintendents, Fire Marshall, Inspector/ Investigator, Inspector/Public Education Officer and third ranking specialists who are unable to perform their duties because of illness for more than two (2) duty

shifts shall furnish to the Chief of the Department a certificate from a physician stating the nature, cause and extent of the illness and a clearance to return to work. No less than twelve (12) hours prior to the return to duty of the members of any grade from leaves of absence because of illness shall report such return to the Deputy Chief on duty, by telephone or otherwise, who shall report to the Chief of the Department.

G. If an employee incurs injury on the job, he/she will be sent at once to a hospital if in the judgment of his/her immediate supervisor such action is required to determine the extent of the injury. The injured employee who is sent to a hospital, as provided above, will obtain a certificate from the doctor indicating the extent of the injury and the date by which the employee can be expected to be able to return to work. This certificate is to be provided to the Deputy Chief or Superintendent, depending on work group.

H. Any member of the Nashua Fire Rescue who is temporarily unable to perform his/her duties as the result of personal injury or illness contracted in the discharge of his/her duties shall so inform the Nashua Fire Rescue on the day of the injury on the required forms or as soon as the employee is aware of the injury or illness, and shall also comply with the State's Worker's Compensation Law. Upon qualification for worker's compensation benefits, the injured or ill employee shall be entitled to full pay during such disability under this paragraph H up to a maximum of twenty-six (26) weeks, commencing with the date of injury or illness for which worker's compensation benefits are paid. For this purpose, full pay shall be computed as follows: the weekly compensation allowance as determined by the worker's compensation law plus a weekly allowance paid by the City by means of the Department payroll -- the City's share to be an amount representing the difference between a member's regular full weekly salary and the amount paid under worker's compensation. With medical certification of continuing total disability which is not in conflict with the rulings of the worker's compensation specialist, differential pay to the amount of 3/4 of the regular full salary computed as specified above shall be continued for up to a maximum of an additional twenty-six (26) weeks (with a minimum total payment of approved worker's compensation payments combined with City differential pay accounting to 3/4 of the maximum of such regular full salary applicable to Senior Privates/Senior Dispatchers). Such occupational sickness or disability shall not be charged to the accrued sick leave of the employee. The payment of the benefits under this paragraph H shall be so administered as to allow the benefited employee(s) the maximum tax relief permitted under the United States Internal Revenue Code.

I. The City shall pay under Workers Compensation coverage, the hospital, medical and surgical expenses incurred by any employee who is injured in the performance of his/her duties.

J. No accumulated sick leave shall be paid to any employee who resigns or is discharged from the Department.

K. In the event of an employee's death while in service, his/her accumulated sick leave shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the sick leave is cancelled and no payment shall be made.

L. Whenever an employee retires, he/she shall receive his/her accrued sick leave pay in a lump sum at the rate of pay in effect at the date of retirement.

M. Any member of the bargaining unit may contribute eight (8) hours of his/her sick leave to a sick leave bank by July 31 of each contract year. Contributing members may apply for withdrawal from the sick leave bank upon depletion of accumulated sick leave for reasons of prolonged or continuing illness or incapacitating accident. The total amount of accumulations in the bank as of July 1, 1983, is agreed to be 7910 hours. Henceforth, the total number of accumulated hours in the bank shall not exceed 58 hours times the number of eligible members in the bargaining unit. Withdrawals from the bank shall be charged against the total number of hours in the bank on the basis of the number of actual hours the employee is absent during scheduled duty hours. The operation of the bank and withdrawals therefrom shall be carried out by a committee of two (2) members of the bargaining unit, and one (1) administrator selected by the Chief. The committee shall establish its rules and regulations and shall require documentation from a physician supporting the request for sick leave bank withdrawals. The committee shall furnish written records of deposits, withdrawals and documentation to the Chief and to the City Human Resource Department. Records of deposits shall be furnished no later than August 30th of each year. In all cases, the decisions rendered by the committee shall be final and binding, provided, however, that specific provisions of this paragraph 22M cannot be superseded by any rules or regulations of the sick leave bank committee. All decisions of the committee shall be in accordance with its rules and regulations. The provisions of this Article shall govern all sick leave bank entitlements.

