

# Collective Bargaining Agreement

Between

TOWN OF LONDONDERRY, NH

And

LONDONDERRY PROFESSIONAL  
FIREFIGHTER'S ASSOCIATION N.H. LOCAL  
3160

July 1<sup>st</sup>, 2022 - June 30<sup>th</sup>, 2027

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 July 1<sup>st</sup> 2022 – June 30, 2027*

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**ARTICLE I      AGREEMENT**

This Collective Bargaining Agreement (hereinafter the “Agreement”) is effective as of the 1<sup>st</sup> day of July, 2022 between the Professional Firefighter’s Association N.H. Local 3160 (hereinafter the “Union”), and the Town of Londonderry, New Hampshire (hereinafter the “Town”).

**ARTICLE II      PURPOSE**

The purpose of this Agreement is to foster harmonious relations between the Town and the Union, and to establish in this Agreement, levels of wages, hours and conditions of employment.

**ARTICLE III      RECOGNITION**

1. The Town recognizes the Union as the exclusive bargaining agent for all permanent Members of the Town's Fire Department, to include the rank and classification of:

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

2. The term “Members” as used hereinafter, refer to full-time, permanent Members of the Union as listed above.
3. Reference to “Firefighter” or “Lieutenant” in any provision of this Agreement is also applicable to “Firefighter/Paramedic” and “Lieutenant/Paramedic”, respectively. Reference to “Firefighter/Paramedic” or “Lieutenant/Paramedic” in any provision of this Agreement is applicable exclusively to Members with paramedic certification at the respective level.

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**ARTICLE IV      EXCLUSIONS**

1. This Agreement excludes the current or future ranks of:

Chief	Deputy Chief
Battalion Chief	Division Chief of Fire Prevention
Captain	Fire Exec. Assistant

2. Any creation of new personnel rank or classification by the Town, subsequent to the effective date of this Agreement for inclusion or exclusion in the Union shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board (PELRB) for resolution.

**ARTICLE V      NON-DISCRIMINATION**

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

**ARTICLE VI      MANAGEMENT RIGHTS**

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town, which has the right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiation with the Union and without being subjected to the grievance and arbitration procedures of this Agreement. Management rights shall include, but not be limited to, the following:

A. The right to direct Members; to determine qualifications, promotional criteria (except as outlined in this Agreement), hiring criteria, standards for work, and to hire, promote, assign, and retain Members in positions; and to suspend, demote, discharge or take other disciplinary actions against any employee for proper and just cause subject to the other provisions of this Agreement, including grievance and arbitration.

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- B. The right to relieve a Member from duty because of lack of work or other legitimate reasons, subject to other Articles of this Agreement.
  - C. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Fire Department operations.
  - D. The right to determine the means, methods, budgetary and financial procedures and personnel utilization by which the Fire Department operations are to be conducted.
  - E. The right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies.
  - F. The right to make rules, regulations, and policies not inconsistent with provisions of this Agreement and to require compliance therewith.
  - G. The right to subcontract, except for firefighting services and emergency medical services.
2. The exercise of management rights and responsibilities of the Town set forth herein, except discipline and discharge, shall not be subject to the grievance procedures set forth in this Agreement.
  3. Nothing in this Agreement shall be construed to limit the right of the Chief or designee to command the Fire Department as his/her judgment directs in any and all emergency situations as he/she deems appropriate.
  4. The Town and the Chief shall not require Members to perform major construction work normally and customarily performed by the building trades (work which would require a license or to pull a permit). However, nothing shall preclude any Member from performing such work or work that falls under Article XXII WAGES AND HOURS, Section Eight (8).
  5. Probationary firefighter employees are subject to quarterly performance reviews which will be conducted by Lieutenants and the appropriate Battalion Chief in collaboration, with the format of the review to be agreed upon by the Fire Administration and Executive Board.
  6. Newly promoted Lieutenants will receive no less than 4 performance reviews, in the year following promotion, conducted by the appropriate Battalion Chief and/or Deputy Chief, with the format of the review to be agreed upon by the Fire Administration and Executive Board.
  7. All Members will be subject to an annual written PDR (Performance Development Review). This will be for the purposes of career development. PDR's will be a two-way process where the subordinate is reviewed by the supervisor and has the opportunity to review the supervisor as well. The format of the PDR document and review categories must be agreed upon by Fire Administration and Executive Board. The PDR can be used for the future development of the employee to include, but not be limited to, promotions.

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**ARTICLE VII SAVINGS CLAUSE**

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

Unless in conflict with the terms of this Agreement, the policies, rules and practices of the Town of Londonderry and the Fire Department, as determined by the Fire Chief, shall not be a proper subject matter of a grievance.

**ARTICLE VIII UNION BUSINESS**

1. Two (2) Union representatives shall be granted time to attend Union functions, including attendance at conventions which are:
  - A. International Association of Fire Fighters' Convention: biannually
  - B. Professional Fire Fighters of New Hampshire Convention, biannually
  - C. Professional Fire Fighters of New Hampshire Bi-Monthly Meetings
  - D. Other Business as approved by Fire Chief or Designee
2. A minimum of seven (7) days' written notice is required as a pre-requisite to qualification for pay for any Union Business listed above.
3. A grievant and one (1) Union representative (when either or both are on duty) are each allowed one and one-half (1-1/2) hours without loss of pay, to process a grievance through each step of the grievance procedure.
4. All Members shall have such additional rights, if any are granted to them under the New Hampshire Revised Statutes Annotated (RSAs).
5. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at Town-owned buildings two (2) times per month as long as such meetings do not hinder the normal operation of the Fire Department, and those on-duty members attending any such executive session notify the On-Duty Officer in Charge.

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6. The Town agrees that membership meetings of the Local may be held at Town-owned buildings as long as the practical application of the paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief and/or designee and placed on the Department Schedule. All on-duty personnel may attend the meeting.
7. All correspondence relating to the administration of this Agreement or matters between the Union and the Town will be addressed and delivered to the Chief or his designee during his/her duty hours.
8. The Union shall have the right to erect bulletin boards in all fire stations and their location shall be approved by the Chief and the President of the Union.
9. A copy of this Agreement shall be placed in all fire stations and will be available to all Members.

**ARTICLE IX      DISCIPLINE AND TERMINATION FOR CAUSE**

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.
  - A. Just cause shall include, but not be limited to, the following:
    1. Incompetence;
    2. Behavior incompatible with effective conduct of duty;
    3. Behavior detrimental to the Town;
    4. Failure to carry out assigned duties; and/or
    5. Conviction of a criminal offense for which the maximum penalty is 12 months or more (i.e., Class A Misdemeanor or Felony).
  - B. Disciplinary action will normally consist of the following actions and be taken in the following order:
    1. Verbal Warning- A verbal warning is normally the first step in the progressive discipline policy, and issued by a supervisor. The verbal warning is a conversation between a Member and the issuing supervisor. The supervisor shall verbally advise the Member of the cause for the verbal warning and outline suggestions to be taken by the Member in order to improve his/her job performance or behavior. A hard copy of the Verbal Warning shall confirm that the conversation occurred between the two parties. A copy of the signed original verbal warning will be given to the Member for his/her records by the issuing supervisor. If the verbal warning is issued by a Lieutenant or Telecommunications



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Supervisor, a copy of the original shall also be forwarded to the disciplined Member's assigned Battalion Chief as well as the Deputy Chief.

2. Counseling Statement- The counseling statement is normally the second step in the progressive discipline process. It is issued by a Lieutenant, Telecommunications Supervisor, Captain, Battalion Chief Deputy Chief, or Chief. The counseling statement is a written statement which explains the infraction, problem, or behavior of the Member which is deemed "unacceptable." The statement shall outline any and all corrective action(s) to the Member for immediate remedy. It will be signed by the Member to confirm only having received the counseling statement. The Member shall be given a copy of the signed original Counseling Statement, and a copy will be provided to the Member's assigned Battalion Chief.
  3. Written Warning- The written warning is normally the third step in the progressive discipline process. It is issued only by a Captain, Battalion Chief, Deputy Chief, or Chief. It shall remain in the Member's personnel file. The written warning will be signed by the Member, confirming receipt of the warning only. The issuing officer will give a copy of the signed, original written warning to the Member, and also to his/her assigned Battalion Chief.
  4. Suspension- The fourth step in the discipline process is normally suspension (with or without pay). It is to be issued only by the Fire Chief or designee, but may be recommended by documentation from a Captain, Battalion Chief or higher. It shall remain in the Member's personnel file. The suspension form will be signed by the Member to confirm receipt only, and a copy given to the Member for his/her records. The issuing officer will provide a copy to the Fire Chief.
  5. Demotion- if judged to be appropriate by the Fire Chief or designee.
  6. Termination
- C. The above process is intended to be used as a guide. The order and manner of discipline need not be followed if an infraction or behavior of a Member is sufficiently serious to warrant a higher level of discipline.
- D. All counseling statements, written warnings, suspensions, demotions and discharge notices shall be in written form and must identify the reasons for the action and shall be signed by the Member as an acknowledgment of the action only. The Member and the Union will receive a copy of such warnings and notices.

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- E. Members may examine his/her own individual personnel file at reasonable times under the direct supervision of the employer.
- F. Nothing herein shall serve to deprive a Member of his/her rights under the law.
- G. All newly hired employees or promoted Members are subject to a probationary period of twelve (12) months. At the discretion of the Chief or designee, this probation period may be extended by up to four (4) months (to a maximum probation period of sixteen (16) months). The Town Manager may discharge a newly hired employee in the probationary period without cause and the employee shall not have recourse to the grievance procedure.
- H. The Chief may, upon written request by the Member and provided that the Member has had no recurrence of discipline within the specified time period, remove a Verbal Warning from the Member's personnel file after six (6) months and a Counseling Statement after twelve (12) months. If the Chief approves the Member's request, the Town and the Union agree that the Verbal Warning or Counseling Statement shall be removed from the Member's personnel file and returned to the Member within thirty (30) days of the Chief granting the request.
- I. Any and all disciplinary measures taken pursuant to this Article are subject to the Grievance Procedure in Article XI.

**ARTICLE X       CONSULTATION**

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

**ARTICLE XI       GRIEVANCE PROCEDURE**

- 1. **Definition:** A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in Article VI - Management Rights.

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- A. A Member who has a "complaint" must verbally raise the complaint with his/her immediate supervisor or in a case where discipline is issued, to the issuing Officer, before the complaint may be processed as a formal grievance. The immediate supervisor or issuing officer shall give his/her answer within five (5) business days. It is anticipated that nearly all complaints will be resolved informally without a grievance.
- B. Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance and the provision(s) of this Agreement allegedly violated, the relief requested, and the extent to which the grievant has sought an informal resolution of the grievance.
- C. Unless otherwise specified, "days" referenced in this Article mean calendar days excluding Saturday, Sunday and holidays "as observed" by the Town of Londonderry.

**2. Procedure:**

- A. Step One: The written grievance will be submitted to the Chief as outlined above, within ten (10) days of denial of the complaint by the immediate supervisor or issuing officer. The Chief will meet with the Member or President (if a Union issue) within five (5) days after receipt of the written grievance, and will give a written reply within ten (10) days thereafter.
  - B. Step Two: If the Member or President (if a Union issue) is not satisfied with the Chief's decision, (s)he may file a written appeal with the Town Manager within five (5) days following the Chief's decision. The Town Manager shall then hold an informal hearing with both the affected Member and the Chief within ten (10) days of the receipt of the appeal, and provide a written decision within fourteen (14) days following the hearing.
  - C. Step Three: If the Member or President (if a Union issue) is not satisfied with the decision of the Town Manager, the Union may file a request for arbitration to the (PELRB) under its rules and regulations within ten (10) days following receipt of the Town Manger's decision. The decision of the PELRB or its arbitrator shall be final and binding on the parties.
- 3. The cost of arbitration shall be born equally by the Town and the Local.
  - 4. The foregoing time limitations may be extended by mutual agreement of the parties.
  - 5. Failure of either party to abide by the time limits set forth in this Article shall be considered a forfeit and the grievance shall be considered settled in favor of the other party unless otherwise mutually agreed upon.
  - 6. Multiple grievances may, by mutual Agreement between the parties, be consolidated for hearing by the same Arbitrator.

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**ARTICLE XII NO STRIKE**

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

**ARTICLE XIII SENIORITY**

1. **Definition:**

- A. Seniority for Members covered by this Agreement shall be defined as the period of full-time employment with the Londonderry Fire Department.
- B. In the event that more than one Member was employed on the same date, then the seniority shall be determined according to the higher qualified, ranked, or classified employee by position on the hiring list determined by the Fire Chief.
- C. Employees transferring from other Town Departments shall retain seniority for benefit purposes only, and not for layoff, recall, or vacation.

2. **Seniority Lists:**

- A. Within thirty (30) days after the signing of this Agreement, and by January 1<sup>st</sup> of each year thereafter, the lists of Members covered under this Agreement, arranged in order of their seniority, shall be posted in a conspicuous place at each station and a copy furnished to the Union. Claims for corrections to such list must be made in writing to the Chief or his designee within fifteen (15) working days after such posting, and, after such time, the list will be regarded as correct.
- B. If, during the period between postings, any changes occur that affect the seniority status, a new and revised list shall be posted as soon as possible.

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- C. When a Member is promoted to Lieutenant, his/her seniority will remain the same on the department’s seniority list. However, the seniority as a Lieutenant will be determined by service time within that rank. Station assignments will be selected by time in rank.
3. **Loss of Seniority** - Seniority shall be broken only by:
    - A. Termination;
    - B. Voluntary separation;
    - C. Unauthorized leave of absence; or
    - D. Overstaying an authorized leave of absence.
  4. Any Member who is absent because of a proven injury or illness shall maintain his/her seniority with the Londonderry Fire Department for a period of twelve (12) months, after which time said Member’s seniority shall be broken.
  5. A Member who is injured in the line of duty shall maintain his/her seniority with the Londonderry Fire Department until the Member returns back to full-duty unless otherwise mandated by state law.
  6. In cases of demotion, service within rank will be "bridged." For purposes of this paragraph, “bridged” means that service in the higher rank shall be counted as service in the lower rank.

**ARTICLE XIV HOLIDAY RATE OF PAY**

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

President’s Day	Columbus Day	One-Half day Christmas Eve
Floating Holiday (see below)	Veteran’s Day	Christmas Day
Memorial Day	Thanksgiving Day	One-Half day New Year’s Eve
Independence Day	Day after Thanksgiving	New Year’s Day
Labor Day		

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2. Members assigned to a Forty-Two (42) hour schedule shall be paid an extra nine (9) hours per holiday (whether or not they work the holiday), and four and one-half (4.5) hours for Christmas Eve and New Year's Eve Day. Those Members assigned to a Forty (40) hour schedule shall be paid an extra eight (8) hours per holiday (whether or not they work the holiday) and four (4) hours for Christmas Eve and New Year's Eve Day. These payments are in addition to any other wage payments - including overtime – as required under this Agreement.
3. Members shall forfeit holiday pay in the event the Member is absent without authorization on the holiday.
4. The “floating holiday” may be taken once during the fiscal year, and is nine (9) hours of pay for forty-two (42) hour Members and eight (8) hours of pay for forty (40) hour Members to be added to the chosen pay period.
5. The floating holiday is “use it or lose it” during each fiscal year. Any unused floating holiday will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.
6. An employee on an unpaid personal leave of absence, long-term disability leave, unpaid FMLA leave and/or unpaid disciplinary leave will not receive holiday pay while on leave.