Notwithstanding any provision of this paragraph M to the contrary, after using up all his own sick leave accrual and vacation (according to Sick Leave Bank Rules), accrual no employee shall be able to withdraw more than eighteen months of sick leave from the sick leave bank for any one sickness or injury without the prior approval of the Fire Commissioners, to whom the employee may appeal. Additional contributions of eight (8) hours of a members sick leave may be made by members in the event that the total accumulated hours in the sick leave bank fall below four hundred twenty (420) hours

N. A program of light duty work shall be made available within the Fire Department for Fire Department personnel who have sustained a work related disabling injury. Light duty assignments shall conform to New Hampshire law. Any variation to the work schedule set forth in Article 14 for such light duty work shall be mutually agreed upon by the Union and the Chief of the Department, consistent with the physician's work restrictions. An injured employee who is judged to have a light work capacity by his/her treating physician may be given a light duty assignment consistent with Fire Department functions, the employee's physical capabilities and any limitations imposed by the treating physician. The Department may promulgate policies and procedures from time to time in order to update and improve this program. Light duty assignments shall be temporary, and will be calculated to facilitate the employee's recovery and resumption of his/her normal duties. Participants shall receive the difference between their Worker's Compensation benefits and any wages received, and their regular full pay while serving in this light duty capacity.

O. An incentive shall be paid for the non-use and accumulation of sick leave. It shall be administered as follows:

1. Any individual employed for an entire calendar year who uses no sick time during that calendar year shall receive sixty percent (60%) of one week's pay. Any such employee who uses less than twenty-four (24) hours of sick leave shall receive thirty percent (30%) of one week's pay. Any such employee who uses less than forty-two (42) hours of sick leave shall receive $100.00. Payments to be made hereunder shall be made in the January next succeeding the calendar year in question.

2. The first payment for this plan shall be made in January, 1995, based on sick leave accruals for the calendar year 1994.

3. All computations referred to in this Paragraph O shall be performed by the Fire Department based upon its records.

4. This benefit shall cease for any calendar year in the event that total department sick leave use exceeds eleven thousand five hundred (11,500) hours in that year. In the event that total department sick leave use is less than eight thousand (8,000) hours in any year, the benefit described in Paragraph O,1 above shall increase as follows:

No sick time used in the calendar year - seventy-five percent (75%) of one week's pay;

Fifteen (15) hours or less of sick leave used in the calendar year - sixty percent (60%) of one week's pay;

Thirty hours or less of sick leave used in the calendar year - fifty percent (50%) of one week's pay;

Forty-eight (48) hours or less of sick leave used in the calendar year -forty percent (40%) of one week's pay.

In computing total departmental sick time use for purposes of determining whether the enhanced benefits in this subparagraph will be paid in the calendar year in question, all departmental sick time used will be included, except that the consecutive hours used by an individual employee on account of a single injury or illness which exceed 420 consecutive hours for that injury or illness will not be included. The 420 hour maximum shall be included in the computation.

Article 23 - BEREAVEMENT LEAVE

A. Four (4) duty shifts paid leave at the employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the immediate family. For purposes of this section, immediate family shall mean employee's spouse, children, step-children, brother, sister, parents of employee or spouse. By definition, child includes the loss of the fetus, after the second trimester of the pregnancy.

B. Two (2) duty shifts paid leave at employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the extended family. For purposes of this section, extended family shall mean employee's grandparents, daughter-in-law, son- in-law, brother-in-law, sister-in-law, step- parents, stepbrother, stepsisters, and spouses' grandparents.

Two duty shifts paid leave at the employee's regular straight time rate will be granted for absence from scheduled work necessitated by a death in the extended family of an employee's or employee's spouse's blood related uncle or aunt.

C. Paid leave as provided in sections A and B above can only be taken contiguous to the death and/or at the time of the funeral/memorial service.

D. In the event that the provisions of C above occur during an employee's vacation, the employee shall be able to take the appropriate number of duty shifts allotted in A. or B. of this Article 23 immediately following his/her return to work following vacation or have them recredited to his/her vacation accrual.

Article 24 - PERSONAL LEAVE

A. Employees may take personal leave for such purposes as job-related education, illness or death in the immediate family, as defined in Article 23, and such other personal business as cannot be performed during off duty hours, subject to the requirements of paragraphs B and C below.

B. No leave shall be permitted under paragraph A above in the event that by taking that leave, the employee will miss training which is not scheduled to be repeated within the fiscal year during which the leave is sought. No more than two days of leave under paragraph A above may be taken consecutively, except for leave required to attend out-of-town fire service education. Additional consecutive days may be authorized at the discretion of the Chief or his/her designee.