**ARTICLE XV CLOTHING ALLOWANCE**

1. The Town will provide the initial uniform issue to all Members within the unit. The required uniform shall be specified by the Chief. A list of approved clothing shall be listed in the Department’s Administrative policies.
2. The Town shall provide the following protective clothing to each Firefighter and Lieutenant:
  - One Protective Hood
  - One turnout coat with liner
  - Two pairs of protective gloves
  - Self-Rescue rope & bag
  - One pair of structural firefighting boots
  - One basic Firefighting Helmet with face shield
  - One set of turnout pants with suspenders
  - SCBA mask & regulator
  - One pair of extrication gloves
3. Annually, in the second pay period of August, Eight Hundred Dollars (\$800) will be provided to Members by the Town as a clothing allowance for purposes of replacing damaged, worn, and unserviceable clothing or purchasing necessary items to perform his/her job. Such clothing allowance shall be paid as a lump sum through payroll and is subject to applicable taxes and withholding. Probationary and other employees with less than one (1) year of service shall receive the aforementioned clothing allowance on a pro rata basis based upon his/her number of months of employment prior to the applicable August clothing allowance payment.

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4. All initial and replacement protective clothing purchased and issued by the Town and referenced in Section 2 of this Article shall meet current NFPA standards.

**ARTICLE XVI SICK LEAVE**

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

The Fire Inspector, Telecommunications Supervisor and the Telecommunications Operators shall accrue sick time at a rate of one day per month or ninety-six (96) hours per year, unless their schedule results in an average 42-hour work week, in which case they will accrue sick leave at the rate of 100 hours per year.

Except as provided below, sick leave shall accumulate at the aforementioned rate, up to a maximum of seven hundred (700) hours for all Members hired prior to July 1<sup>st</sup>, 2011. Except as provided below, Members hired after July 1<sup>st</sup>, 2011 shall be allowed to accumulate, at the aforementioned rate, up to a maximum of five hundred (500) hours. Members that currently have over seven hundred (700) hours shall not lose his/her sick time, however, they shall not accrue any further sick hours until they have depleted his/her sick bank to under (seven hundred) 700 hours.

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

<u>Years of Service Completed</u>	<u>Compensation (In Hours) for employees assigned 42-hour workweek</u>
1-5	42
6-10	84
11-15	105
16+	252

<u>Years of Service Completed</u>	<u>Compensation (In Hours) for employees assigned 40-hour workweek</u>
1-5	40
6-10	80
11-15	100
16+	240

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

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**2. Sick Leave:**

- A. Sick leave shall begin to accrue on a pro-rata basis as of the first day of employment with the Town.
  - B. Employees on sick leave compensation may not perform part or full-time work for another department or employer.
  - C. The Chief or designee may require either evidence of treatment or examination by an appropriate medical provider to document the need for sick leave. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town. Should the Town ask for a second medical opinion, such examination shall be at the expense of the Town. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
3. Sick leave will be granted at the discretion of the Chief or designee to Members under the following conditions:
- A. When the Member is unable to perform the duties of their job due to sickness or injury; OR
  - B. When, through exposure to contagious disease, the presence of the Member in the work site would jeopardize the health of others; OR
  - C. An instance of illness of a member of the employee's immediate family. For purposes of this Section, immediate family shall be: husband, wife, dependent child or parent of either the employee or employee's spouse. If the absence is for a qualifying reason under the Family Medical Leave Act (FMLA), the provisions of the Town's FMLA policy shall control.
4. The Chief or designee may, as a general rule, grant sick leave with pay to Members for health reasons other than above, such as appointments with physicians, dentists, out-patient services, family emergencies, and similar care that may help in reducing the absences of the Member. Sick leave may be taken in four (4) hour increments, but less time may be taken if approved by the Chief or designee.
5. Notification of absences shall be given as early as possible by the Member.
6. If a Member has no sick leave credits, a sick-related absence shall be charged to the Member's other available contractual leave in the following order: floating holiday, then personal day, then vacation time. If the employee has no contractual leave available, the Chief may, in his discretion, grant an absence without pay.



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7. A Member whose service is terminated for cause shall not be entitled to compensation for unused, accumulated sick leave.
8. Sick leave abuse shall constitute grounds for disciplinary action.
9. A Member injured in the performance of his/her duties shall receive Workers' Compensation Benefits if eligible in accordance with New Hampshire law as administered by the carrier, and shall be permitted to use accrued contractual leave to supplement worker's compensation benefits up to 100% of the Member's base wage.
10. Any non-work-related accident or illness in excess of fifteen (15) consecutive calendar days may be covered under Short Term Disability. A Member may elect to use accrued contractual leave to offset the Town's insurance to maintain his/her full wages during the term of the disability until all such accrued contractual leave has been exhausted.
11. **Accrual of Sick and Vacation Time While On Leave:**
  - A. An employee on short-term disability leave, personal leave of absence and/or FMLA leave ("the Leave Period") will continue to accrue vacation time and sick time during the Leave Period so long as the employee continues to receive some form of pay from the Town (even if such pay is in the form of use of the employee's accrued leave to supplement his/her short-term disability payments or for his/her FMLA leave).
  - B. An employee on leave due to a workers' compensation injury related to work for the Town will continue to accrue vacation time and sick time during the period in which he/she is receiving workers' compensation payments.
  - C. An employee on solely unpaid leave (including unpaid FMLA leave and unpaid disciplinary leave) will not accrue vacation time and sick time during such unpaid leave.
  - D. Employees who are receiving long-term disability payments from the Town's carrier will not accrue vacation time and sick time while on long-term disability leave.

## **ARTICLE XVII VACATIONS**

1. The purpose of vacation leave is to provide a Member the opportunity for a break in his/her annual work schedules.

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2. Members shall earn vacation time in accordance with the length of employment with the Town as set forth in this Agreement.
3. Vacation eligibility shall begin to accrue, on a pro-rata basis, from the first day of employment. Those Members working a forty-two (42) hour work week shall accrue vacation based on the following schedule:

<u>Length of Service</u>	<u>Accrual Rate</u>
Date of hire through 72 months	8 hours/month (192 hours max)
73 <sup>rd</sup> month through 144 <sup>th</sup> month	14 hours/month (336 hours max)
145 <sup>th</sup> month through separation	18 hours/month (432 hours max)

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

<u>Length of Service</u>	<u>Accrual Rate</u>
Date of hire through 72 months	6.6 hours/month (159.84 hours max)
73 <sup>rd</sup> month through 144 <sup>th</sup> month	10 hours/month (240 hours max)
145 <sup>th</sup> month through separation	13.33hours/month (319.92 hours max)

- A. The selection process shall occur annually, beginning in the first week of December, for the following calendar year.
1. The first round is to be completed between December 1<sup>st</sup> and December 31<sup>st</sup>.
  2. At this time, in order of shift seniority, Members shall make his/her selections and provide it in writing to his/her supervisor or designee.
  3. Members may select no more than four (4) twenty-four (24) hour shift selections each, of either vacation or personal days during this first round.
  4. Selections during the first round must be taken in full, twenty-four (24) hour blocks.
  5. The Member must complete his/her selection within twenty-four (24) hours of being notified. A Member's failure to submit his/her selections within this specified time limit will result in loss of turn, and they shall be placed last in the first-round selection order.
  6. Members that select shifts during the first round of the vacation selection process are guaranteed that those selected shifts will be covered. This does not apply to holidays, and there are no more than four (4) Members guaranteed coverage on those days that were selected during the first round.

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Once four (4) Members are listed on a given day, no more may be added to that day. Personal days are only guaranteed to be covered if they are selected in the first round.