C. Forty-eight hours notice, except in emergencies, is required to be given to the Chief or designee for leave to be taken under paragraph A above. Those taking the leave will provide a substitute who is qualified in the opinion of the Chief or designee.

D. The Deputy Chief in charge of the platoon, or designee, may grant emergency leave with pay to any subordinate employee who requires such leave for urgent reasons. Such emergency leave shall not exceed one hour in any duty shift.

E. Specialist employees who wish to take personal leave under this Article 24 and who are unable to obtain a qualified substitute under paragraph C above, may be allowed by the Chief or designee to take personal leave days as provided under paragraph A above, provided the time absent is made up within the two weeks next following the date the leave is taken.

F. The training requirements under paragraph B above will be waived if the employee has previously met the standards for the training scheduled during the requested leave period.

Article 25 - LONGEVITY BONUS PAY

A. Regular full-time employees who have been employed by the City for seven or more years, on an uninterrupted basis except by reason of lay-off or approved leave of absence, will receive a longevity payment during the last pay period in November, for the current calendar year, based on their length of service as of November 22nd, as follows:

7 to 9 years of service ---------- $200.00
10 to 16 years of service ----------one week's base pay
17+ years of service --------- one and one half week's base pay

B. Longevity bonus pay to regular part-time employees who work 25 or more hours per week and who have seven or more years of service as in A above, shall be determined by the average number of weekly hours worked during the preceding year in proportion to the weekly hours of regular full-time employees.

C. An employee eligible to receive longevity pay, who voluntarily terminates his/her employment or is dismissed for just cause prior to November 22 of any year, shall forfeit his/her right to entitlement to all or any portion of longevity pay to which he/she would otherwise be entitled.

D. Employees hired after July 1, 2005 shall not be eligible for Longevity Bonus.

Article 26 - CLOTHING ALLOWANCE

A. The City will give an initial issue to each new employee of three sets of work clothing (pants, shirts and jackets).

B. For each year of this agreement, employees who have completed their probationary period will be authorized the following amounts to be used to purchase and maintain authorized work clothing or other authorized uniforms, as set forth in this Article 26. The authorized work clothing and uniforms for the purpose of this paragraph will include: NFPA compliant station wear, or work clothing as set forth by the Board of Fire Commission. Class A uniform and necessary accessories (hat, badges, necktie, black shoes as example shoes, boots approved exercise apparel, and any other related approved items).

Each Fiscal Year: $600.00 per member

Payment of the clothing allowance shall be paid to the eligible employees by payroll check during the month of July of each year. If the employee prefers, he/she may purchase the articles of clothing authorized pursuant to this agreement at their own expense and present the receipts to the designee of the department within thirty (30) days of the purchase for reimbursement through the warrant process. This selection must be made before the beginning of the fiscal year in July. If the reimbursement method is selected and the employee does not use the entire clothing allowance, the balance shall be paid through the payroll system at the end of the fiscal year in question during the month of June. Employees are solely responsible for complying with any and all requirements of any taxing authority and bear all liability for any taxes, federal, state, or local, occasioned by the manner of payment of the clothing allowance set forth in this article.

C. Each employee will maintain in good condition his/her own uniforms and must replace any lost, worn or damaged uniforms at the employee's expense. Uniforms will be worn by employees only during working hours. He or she shall be additionally responsible for obtaining and possessing adequate quantities of

required uniforms as well as insuring that uniforms purchased and worn meet Nashua Fire Department approved standards.

D. The City will furnish each employee with approved protective clothing and any special protective clothing and equipment as required in the opinion of the Chief or his/her designee to safely perform their duties. The exact specifications for the equipment will be discussed with the safety committee and must comply with limits set by the budget.

E. Upon separation from employment, all property issued by the City to any employee who so separates, must be returned by the separated employee to the Chief or his designee(s) at the Fire Department's Administrative Offices.

F. The Department agrees to pay the cost of a cleaning contract for the cleaning of the mechanics work clothing. The quantity of clothing to be cleaned shall not exceed four sets per week for each of the three employees (12 sets). The total cost of this cleaning contract shall not exceed $40 per week.

G. Employees of the Fire Marshall's office and Fire Alarm personnel (40 hour employees) shall wear approved short and long sleeve dress shirts and need not wear flame retardant clothing except at the fireground (coveralls). These employees may wear civilian dress clothing in appropriate circumstances. (i.e., court appearances).