7. In order to guarantee shift coverage, it may be necessary to implement the holdover policy if the fulfillment of this overtime is not accomplished by following Article XXIII.
  8. For any vacation days selected by Members outside of the first-round selection process, there is no limit to the amount of Members granted leave on these days. This is as long as the shift can be fulfilled following Article XXIII (without using the holdover policy), and these shifts must be approved by the Chief or designee prior to taking the shift off. When said vacation days are requested, it must be requested as prescribed in section nine (9) below. It is the responsibility of the Member who requested the vacation time to confirm that the shift is covered prior to taking this vacation time.
  9. If vacation day(s) that were originally selected in the first round are no longer needed by a Member, the Member may turn return the vacation day(s) prior to the shift being filled or within forty-eight (48) hours of said vacation. The now vacant vacation shift(s) will be filled by seniority. It is the responsibility of the Member to confirm that the shift has been covered.
  10. Members must request vacation leave with the Chief or designee with at least twenty-four (24) hours' notice, and it shall be subject to the Chief or designee's approval. The request of leave with less than twenty-four (24) hours' notice may be granted, if the time can be filled in this shorter period of time and the Chief or designee approves it.
  11. Personal leave, as referred to in Article XXXI, will affect the coverage of Members that are taking time off as prescribed in this Article.
- B. Vacation scheduling is subject to approval by the Chief and is not subject to the grievance procedure.
  - C. Vacation leave taken outside of the selection process may be taken in four (4) hour increments.
  - D. For the Telecommunications Operators, vacation scheduling is subject to approval by the Chief and is not subject to the grievance procedure.
  - E. If a vacation selection or day becomes available, it shall be filled by seniority.
4. Upon separation from employment, a Member shall receive 100% of any unused vacation accrual.
  5. Upon the death of a Member who is eligible for vacation, any unused vacation accrual shall be paid in the following order of precedence:

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- A. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the Member under the retirement system or group insurance plan;
  - B. If there is no such designated beneficiary, to the estate of the deceased.
6. Members may accrue vacation up to two (2) times the yearly total to which the Member is entitled, provided the two (2) times threshold is never exceeded. In the event a Member exceeds the two (2) times threshold at any time, the excess accrual shall be forfeited.
  7. Any Member eligible to carry over vacation days may, in October of each **fiscal** year, elect to receive a cash payment of up to two (2) shifts/forty-eight (48 hours) of vacation time (“Vacation Cash Out”) with said vacation time to be earned during the following **calendar** year (the “Accrual Year”). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee is still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.
  8. With Department Head, or designee, approval, a Member may take vacation accrued in advance of the schedule provided in Section 3 above.

**ARTICLE XVIII INSURANCE/RETIREMENT BENEFITS**

1. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth below from a different source(s) provided the benefits are comparable with the benefits presently provided.

2. Insurance

- A. Health Insurance

The Town shall provide Members the option of enrolling in either the Lumenos plan, the Blue Choice plan or the Access Blue plan offered by HealthTrust. The Town shall cover 100% of the Lumenos plan premiums as of July 1, 2022. The Town shall contribute to the Blue Choice or Access Blue plan premiums in an amount equal to the cost of the Lumenos plan premiums effective July 1, 2022, with the Member being responsible for any premiums on those alternative plans in excess of the Lumenos premiums.

For Members who enroll/are enrolled in the Lumenos plan, each Member shall establish his/her own Health Savings Account (“HSA”), and the Town shall contribute to the Member’s HSA as follows:

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Effective July 1, 2022 and in each subsequent July during the life of the Agreement, the Town shall contribute \$1,750 for Members enrolled in family or two-person coverage, and \$750 for Members enrolled in single coverage. The Town's contribution shall be made in the first paycheck in July of each year.

The Town shall offer Members who opt out of the Town's health insurance plan a buyout of health insurance premiums of \$10,000.00 per year (\$833.33 per monthly payment) for the family plan, \$7,600.00 (\$633.33 per monthly payment for the 2-person plan), and \$4,000.00 (\$333.33 per monthly payment for the single person plan) for all Members hired prior to 7/1/2017 who currently receive health insurance from the Town. Members hired after 7/1/2017 and current Members opting out of health insurance from the Town shall receive a buyout rate of \$3,500 per year (\$291.67 per month). In order to opt out of Town-sponsored health insurance, an employee must attest, during open enrollment, to having other insurance coverage for themselves and their covered tax dependents which meets the minimum essential coverage requirements under the Affordable Care Act.

Buyout payments shall be divided into equal installments and paid in such installments during each regular pay period. If a Member's status of qualification changes after they are receiving the insurance buyout (i.e., family plan, 2-person plan or single plan), the Member shall be eligible to receive the appropriate amount whether it is an increase to the family or 2-person plan or a decrease to the 2-person or single plan.

If a Member is married to another Full-Time employee of the Town, the employee with the lower applicable opt-out payment shall receive the opt-out payment. For employee spouses hired on or after July 1, 2022, there shall be no opt-out payment provided to the spouse who is not the primary insurance holder.

**B. Health Care/Dependent Care Flexible Spending Account**

The Town shall make available a Section 125 Plan Health Care and Dependent Care Flexible spending account to all Members. Members opting to participate may make payroll-deducted contributions. The Town will make no contributions to the plan.

**C. Dental Benefits**

The Town agrees to provide at no cost to Regular Full-Time Employees dental insurance through Northeast Delta Dental, Option III (or comparable coverage), Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage offered for single, two-person, or family membership.

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D. Life Insurance and Disability

Life Insurance:

The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$75,000, with benefits for dismemberment.

Short and Long-Term Disability:

The Town shall provide, at no expense to employees, short-term disability insurance covering non-work-related accidents and illness to commence on the sixteenth (16<sup>th</sup>) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's base weekly earnings to a maximum of seven hundred dollars (\$700).

The Town shall provide, at no expense to employees, long term disability insurance covering non-work-related accidents or illness to commence after the applicable elimination period at 66 2/3% of the employee's basic monthly earnings up to a monthly max of six thousand dollars (\$6,000.00).

- E. Liability Insurance - the Town shall indemnify and save harmless any Member acting within the scope of his or her employment from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of (1) negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property and (2) any act or omission constituting a violation of the civil rights of any person under federal law if such act or omission was not committed with malice. The Town, or its insurance carrier, shall supply the Member with counsel or, if there is a legal conflict of interest, pay his/her reasonable attorney's fees. The operation of this paragraph is contingent upon the Member's cooperation with the Town in the defense of any action brought against the Member and/or the Town.

3. Retirement Savings Plans

The Town shall make the current 457 Savings Plan available to all Members. Members opting to participate may make payroll-deducted contributions to the Plan. The Town will make no contributions to the Plan.

4. Retirement

The Town shall, on behalf of Members, continue to pay its share of the cost of participation in the New Hampshire Retirement System.

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**ARTICLE XIX MILITARY LEAVE**

1. Military leave of absence, without pay, shall be granted to any Member called to active duty with the State or Federal forces for a temporary tour of duty other than the routine annual training period. Members ordered to extended active duty in the Armed Forces in time of war or similar national emergency shall be allowed two (2) weeks' pay and granted all accumulated vacation and holiday leave with pay. His/her job status shall not be affected by such leave.
2. Military leave for recurring training periods (which will consist of one weekend per month and the regular annual training period of two weeks/year) shall be granted with pay. Earned vacation shall not be charged for ANY such training periods; rather, the Town shall pay the difference, if any, between the military pay received and the employee's regular pay during such training.

**ARTICLE XX COURT APPEARANCE**

1. Members selected for jury duty (or who appear as a witness in work-related cases) with any court shall be paid straight time earnings and shall sign over any jury duty pay to the Town.
2. Earned vacation shall not be charged for such service.

**ARTICLE XXI PAYROLL DEDUCTION OF DUES**

1. Upon individual written authorization signed by a Member and approved by the Union President, the Town agrees to deduct from the pay of each Member so authorized the current Union Dues as certified to the Town by the Treasurer of the Union.
2. Said deductions shall be made each pay period provided, however, that if any Member has no check coming to him or if the check is not large enough to satisfy the deduction, then and only in that event, no collection shall be made from said Member for that pay period.
3. The Town shall send the amount to be deducted at least one time per month to the Treasurer of the Union.
4. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.
5. Should there be a dispute between a Member and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

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6. Probationary employees who are serving his/her initial probation period may have Union dues deducted if requested on authorization forms provided by the Union and the Union informs the probationer in writing, with a copy to the department, that such probationer is not covered under the Union Agreement except for those articles which do in effect cover them and is not represented by the Union under the grievance procedure in the event of disciplinary action or termination of employment during the probationary period.

**ARTICLE XXII WAGES AND HOURS**

1. Effective July 1<sup>st</sup>, 2022, Appendix A (Step Table) shall be implemented for all Members as follows:
  - A. As of July 1, 2022, the Members shall be placed into the step table set forth in Appendix A. The union and the Town have agreed upon the initial placement of each Member into the new Step Table effective 7/1/22.
  - B. All Members shall have his/her subsequent step increases, if any, implemented on the first day of July on each year from 2023 and thereafter.
  - C. Step increases shall be granted to eligible Members in the event the collective bargaining Agreement has expired.
2. Firefighters, Firefighter/Paramedics, Lieutenants, and Lieutenant/ shall work an average of forty-two (42) hours per week (Metro schedule: 24 hours on shift, 24 hours off shift, 24 hours on shift, five shifts off).
3. Telecommunication Operators shall work a rotating shift schedule in order to provide maximum coverage. Such rotating shift schedule shall be mutually agreed upon between the Telecommunications Operators and the Fire Chief. In the event that a rotating shift schedule cannot be mutually agreed upon, Telecommunications Operators shall work the schedule prescribed by the Fire Chief, but in no event shall such schedule change be effectuated without at least two (2) weeks' notice.
4. The Telecommunications Supervisor shall work a forty (40) hour work week, as approved by the Fire Chief.
5. The Fire Inspector shall work a forty (40) hour work week, as approved by the Fire Chief; normal work hours shall be consecutive days worked and consecutive days off.
6. If at the date of the expiration of this Agreement, the Town and the Union have not concluded a successor Agreement as of July 1<sup>st</sup>, 2027, the salary scale shall remain frozen as of June 30<sup>th</sup>, 2027.
7. Shift Differential:
  - A. To the extent the Telecommunications Operators work a schedule which includes three shifts, the Telecommunications Operators required to work on second shift shall receive a shift differential of \$0.50/hour.



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- B. To the extent the Telecommunications Operators work a schedule which includes three shifts, Telecommunications Operators required to work on third shift shall receive a shift differential of \$1.00/hour.
  - C. The Telecommunications Supervisor shall NOT be eligible for shift differentials referenced in paragraphs 5A and 5B above.
8. Members assigned the following additional duties shall be compensated additional yearly sums as follows:
- Assistant EMS Coordinator - \$750
  - General Maintenance (vehicle, station, small equipment) Coordinator - \$1000
  - Radio Maintenance/Red Alert Coordinator - \$1000
  - Community Relations/Car Seat Coordinator - \$500
  - Vehicle Maintenance Technician (mechanic) - \$5,000

Such additional duty assignments shall be posted for two weeks in each station once a year on June 1. All interested Members shall submit his/her name, in email or letter format, to the Chief. The Chief shall select the Member for the position no later than July 1 of the same calendar year. There is no restriction to the number of Members that hold these positions, and the Chief or his designee has the authority, in his/her sole discretion, to assign, reassign, or remove members from these assignments to meet the needs of the department.

**ARTICLE XXIII OVERTIME**

- 1. Members shall be paid overtime at the rate of 1.5 times the regular hourly rate for all time worked in excess of the normal regular shift. The term "regular hourly rate" shall be calculated as defined by the Fair Labor Standards Act and relevant regulations and case law.
- 2. The extension of a regular shift beyond the normal relief time shall be for emergencies only. In this event, every effort will be made to relieve the held over Member(s) as soon as possible, if the Member(s) in this circumstance so desire.
- 3. Part-time employees shall not be used until all Members have turned down the overtime offer.
- 4. Those Members called back to work (tone or coverage) shall be paid a minimum of two (2) hours of overtime.

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5. Forty-two (42) Hour Members who work Dispatch overtime shall have those hours added to his/her main overtime list.
6. Probationary employees shall be allowed to work overtime or swaps after they have successfully completed their first quarter review and have Battalion Chief approval to do so.
7. Overtime Administration
  - A. The assignment and distribution of overtime for Members shall be made in accordance with the methods set forth in this Agreement.
  - B. Five overtime lists shall be established as follows: Lieutenant, Paramedic, Firefighter, Telecommunications Operator and Dispatch Qualified. Each overtime list will be established by departmental seniority. ALL worked overtime hours are cumulative.

For purposes of this paragraph, the following definitions shall apply:

**Firefighter** - ALL members with the rank of Firefighter

**Paramedic** - ALL members with the classification of Paramedic (Lieutenant or Firefighter)

**Lieutenant** - ALL members with the rank of Lieutenant

**Telecommunications Operator** - ALL members with the rank of Telecommunications Operator/  
Telecommunications Supervisor

**Dispatch Qualified** - ALL members from rank Lieutenant or Firefighter that have been authorized to work in dispatch.

- C. Overtime will be offered to ALL eligible members at the same time. Members will respond YES or NO to the shift opportunity. After 1 hour has elapsed the shift will be awarded to the most senior member with the least number of cumulative overtime hours.
- D. Overtime will be filled by the Officer in Charge or the Fire Chief's designee. Members will be contacted by text message OR phone call OR email OR smartphone application. For the purposes of notification any one or combination of the contact means shall suffice for a member being contacted.
- E. When filling overtime positions with less than 24 hours' notice, Members shall have thirty (30) minutes to respond prior to the shift being awarded to the most senior member with the least number of cumulative overtime hours.

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- F. Overtime created by the Member creating the absence will be filled by another of same rank or classification before the OIC shall utilize others, i.e. Lieutenants for Lieutenants, Firefighters for Firefighters, TCO (Telecommunications Operator) for TCO and Paramedics for Paramedics.
- G. Cancellation and re-fulfilling of overtime due to clerical errors (accounting of hours) will not occur with less than forty-eight (48) hours' notice to the Member affected. Should the error not be addressed prior to the Member working the shift, the event cannot be grieved by any Member.
- H. If it is determined that overtime has been fulfilled incorrectly the following process shall occur:
  - 1. The Member that was passed over for overtime shall select a date to work an overtime shift.
  - 2. This date shall be mutually agreed upon by the Chief or his/her designee.
  - 3. If the selected Battalion for the overtime shift falls below a staffing level of ten (10), (Three (3) Lieutenants, three (3) Firefighters, three (3) Paramedics or combination of Firefighter/Paramedics and one (1) Battalion Chief), the Member shall be counted as an additional Member to that Battalion for that overtime period.
- I. Overtime may not be fulfilled more than fourteen (14) days prior to the shift(s).
- J. Overtime cancellation must be at least 24 hours' notice.
- K. Overtime may be taken in half-shifts. The Member wishing to split the overtime shall bear the responsibility of finding another suitable Member to split with.