Article 27 – LODGING

~~A. The City will furnish a bed, mattress, pillow and blankets for the use of those fire suppression employees who are on duty. This bedding will be replaced as needed within the limits of the annual City budget.~~

~~B. Each fire suppression employee will be given an initial issue of a bottom and top sheet, and a pillowcase. The sheets and pillowcase will be replaced on a direct exchange basis as needed and as approved by the Chief or designee.~~

~~C. Each fire suppression employee will be responsible for the laundering of all sheets and pillowcases.~~

~~D. All fire suppression employees shall be responsible for the cleanliness of all bedding and the dormitory area.~~

~~E.~~ The City will install in each fire station one washing machine and one clothes dryer for use by the Department employees to wash bedding, and the uniforms and other clothing worn by the individual employee.

Article 28 - MILITARY DUTY PAY

An employee called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, based on the employee's regular straight time rate and schedule. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service.

Article 29 - JURY DUTY PAY

A. An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment for meals and/or mileage shall not be considered as part of the fee for purposes of this agreement.

B. If an off-duty employee is subpoenaed to testify in court on behalf of the Department, shall be paid as hours worked at the rate per Article #15 Section C or Section D. The employee will be paid mileage in accordance with Article 33. Witness fees and mileage paid to the employee in furtherance of the subpoena shall be paid over to the City. The employee will accept the court witness fee which shall be turned over to the Department in order to receive Department pay.

Article 30 - PENSION AND RETIREMENT

Employees shall be covered by the "New Hampshire Permanent Fireman's Retirement System" or the New Hampshire Retirement System and any

amendments thereto, and the City shall make such contributory payments as may be required to provide such coverage for each employee.

Article 31 - EDUCATIONAL ASSISTANCE

A. In order to encourage and develop the highest level of job performance among the employees of the bargaining unit, the City agrees to provide each station with the following IFSTA manuals: forcible entry, ground ladder practices, hose, salvage and overhaul, fire streams, apparatus, ventilation, rescue and protective breathing practices, first aid, inspection, training programs, water supplies, aircraft, fire department officer, and facilities.

B. The City also agrees to purchase and make available the textbooks used in firefighting courses, which textbooks shall be retained by the department after use by individual employees.

C. The City will reimburse employees for one hundred percent (100%) of the total tuition and laboratory fees paid by employees from their own funds, for the successful completion of job-related courses, as well as courses leading to the granting of degrees in Fire Science, within the budget allowed. Successful completion is defined as a grade of "C" or above for undergraduate studies and a grade of "B" or above for graduate studies. The City shall budget the following amounts for tuition and laboratory fee reimbursement:

~~Each~~ Fiscal Years 2007 & 2008:	$ 9000
Fiscal Year 2009	$13,500
Fiscal Years 2010 & 2011	$18,000

Courses not directly related to present job function but are functions performed by other personnel in the department, the City will reimburse up to 50% of the total tuition and laboratory fees paid by the employees from their own funds upon successful completion.

D. An employee who desires to participate in this benefit must secure the approval of the Chief or his/her designee, the Human Resources Department, and the Comptroller, on the form provided by the Human Resources Department, with due consideration of the budgetary limitations in Paragraph C, above.

E. Satisfactory completion of all educational courses shall be documented in the personnel records of each employee.

F. For purposes of determining participation in specialty educational courses/classes, the administration shall make available such courses/classes and proportion attendance between officers and firefights at a 1:5 ratio (officers to fire fighters) provided nothing shall prohibit the administration from varying this ratio if there are insufficient numbers from either group to meet the ratio.

Article 32 - INSURANCE

~~A.1. Subject to the provisions of this Article, the City, upon request of an eligible member, shall provide to an employee who is in the employ of the City effective July 1, 2002 (or upon signing if after July 1, 2002), and individual two person or family plan for one of the following: (a) Blue Cross/Blue Shield Plan JWM (indemnity plan); (b) Blue Choice of New England Point of Service Plan; or (c) Choice of HMO Blue or Harvard Pilgrim Health Care.~~

~~Provided that any employee who is enrolled in the Plan JWM on the effective date of this Agreement shall be allowed to continue to receive that indemnity plan. However, no other employees shall be allowed to select the indemnity plan.~~