**ARTICLE XXIV LAYOFF/RECALL**

- 1. In the event of a layoff within the bargaining unit, the Town agrees to provide at least four (4) weeks' notice (or full pay in lieu of) to the affected Member(s).
- 2. The Town further agrees that the least amount of seniority in the rank where the surplus is declared shall be laid off first; except that when a surplus is declared in the classification of Lieutenant, said Lieutenant(s) may replace a junior firefighter(s) such that junior firefighter(s) shall be laid off.
- 3. The Town agrees that prior to hiring any new employees, Members laid off within two (2) years shall be offered the position and placed in the position if qualified.

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4. The Town agrees to recall Members in reverse order of layoff (that is last out, first in) until all current hiring needs of the Fire Department are fulfilled.
5. The Town agrees to make every reasonable effort to locate the address of laid off Members in carrying out its obligations under this Article.
6. If, after reasonable search and inquiry, the Town cannot locate the Member to be recalled, or if such Member fails to respond to the Town's properly addressed notice of recall within five (5) days, the Town shall recall the Member next eligible for recall under this article.

**ARTICLE XXV ACTING LIEUTENANT**

1. Determination of staffing levels is a management right established by administrative policy and is not subject the grievance procedure described herein. For the purposes of administering this Article XXV and Article XXIII, Overtime, the following process shall be used:
  - A. The Town of Londonderry and the Londonderry Fire Department strives to schedule ten (10) positions per shift, as follows:
    1. Three (3) Lieutenants; three (3) Paramedics; three (3) Fire Fighters or combination of Firefighter/ Paramedics and one (1) Battalion Chief.
    2. Staffing is a Management Right which is non-negotiable and not subject to the grievance procedure.
  - B. To fill vacancies, the Fire Chief is authorized to move certified Members between all stations to meet the needs of the Department.
  - C. Once all transfers are completed with certified Members, the Town will fill remaining vacancies pursuant to the Overtime provisions, Article XXIII.
  - D. If no Lieutenants accepted an open shift the Fire Chief may elect to utilize members who are on the Lieutenants Promotional Eligibility List to fill the vacancy. This will be done prior to holding over a Lieutenant. If no members on the Lieutenant Promotional Eligibility List desire to work, the shift will be filled by holding over a Lieutenant pursuant to Article XXXV.
2. Any overtime worked during this period shall be compensated at one and one half (1-1/2) times based on the rate of pay (including differential).

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3. If the Telecommunications Supervisor is absent for any reason, the Department administration may, based upon their assessment of Department needs, fill such shift with a Telecommunications Operator or Telecommunications Operator qualified Member for the purpose of dispatching calls, but not to act as the Telecommunications Supervisor. Therefore, if a Telecommunications Operators or Telecommunications Operator qualified Member fills any shift of the Telecommunications Supervisor, the Telecommunications Operator or Telecommunications qualified member shall not be paid a higher level of pay but rather shall be paid for such hours at his/her own hourly rate.

**ARTICLE XXVI EDUCATIONAL INCENTIVE PAY**

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

Firefighter Level I	\$100/Annually	Fire Service Instructor	\$200/Annually
Career Level C2/F2	\$100/Annually	EMT	\$750/Annually
Firefighter- Level II	\$200/Annually	AEMT	\$250/Annually
Firefighter- Level III	\$300/Annually	Haz-Mat Tech	\$300/Annually
Driver/Pump Operator	\$200/Annually	Company Officer I&II	\$500/Annually

A. All educational incentives are cumulative as identified with the job title of Firefighters and Lieutenant.

2. Firefighters and Lieutenants hired after January 1<sup>st</sup>, 2006 will receive educational incentive pay as follows:

Firefighter- Level III	\$300/Annually	Fire Service Instructor	\$200/Annually
Driver/Pump Operator	\$200/Annually	AEMT	\$250/Annually
Haz-Mat Tech	\$300/Annually	Company Officer I&2	\$500/Annually

A. Firefighters and Lieutenants hired after January 1<sup>st</sup>, 2006 will **not** receive educational incentive pay as follows:

Firefighter Level I or IA/IB	Firefighter Career of C2F2
Firefighter Level II	EMT

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3. Firefighters promoted to the position of Lieutenant will not lose his/her educational incentives as a result of the promotion.
4. The Town will pay educational incentives to Telecommunications Operators and Telecommunications Supervisor as follows:

Firefighter I	\$100/Annually
EMT	\$500/Annually
Emergency Medical Dispatching	\$250/Annually
APCO Public Safety Telecommunicator 1	\$250/Annually

- A. All educational incentives are cumulative as identified with the job title of Telecommunications Operator.
5. The Town will pay educational incentives to the Fire Inspector as follows:

Firefighter Level I	\$100/Annually
EMT	\$750/Annually
Fire Inspector I	\$250/Annually
Fire Inspector II	\$500/Annually

6. Members who have obtained an Associate's Degree shall receive an additional payment of two-hundred and fifty dollars (\$250) annually, and for a Bachelor's Degree, a payment of five-hundred dollars (\$500) annually. It is understood that with regards to Associate's and Bachelor's Degrees, there is no requirement for a specific major. These degrees are not cumulative. Whereas, if a Member has an Associate's Degree and a Bachelor's Degree, the Member will receive payment for the Bachelor's Degree only.

- A. Employees shall receive tuition reimbursement for courses taken in a job-related degree program, certificate program or any other program pre-approved by their department head according to the terms of this paragraph. In order for a course to qualify for reimbursement, an employee must earn a passing grade which shall be evidenced by a report from the school. The Union, in its discretion as to order (whether it be first come-first served or another method of the union's choosing), shall submit tuition reimbursement requests to the Town (along with proof of required grade as set forth above), and reimbursement shall be made directly to the employee. If tuition reimbursement exceeds the IRS calendar year limit for any one individual (currently, \$5,250/year), such tuition reimbursement may be taxable to the employee; such determination will be made on a case-by-case basis in accordance with IRS regulations. The Town shall provide tuition reimbursement for Union members up to a total of Fifteen Thousand Dollars (\$15,000) per contract year, with said monies to be divided among its association members however the union directs the Town to do so.

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**ARTICLE XXVII LONGEVITY**

7. Members completing six (6) years of service from his/her date of hire are eligible for the following longevity pay (which is not cumulative):

After 6 Years \$550/Annually  
After 10 Years \$750/Annually  
After 15 Years \$1200/Annually  
After 20 Years \$1700/Annually

**ARTICLE XXVIII SWAP POLICY**

1. Members may be authorized special leave with pay (swap) for a twenty-four (24) hour shift or any part of it as long as the Member is able to secure another Member to work provided:
- A. The Members who enter into the swap are within the same rank and classification and the swap does not impair the operational needs of the department.
- B. Members understand that an authorized swap becomes a binding agreement between Members. Each Member agrees that the swap becomes his/her shift and they are now responsible for working that shift. If a problem occurs and one of the Members is no longer able to fulfill his/her half, time will be taken from that Member to cover filling the shift with overtime.
- C. All swaps must be approved by the Chief or designee.

**ARTICLE XXIX OUTSIDE WORK DETAIL**

1. Payment for outside work details shall be paid at a rate of \$50.00 an hour, with a minimum of four (4) hours.
2. Two detail lists will be established January 1st at 00:00 each year. One list will be departmental seniority (with firefighting credentials) with the most senior Member being listed at the top of the list and the least senior Member being at the bottom. The other list will be departmental seniority (with Emergency Medical credentials) with the most senior Member being listed at the top of the list and the least senior Member being at the bottom. Text Page and E-Mail to all eligible members. Members desiring to work the detail will contact the OIC or designee. Two (2) hours after the

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notification of eligible detail the members with the most seniority with least number of detail hours will be awarded and notified.

- 3. Outside work details will be filled by the Officer in Charge (OIC) or designee. The Member may decide to "turn back" the detail with at least 4 hours’ notice (unless sick, then there are no time restraints).
- 4. A Member may not cancel an overtime or detail shift in order to take another overtime or detail shift.
- 5. Details may be taken in half-shifts. The Member bears responsibility for finding another suitable Member to split the shift with.