~~A.2. For eligible members, the City shall contribute eighty-five percent (85%) of the premium for option (b) and ninety-five (95%) of the premium for option (c). The City shall contribute toward the premium of the indemnity plan the same dollar amount it contributes toward the premium for (b).~~

A.1. Subject to the provisions of this Article, the City, upon the request of an eligible member, shall provide to an employee the amount of the premium specified below for individual, two-person or family plan, under one of the following plans offered by the City, if available, or a comparable plan if the following plan(s) is not available:

(a) Blue Choice of New England Point of Service Plan;
(b) Choice of HMO Blue or Harvard Pilgrim Health Care; or
(c) The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

Spouse Rule: Employees who are married to another employee of the city who also subscribes to a plan will be subject to this rule. This rule requires that an eligible member whose spouse is covered by another City health care plan elect the policy under which the eligible member and spouse shall receive health care benefits. An eligible member and spouse shall not be entitled to receive benefits under separate City health care plans.

A.2. CITY CONTRIBUTIONS:

Effective July 1, 2006 through June 30, 2008: For eligible members, the City shall contribute eighty-five percent (85%) of the premium for option (a) and ninety-five (95%) of the premium for option (b).

Effective July 1, 2008: For eligible members, effective July 1, 2008, the City shall contribute 80% of the premium of option (a) and 90% of the premium of option (b). All plans offered by the City shall include the following minimum co-pays:

(a) Ten dollars ($10.00) per medical visit; and
(b) Fifty dollars ($50.00) per emergency room hospital visit

For employees hired after July 1, 2002 ~~(or upon signing if after July 1, 2002),~~ the City shall, upon request of an eligible employee, provide an individual, two person or family plan for HMO or a City plan offered under option "c". Such employees shall, during the enrollment period next following their first anniversary and annually thereafter during the open enrollment period, have the right to transfer to the point of service plan at the contribution rate set forth above or to a City plan offered under option "c". The contribution rate for all HMO employees shall be the same as provided for above.

A.3. For the duration of this Agreement, ~~either~~ the part~~y~~ies to the Agreement agree to participate in a ~~may request that a~~ Joint Labor/Management Committee ~~be convened~~ to consider the performance of the aforementioned plans, ~~and~~ any changes thereto, and to develop proposals to modify the health insurance program offered by the City in order to control the costs of those programs for the benefit of the City and its employees. No changes shall be effective until ratified by both parties.

A.4. Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period and subject to the conditions set forth in Section A.2. Eligible members moving into or out of the HMO or point of service are may change plans within a specified period after such move to the extent permitted by the plans and in accordance with any other conditions set forth above in A.2.

A.5. ANNUAL AUDIT - The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

B. LIFE INSURANCE - The City agrees to participate in a double indemnity life insurance program by paying 100% of the premiums for employees only. The amount of coverage shall be one times the employee's base salary, rounded to the nearest thousand. Each employee may at his/her option elect to purchase an amount of life insurance coverage equal to the base amount by paying 100% of the premiums.

C. DENTAL INSURANCE - The City agrees to pay 100% of the premiums for dental insurance coverage under the plan in effect for members as of January 1, 2008. Coverage is to be provided by the current carrier used by the City at the time of the signing of this ~~a~~Agreement (Northeast Delta Dental). The City reserves the option to change insurance carriers, upon negotiation with the ~~u~~Union, and on the condition that the coverage provided has overall comparability to that which is currently provided.

Members may also elect, as an option, to enroll in the dental plan offered to merit employees, but shall be responsible for paying the difference between the cost of a two-person plan and family plan if electing coverage under a family plan.

D. After January 1, 2003 the City will not be responsible for paying the difference between the fees of non-participating dentists and the fees agreed to by participating dentists and the current insurance carrier. Until January 1, 1990 the current policy of the City paying the difference shall continue.

E. LONG-TERM DISABILITY –

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan after completion of three (3) years of continuous, full-time service and after 45 continuous days of absence due to a non-job-related illness/injury. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit. All applicable definitions, rules for employee participation and benefit conditions and payments shall be governed by the City of Nashua's "Non-contributory Disability Income Plan For Qualified Employees" and any amendments thereto.

For the purpose of outlining benefits, but not for the purpose of limiting or modifying the rules of such plan, the following summary of benefits and limitations are made:

(a) After 45 continuous days of illness/injury, the City will pay 70% of an employee's regular straight-time pay, but not more than $3,000 per month, for not more than two (2) years. This disability income would be reduced by any social security or retirement disability payments that the employee receives, and it ends upon the employee's retirement.