**ARTICLE XXX BEREAVEMENT LEAVE**

- 1. Special leave of two (2) shifts for forty-two (42) hour Members and three (3) shifts for forty (40) hour Members with pay shall be granted to a Member in the event of the death of a:

Spouse	Father	Mother	Sister	Brother
Child	Stepfather	Stepmother	Stepsister	Stepbrother
Stepchild	Father-In-Law	Mother-In-Law		

Or any other relative domiciled in the Member's household.

- 2. Special leave of one (1) shift with pay shall be granted to a Member in the event of the death of a:

Grandchild	Grandmother	Grandfather	Brother-In-Law
Sister-In-Law	Aunt	Uncle	Cousin

- 3. Additional time may be granted at the discretion of the Fire Chief or designee for purposes of attending the funeral of another relative or a Town employee.

**ARTICLE XXXI PERSONAL LEAVE**

- 1. Members shall be granted one (1) personal day per fiscal year (one shift per fiscal year) under the following conditions:



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- A. Member must give at least twenty-four (24) hours' notice, which may be waived at the discretion of the Chief or designee.
- B. A maximum of four (4) Members may take personal leave on the same day, as long as coverage can be hired.
- C. Personal days shall be granted in the chronological order they were submitted and not by seniority.
- D. Personal days shall not be taken on holidays.
- E. Personal days may be taken in four (4) hour increments as long as coverage can be hired.
- F. Personal days take priority over vacation days since personal days are forfeited if not used. Personal days will not however, take priority over personal and vacation days selected in the first round as defined in Article XVII Vacations.
- G. It may be necessary to implement a holdover to cover a personal day so that another Member will not forfeit his/her day due to the end of the fiscal year.
- H. Any unused personal day will not be paid out upon separation, regardless whether the separation is voluntary or involuntary.

**ARTICLE XXXII PARAMEDIC CERTIFICATIONS**

In the event a paramedic certification is lost or forfeited, the affected Member, upon reasonable notice to the Town, will revert to either his/her Firefighter or Lieutenant Rank with no loss of seniority or benefits including step position on the salary scale (see Appendix A). For example, a FF/PARA at Step 5 will remain at Step 5 on the FF/EMT scale. In the event a Firefighter or Lieutenant gains a paramedic certification, they will be placed at the same step level in the appropriate paramedic salary scale (e.g., a Step 5 Firefighter who gains a paramedic certification shall be placed at Step 5 in the Firefighter/Medic scale).

**ARTICLE XXXIII TRAINING**

- 1. The Town agrees to pay all educational and/or training costs associated with:
  - i) Members maintaining all levels of EMT certification
  - ii) Telecommunications Operators and the Telecommunications Supervisor maintaining Emergency Medical Dispatcher Emergency and Public Safety Telecommunicator 1 certification.

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2. The Town agrees to provide coverage of those Members on duty to attend required training (i.e., in service training at hospitals), and to pay the off-duty Members time and one half (1 1/2) his/her respective rate to attend the training.
3. All courses are subject to approval by the Fire Chief.

**ARTICLE XXXIV MAINTENANCE OF MEMBERSHIP**

This Article involves only the relationship between the Association and its members. The Town takes no position on any statement in this Article. The Town requires only that all newly hired employees are provided a copy of this Article when asked to join the Association.

The Association requires that an employee who joins the Association after the signing of this Agreement shall remain a member of the Association during the terms of this Agreement period. An employee may withdraw from the Association within 30 days of the end of each contract year in writing to the Town and Association.

It is the Association's position that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Association requires that the Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

This Article is for informational purposes and the Town will not be held liable for any disputes arising from said paragraphs.

**ARTICLE XXXV HOLDOVER**

1. An annual list for the purpose of tallying mandatory overtime hours accumulated per Member shall be maintained by management and be posted in a common area for all employees to view.
2. In the event that a Member is required to be held over, selection of the Member to be held over shall be determined by the following criteria:
  - A. All on-duty Members within the rank/classification of the position that needs to be held over, shall be considered, regardless of what station they are working at. (Example: Lieutenants for Lieutenants, Firefighter/Paramedics for Firefighter/Paramedics and Firefighters for Firefighters).

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Lieutenant/Paramedics who are working in the capacity of a Paramedic will be eligible for Holdover in the classification of Paramedic.

- B. The Member within rank/classification who has the least number of mandatory overtime hours shall be selected for hold over.
  - C. In the event of a tie, the Member with the least seniority shall be selected for hold-over.
  - D. Hours accrued for holdover will not be added to the main hour list.
3. The held over Member may continue to work diligently to find coverage for this shift.
4. In no way shall this article prevent Members from attempting to work out a solution among themselves. If another on-duty Member opts to stay for the Member selected for hold-over, then the Member staying shall have the hours worked applied to his/her mandatory overtime tally.

**ARTICLE XXXVI PROMOTIONS**

1. Eligibility for Lieutenant: The candidate must meet the following minimum requirements at the time of participating in the process:
  - A. Completed FOUR (4) consecutive years of employment as a full-time Firefighter with the Town of Londonderry, NH
  - B. Possess Fire Instructor I
  - C. Possess Fire Officer I
  - D. Possess Firefighter Level 3
  - E. Possess either HazMat Technician (State or IAFF) AND Fire Inspector I OR 60 accredited college credits.
2. Promotion to Lieutenant will be accomplished by the following annual one-hundred (100) point process consisting of:
  - A. Written Exam
  - B. Oral Board

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C. Assessment Center

D. Longevity Points

**3. Process:**

A. An annual written Examination shall be given in September, by a mutually agreed upon (Fire Chief and Union) testing agency (i.e. NH Fire Academy), at a mutually agreed upon location (Fire Chief and Union). A list of books that will be used for the test bank and the percentages of the questions used from each book will be mutually agreed upon by the Union and Fire Chief, prior to the test date, and posted at least three (3) months prior to the test. The Written Examination will account for a maximum of twenty (20) points.

B. An Oral Board will be held annually in September, consisting of an interview panel comprised of a minimum of three (3) and maximum of five (5) individuals whom are not associated with the Londonderry Fire Department. The location, date, and time will be agreed upon by the Union and the Fire Chief. Oral Board Members must rank at the level of Fire Lieutenant or higher, or be members of Town's Administration. The Oral Board will account for a maximum of twenty (20) points.

C. An Assessment Center will be administered annually in September, by a mutually agreed upon testing entity (Executive Board and Fire Chief). The Assessment Center will account for a maximum of fifty (50) points. The Assessment Center process may encompass scenarios from certain topics, including but not limited to:

1. Fire Ground Strategy & Tactics
2. EMS Management Scenario
3. Public Interaction Scenario
4. Training Scenario
5. Human Resource based Scenario
6. Scheduling or shift-based scenario

D. Once all portions of the process are complete, all Candidates' scores will be calculated resulting in the combined score of the written, assessment center, and oral board portions of the process (Maximum of ninety (90) points).

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- E. A maximum of ten (10) points shall be accorded for longevity, based on time-in-service with the Town of Londonderry Fire Department. Employees will get one (1) point for every year of service, up to a total of ten (10) points. Time-in-service will be calculated in whole-years only, and as of September 1<sup>st</sup> of each year. This score will be added to the combined score of the Written, Assessment, and Oral board portions of the process to determine placement on the promotional list. Only candidates with a total combined score of seventy (70) points or greater shall be placed on the promotional list, and list will be ranked by score, highest to lowest.
- F. In the event of a tie score, the Member with higher seniority shall place higher on the list.
4. The Fire Chief shall pick from the top five (5) candidates on the list.
  5. The eligibility list will remain in effect for one year from the date posted.
  6. Candidates will have the ability to request all score sheets and evaluator-based remarks for all components of the exam. The written exam questions, answers, tactical objectives, or oral board questions are not eligible for review by the Candidates so as to not compromise future versions of the promotional process.
  7. Once promoted, seniority within rank will be determined by time in grade.
  8. In the event that all candidates have been promoted and additional openings remain or become available, the Union and Fire Chief may agree to hold another promotional process during the year.
  9. The promotional list will remain “active” during the year, and update accordingly as Members either become promoted or retire. The scores will remain the same.
  10. For the positions of Telecommunications Supervisor and Fire Inspector, it is agreed that the Town reserves and shall have the right to hire based on qualifications; however, when qualified employee candidates exist within the judgment of the Town, promotion to the position of Telecommunications Supervisor or Fire Inspector shall be made from the ranks of employees who are already employed by the Town at the time of a vacancy.

**ARTICLE XXXVII ASSIGNED STATIONS**

1. Members shall be granted assigned stations as long as it does not interfere with the operation of the department as determined at the sole discretion of the Chief, which shall not be subject to the grievance procedure.
2. Stations shall be selected by seniority.

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3. The Chief may temporarily re-assign Members to the other stations for a period of time no longer than one month (thirty (30) days) each, during a calendar year for the purpose of re-familiarization of those stations, his/her personnel, equipment, or districts. A two (2) week notice (14 days) shall be given to each Member that is affected if this re-assignment takes place.
4. Probationary employees will have priority of assignment and if necessary, a Member will be moved to another station for the period of time necessary for the probationary employee to pass probation.
5. Members shall give two (2) months' notice to change station assignment, and only be allowed one (1) station change per calendar year.
6. This Article shall not interfere with Article XXV.

**ARTICLE XXXVIII      MEMBER TRANSFERS**

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

**ARTICLE XXXIX      TEMPORARY ASSIGNMENT**

Temporary Positions. From time to time, the Town may deem it necessary to fill positions within the fire department on a temporary basis. In filling temporary positions, the Town will adhere to the following process:

- A. Members will only be offered or assigned to temporary positions that are within the Fire Department.
- B. Members assigned to temporary positions shall remain Members of the Union throughout the temporary assignment.
- C. Except as specifically agreed upon by the Union and the Town, the wages, benefits and other terms and conditions of employment for Members on temporary assignment shall be in accordance with the collective bargaining Agreement in effect at the time. The Member will retain and continue to accrue seniority and other benefits in accordance with the collective bargaining Agreement between the Town and the Union.
- D. If the Town decides to offer or assign a temporary position within the Fire Department to a Member, written notice of the offer/assignment shall be posted and forwarded to the Union President. The posting shall last for not less than fourteen (14) calendar days. The posting shall include a

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description of the position, the anticipated length of the assignment, the work hours, and the wages and benefits for the temporary position

- E. Selection Process: If the Town decides to offer or assign a temporary position to a Member, it shall use the following selection process:
1. Temporary positions shall only be offered or assigned to Members with the necessary qualifications.
  2. Members will not be offered or assigned temporary positions outside of his/her classification for purposes of the New Hampshire Retirement System.
  - ~~3.~~ For the position of *temporary Lieutenant*, the Fire Chief can offer the temporary position to any of the top five (5) Members on the Lieutenant Eligibility List.
  4. If there is no current promotion list, the Town shall offer the position to the Member at the top of the applicable seniority list who possesses the necessary qualifications for the position. If not accepted by the Member at the top of such applicable seniority list, it shall be offered to the other Members on the list, in descending order, until someone accepts the temporary position. If no one voluntarily accepts the position, the Town may assign the position to the Member at the bottom of the applicable seniority list.
  5. No Member may serve in a temporary assignment longer than ninety (90) calendar days. If the temporary position will exist for longer than ninety (90) days, the Town shall again follow the procedures described in sections 3 and 4, above, to select a Member for the assignment. If using the applicable list, no Member volunteers for the assignment, and the Member who has filled the interim assignment is willing to continue in that capacity, they may be so assigned for a maximum of an additional ninety (90) calendar days.
  6. No temporary position will last for longer than 18 months.
  7. Members offered or assigned to temporary positions will be compensated at the higher of the rate of pay in his/her regular assignment or the temporary position rate.
  8. Members offered or assigned to interim positions shall work the hours and work schedules of the temporary position and shall otherwise perform all of the duties and responsibilities of the assignment.

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9. The Member on temporary assignment will be considered to be in the classification of his/her “acting” capacity. Overtime will be administered according to Article XXIII. Swaps will be administered pursuant to Article XXVIII. However, a Member on temporary assignment may fulfill preexisting swap responsibilities incurred prior to the temporary assignments.
10. At the end of a temporary position assignment, the Member shall return to the position held prior to the assignment.
11. This Agreement is not intended to interfere with the rights of Members of other bargaining units. It shall be the responsibility of the Town to reconcile this Agreement with the provisions of its other collective bargaining obligations. The Town shall indemnify and hold the Union harmless in this regard.

**ARTICLE XL EFFECT OF AGREEMENT**

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

**ARTICLE XLI DURATION OF THIS AGREEMENT**

This Agreement shall be in force and effect from **July 1<sup>st</sup>, 2022** through **June 30<sup>th</sup>, 2027**.



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FOR THE UNION

FOR THE TOWN OF LONDONDERRY

DocuSigned by:

*Christopher A. Schofield*

6/29/2022

75436CE7F11744D...

DocuSigned by:

*Mike Malaguti*

6/29/2022

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Londonderry Professional Firefighter's Association  
N.H. Local 3160  
By its duly authorized President

Town Manager  
Town of Londonderry, NH

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**APPENDIX A      STEP TABLE**

<b>Firefighter</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 22.93	\$ 24.93	\$ 26.43	\$ 27.93	\$ 29.43	\$ 30.78
<i>Annual Salary (2184 hours):</i>	\$ 50,079.12	\$ 54,447.12	\$ 57,723.12	\$ 60,999.12	\$ 64,275.12	\$ 67,223.52

<b>Firefighter/Paramedic</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 26.85	\$ 28.26	\$ 29.37	\$ 30.57	\$ 31.77	\$ 32.97
<i>Annual Salary (2184 hours):</i>	\$ 58,640.40	\$ 61,719.84	\$ 64,144.08	\$ 66,764.88	\$ 69,385.68	\$ 72,006.48

<b>Lieutenant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 31.28	\$ 32.45	\$ 33.59	\$ 34.60	\$ 35.46	\$ 36.20
<i>Annual Salary (2184 hours):</i>	\$ 68,315.52	\$ 70,877.35	\$ 73,358.06	\$ 75,558.80	\$ 77,447.77	\$ 79,060.80

<b>Lieutenant/Paramedic</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 33.05	\$ 34.25	\$ 35.75	\$ 36.95	\$ 37.95	\$ 39.01
<i>Annual Salary (2184 hours):</i>	\$ 72,181.20	\$ 74,802.00	\$ 78,078.00	\$ 80,698.80	\$ 82,882.80	\$ 85,197.84

<b>Telecommunications Operator</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 22.41	\$ 23.32	\$ 24.23	\$ 25.14	\$ 26.05	\$ 27.02
<i>Annual Salary (2080 hours):</i>	\$ 46,612.80	\$ 48,505.60	\$ 50,398.40	\$ 52,291.20	\$ 54,184.00	\$ 56,201.60

<b>Supervisor - Telecommunications Operator</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<i>Hourly Rate:</i>	\$ 28.12	\$ 29.37	\$ 30.62	\$ 31.87	\$ 33.12	\$ 34.42
<i>Annual Salary (2080 hours):</i>	\$ 58,489.60	\$ 61,089.60	\$ 63,689.60	\$ 66,289.60	\$ 68,889.60	\$ 71,593.60