(b) The plan does not cover disabilities resulting from war, nuclear explosion/incident, insurrection, rebellion, participation in a riot, self-inflicted injuries, attempted suicide, or natural disaster. (A more detailed description of the Plan will be provided to the employee upon becoming eligible for this coverage.)

Article 33 – MILEAGE

Effective with the date of execution of this Agreement, all employees shall be paid at Internal Revenue Service current rate per mile when they are specifically required to use their personal automobiles on department business. This shall include out-of-town travel to educational and training programs required to maintain employment, except those required as a condition of initial employment.

It shall also include use of the employee's vehicle in changing stations, when the employee arrived at the first station as originally scheduled. No payment for mileage will be made when an employee uses a personal vehicle in going from the employee's home to a station to pick up clothing and equipment, and then to a multiple alarm fire. Claims for mileage payments will be made on a form provided by the Department, shall be kept on a weekly basis, and will be paid monthly by the City provided the weekly forms are submitted on or before the 20th day of each month.

Article 34 - WORKING OUT OF CLASSIFICATION

A. Any person covered by this Agreement who is required to accept and perform the duties and responsibilities of a position or rank higher than that which he or she normally holds, shall be paid at the probationary rate for that position or rank while so acting, provided he or she so acts for at least four hours.

B. Any person covered by this Agreement who is asked to perform work at a task not covered by the job description of the position or rank which that person normally holds, or by the job description of a position or rank higher than that which the person normally holds, shall be paid at a rate 5% above the person's normal pay rate for the time actually worked, provided he or she works for at least four hours.

C. The third ranking specialist shall not be paid for working out of classification if he/she is working alone, unless this situation exits for more than five consecutive days.

Article 35 - BULLETIN BOARDS

The City agrees to provide space for suitable bulletin boards in convenient places in each station and work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. The Union agrees to maintain such bulletin boards in a neat and orderly condition to the satisfaction of the Captain in charge of the station.

Article 36 - STATION ASSIGNMENTS

A. The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause.

B. Regional Haz-Mat Team

All Team members will be full time NFR members. The team may be designated as "Regional" used on a "Mutual Aid" basis.

MEDICAL SCREENING:

Any member who is interested in serving on the "Haz-Mat Team" will consent to being medially screened by the designated Physician. The medical screening will be designed to evaluate the member's fitness for Haz-Mat team assignment. The complete screening criteria will be made available for the member's review before the screening takes place.

Medical test and all results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the team's designated physician, facility or agency.

PROCEDURE:

Initial training to Technician level will be provided to all team members as a unit. Off-duty members will be paid for all hours of required training. On-duty members will be on a delayed-response basis (up to five members per shift). The positions of the additional members assigned to this training will be covered by shift coverage. The initial Technician level training will be conducted as a minimum eighty-(80) hour program. The team members with certification as well as those without will be required to attend this initial program.

Members interested in a Haz-Mat Team assignment must agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (pass test, maintain certification, annual recertification, medical screening).

The NFR will post for the team assignment and will initially train thirty-six (36) members (20 members and 16 alternates) in order to maintain a regular five-member Haz-Mat team available on a daily basis.

Posted Position: 2 Captains 6 Lieutenants 28 Fire Fighters

In the event more members sign for the team than this pre-determined staffing allows, the member with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

The NFR will retain the right to make assignments, regular and alternate, to the team based on seniority.

REQUIRED:

There must be a minimum of 28 Privates and 8 Officers (members and alternates) trained by this procedure to the Technician level before the NFR assigns the regular team.

All future Technician level members will first be designated as alternates.

In order to assure a ready pool of available Technician-level personnel, during the annual recertification process, the NFR will continue to train adequate additional personnel to fill any vacancies which may occur on the Haz-Mat team. However, if at any time the number of trained and available team members falls below thirty (30), a posting for the vacant positions will occur within two (2) business days for ten (10) days. The screening and training process will begin within seven (7) days of the closure of posting.

During the annual recertification period, members who may wish will be allowed to be screened and trained based on seniority.

Drivers assigned to any apparatus under Article 18R, which may be used with the team, will not be required to meet any further qualification.

STIPEND:

All NFR members who complete the Haz-Mat Awareness operational/decon level of training, will receive a weekly amount equal to ½ their hourly rate, as a stipend for this certification, refer to Article #13 Section H.1.

Regular team members (as defined/assigned daily) will receive a weekly amount equal to 1 times their hourly rate, as a stipend for this assignment.

Limit:	1 Captain	3 Lieutenants	16 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Alternate team members (not assigned daily to the regular team) will receive a weekly amount equal to one half their hourly rate, as a stipend for this assignment.

Limit:	1 Captain	3 Lieutenants	12 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Specialists qualified at the Technician level and assigned to Haz-Mat duties will be designated as additional alternates with the appropriate pay rate provided. This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

C. Permanent Station Assignments:

Three Permanent Captain Station Assignments will be made available. Up to one (1) position at any station will be allowed. (4 years in grade min)

Nine Permanent Lieutenant Station Assignments will be made available. Up to two (2) positions at any station will be allowed. (4 years in grade min.)

One Fire Fighter position at each station on each group will be designated for Permanent Station Assignment. (8 years min.)

Station assignment for officers will be made by time in grade seniority.

If the NFR chooses to designate special or technical duties at a station:

1. The station and designation will be posted before the signing/ bidding process begins.

2. The NFR will make the required training available. The member will be required to participate while on duty and will be required to be certified if necessary in order to maintain the chosen station assignment.

The NFR reserves the right to assign the group designations for these Station Assignments.

When vacancies occur in the station-assignment positions, qualified members will be allowed to fill those vacancies based on their seniority and the provisions of this Article 36.

However, drivers assigned under Article 18R will not be required to meet any further qualification.

When a vacancy occurs in the Station assignment classifications, the Fire Private with the greatest seniority or Fire Officer with the greatest time in that grade, who signs the posting shall be given the first opportunity to fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If any person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the position for a period of six (6) months, then the person shall be considered qualified and assigned to the station. Otherwise the employee shall be returned to the employee's prior position. All such vacancies shall be posted for ten (10) days before being filled. However, the initial period shall include three (3) postings in order to insure that the assignment has gone to the senior person wishing to fill the positions. If a driver wishes to transfer to station assignment position, he/she will state his/her desire in writing and process the request to the Chief. The Department will post that position in accordance with the provisions of Article 18 paragraph R.

The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause, after a hearing for that purpose.

Any employee assigned under this clause may request transfer after having been awarded permanent station assignment.

Should a driving position open, a Private assigned under this Article 36 cannot be required to accept the driving position.

D. Water Emergency Dive Team

D.1. Dive Team Organizational *Structure:* All members of the rescue team will be Nashua Fire Rescue members, and the recovery team will be Nashua Police Department members, both departments will make-up the "City of Nashua Water Emergency Dive Team". The Dive Team could be used to assist other communities.

D.2. Medical Screening: Any member who is interested in serving on the "Dive Team" will consent to being medically screened by the designated Physician. The medical screening will be designated to evaluate the member's fitness for the "Dive Team" assignment. The complete screening criteria will be made available for the member's to review before the screening takes place.

Medical test and results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the teams designated physician, facility or agency.

D.3. Procedure: Nashua Fire Rescue will post for the team assignment and will initially train twenty members in order to maintain a regular four member Rescue Dive Team available on a daily basis.

Posted Position: 1 – Captain 3 – Lieutenants 16 – Fire Fighters

In the event more members sign for the team than this pre-determined staffing allows, the members with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

In order to participate in the initial "Rescue Dive Team" training members must be Padi/Naui "Open Water Certified". Prior to the initial "Rescue Dive Team" training to ensure a sufficient number of members are available for team operation the Fire Department agrees to make the "Open Water" certification program available. The "Open Water" certification program will be offered during regular duty hours and qualified on duty members will be allowed to participate.

It is agreed that all members of the team will be at a base level of training, that being Padi/Naui Basic Open Water certified prior to start of Rescue Dive Training. In the event that a member who signs for the team is not certified the department agrees to provide Educational Assistance per Article #31, and no over-time will be paid for all hours of required training. The base level the Initial training for the Rescue Dive Team will be provided to all team members as a unit. Off duty members will be paid for all hours of required training. On duty members will be on a delayed response basis. The initial Dive team training will be conducted, and cover the following areas:

- Dry Suit Use
- Aga Mask Use
- Small Boat Operations
- Public Safety Diver
- Large Area Search

This initial Dive Team will take 80 hours to cover all the material, and to organize the fire and police department members as a team. Do to the variety of emergencies that the Dive Team may have to operate in. It is agreed that additional training will be provided. Those programs are Underwater Vehicle Extrication, Swift Water Operation, Ice Dive Rescue, and Black Water Operation, and this training will be done within two years of the team's inception.

Members interested in a Dive Team assignment agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (Pass test, maintain certifications, medical screening.)

D.4. Required: There must be a minimum of 16 Privates and 4 officers trained by this procedure for the Dive Team to be assigned.

NFR agrees to provide all equipment required for the Dive Team members to dive in dry suits, with full face protection (Aga Mask) and any other associated equipment.

NFR agrees that they will provide a minimum of four (4) 8 hour teams drills each year, so to jointly train with the Nashua Police Department Dive Team.

Drivers assigned under Article 18R, which may be used with the team, will not be required to meet any further qualifications.

D.5. Stipend: All NFR members who complete the Dive Tender/Boat Operator training, will be granted one half (1/2) time hourly rate weekly.

Dive Team members will receive a weekly amount equal to one (1) times their hourly rate, as a stipend for this assignment.

Article 37 – RESIDENCY

A. Employees hired before May 1, 1996. There shall be no residency requirement for employees hired prior to May 1, 1996 provided that such employees shall be required to respond to any overtime or call back within one hour's time. If the employee is unable to respond within the one-hour time limit, that employee will be considered as not having reported for duty and no compensation will be due them. This pertains to all overtime situations except those overtime assignments made when the employee is on shift and requested to work additional hours.

B. Employees hired after May 1, 1996. Employees are encouraged to reside within a fifteen (15) mile radius of the Fire Department headquarters. Any employee who does not meet this residency requirement will not be called for overtime unless in the opinion of the Chief or designee that employee's services are needed. Notwithstanding anything to the contrary, any employee who does not respond to a call for duty within one hour shall be considered as not having reported for duty and no compensation will be due them.

Article 38 - SAVINGS CLAUSE

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

Article 39 - DURATION AND EFFECT

A. This Agreement, upon bearing the signatures of the authorized people representing the Union and the City, shall be effective as of July 1, 200~~2~~6, and will remain in effect through June 30, 20~~06~~11. Provided however, that on June 30, 20~~06~~11, and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year unless one hundred and twenty (120) days or more prior to budget submission date, either party shall have delivered to the other notice of its desire not to have the Agreement in its then form renewed. Such notice shall be deemed delivered if and when mailed, postage prepaid, addressed to the last address of the addressee, which is known to the sender of this notice. If such notice shall be sent, the parties shall negotiate for a new Agreement or modification thereof, and the terms hereof shall continue to apply until the new or modified Agreement is executed or the existing Agreement terminated; upon thirty days notice by either party.

B. Should neither party to this Agreement send a notice of termination as described in paragraph A above, this Agreement will be considered to have been automatically renewed for another year from effective date of Agreement.

C. Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce to this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties, signatories to the Agreement, thirty (30) days before the beginning of discussions of the Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the _____.

Signed, sealed and delivered in the presence of:

Nashua, NH City Employees
Nashua, NH, Fire Fighters Assn.
Local 789, International
Association of Fire Fighters:

_____

_____

_____

_____

Witnesses for the Union:

_____

_____

_____

_____

_____

City of Nashua, New Hampshire:

_____
Mayor

Board of Fire Commissioners:

_____

_____

_____

Witnesses for the City:

_____

_____

RESOLUTION R-08-106

Approving the cost items of a collective bargaining agreement between the Mayor and the Board of Fire Commissioners of the City of Nashua, New Hampshire, and Local #789, International Association of Firefighters, from July 1, 2006 through June 30, 2011

IN THE BOARD OF ALDERMEN

1ST READING AUGUST 12, 2008

Referred to:

BUDGET REVIEW COMMITTEE

2nd Reading SEPTEMBER 9, 2008

3rd Reading OCTOBER 14, 2008

4th Reading

Other Action REFERRED BACK TO BUDGET REVIEW COMMITTEE

Passed OCTOBER 14, 2008

Indefinitely Postponed

Defeated

Attest: Paul R Bergen
City Clerk

President

Approved
(Date)

Mayor's Signature

Endorsed by

Tabacchi
Flamanco
Wimbrie
Clemas
Madison
McCarthy
Cox

Vetoed: Donnalee Lozeau 10/21/08

Veto Sustained:

Veto Overridden:

Attest:
City Clerk

President