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AGREEMENT BETWEEN

THE TOWN OF GOFFSTOWN

AND

THE PROFESSIONAL FIREFIGHTERS OF GOFFSTOWN

LOCAL 3420, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Town Meeting, March, 2008

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ARTICLE 1
PREAMBLE

1.1 This Agreement is entered into by and between the Town of Goffstown, New Hampshire, hereinafter referred to as the "Employer", and the Professional Firefighters of Goffstown, Local #3420, International Association of Firefighters, as recognized by the State of New Hampshire Public Employee Labor Relations Board, hereinafter referred to as the Union.

1.2 Nothing in this agreement, except where specifically stated, is intended to abrogate, amend or modify any currently existing written standard, personnel regulation or departmental rule, whether promulgated by the Goffstown Fire Department or the Town of Goffstown.

1.3 Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time regular firefighters and full-time regular lieutenants within the Goffstown Fire Department and only these regular full-time employees are covered by this Agreement.

2.2 All other present and future employees of the Town or Fire Department, including but not limited to, supervisors, professional, confidential, probationary, temporary, seasonal, call per diem or part-time are excluded from coverage or recognition under this agreement.

2.3 The Union recognizes the Town of Goffstown, NH as the primary Employer of all Union employees within this bargaining unit.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 It is agreed that except as delegated, abridged, granted or modified by this agreement, all of the rights, powers, and authority the Town had prior to the signing of this agreement are retained by the Town and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance.

3.2 Management of the Town, its operation, direction of the workforce and the authority to execute all the various duties, functions and responsibilities in connection therewith are vested in the Town. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.

3.3 It is understood and agreed that the Town has all the customary and usual rights, powers, functions and authority of management.

3.4 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

3.4.1 To plan, direct, supervise and control all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.

3.4.2 To determine the need for and the qualifications of new employees, transfers and promotions.

3.4.3 To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.

3.4.4 To assign shifts within established hours of work and schedules, and work locations.

3.4.5 To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or any other reasons.

3.4.6 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

3.4.7 To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto. Although not anticipated the Town reserves the management right of furloughs or other methods, to deal appropriately with a financial crisis within the Department or Town budget.

3.4.8 To discipline, suspend, demote or discharge an employee for just cause following the procedures outlines in Article 12.

3.4.9 To assign and distribute work.

3.4.10 To determine the need for additional educational courses, training programs, on-the-job training and intradepartmental cross-training.

3.4.11 To determine the mission, policy and standards of service offered to the public.

3.4.12 The Town may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE 4
DUES

4.1 **Dues Deductions.** The Employer agrees to deduct, each pay period, dues and assessments in an amount certified to be current by the secretary/treasurer of the local Union from the pay of those employees who individually request in writing such deductions be made.

4.2 **Electronic Deposit.** During the term of this Agreement and in accordance with the terms, automatic deduction and direct deposit with the financial institution agreed upon by the Union and the Town, the Town agrees to deduct the Union membership due, levied in accordance with the bylaws of the union from the pay of each collective bargaining

unit member and shall remit the total amount directly payable to the financial institution designated. Such remittance shall be made each payday.

4.3 **Service Fee(s).** Bargaining unit employees who opt not to join the Union may pay a fair share service fee(s) to the Union through the electronic deposit procedure defined above.

ARTICLE 5
DISCRIMINATION

5.1 The parties to this agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, or any other class protected by law.

ARTICLE 6
UNION ACTIVITY & BUSINESS

6.1 **Union Activity**

6.1.1 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

6.1.2 There shall be no discrimination, interference, restraint or coercion by the Union or bargaining unit employees against any employee for his lack of activity on behalf of, or non-membership in, the Union.

6.1.3 No Union member, employee or agent of the Union shall attempt to intimidate, harass, threaten or in any way coerce any non-Union employee to join the Union or cooperate in Union activities against the wishes of said employee or prevent anyone, belonging to a Union or not, from working for the Town.

6.2 **Interference with Town Operations Prohibited**

6.2.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling which in any way interferes with the operations of the Town.

6.2.2 The Union will not participate in multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Fire Department, other Town departments or Town of Goffstown government during the term of this Agreement.

6.3 **No Lockouts.** The Town shall not conduct or condone a lockout of Union employees.

6.4 **Union Business**

6.4.1 The Union shall annually be allowed six (6) days (72 hours) leave, without pay, to perform their Union functions including but not limited to attendance at regular and special meetings, conventions, seminars and conferences. Only two (2) members shall be on leave at the same time for these Union functions.

6.4.2 Two (2) members of the Union, the grievant and the union representative, shall be allowed to participate in grievance procedures without a loss of pay.

6.4.3 Two (2) members of the Union, the member being disciplined and the union representative if requested by the member being disciplined, may participate in the disciplinary process without a loss of pay.

6.4.4 Two (2) members shall be allowed to participate in meetings, which are mutually set by the Employer and the Union.

6. 4.5 The Union shall be permitted to hold at least one meeting per month at a town facility provided the meeting does not conflict with training or other scheduled uses and is not during working hours. The Union shall notify the Fire Chief at least three days in advance of such meeting and request his approval. Such approval shall not be unreasonably denied but may be denied for space, safety or conflicting scheduling purposes.

6.5 Bulletin Board Space

6.5.1 The Employer shall provide space in all stations in a mutually agreed upon location for a bulletin board, not to exceed the largest one currently in use.

6.5.2 The posting of materials on the Union bulletin board will be limited to union business communications between the local union and its membership.

6.6 Union Clothing & Accessories

6.6.1 All members of the Union will be allowed to wear a small (no greater than one inch diameter) identification pin bearing the Union name, initials or logo located on the uniform in an appropriate area as designated by the Chief.

6.6.2 All members of the Union shall be allowed to add "IAFF LOCAL 3420", font size not to exceed 30 point, to the Department logo currently accepted and applied to tee shirts, ball caps, uniforms at the expense of the employee if there is a cost.

6.6.3 Small IAFF flags may be temporarily mounted and displayed on fire apparatus during parades. Fire Prevention week, and during the anniversary of the tragedy of September 11, 2001.

ARTICLE 7
PRINTING AND SUPPLYING AGREEMENT
AGREEMENT DISTRIBUTION

7.1 Within one week of a signed contract, a copy will be provided to those covered employees that are presently employed on a one-time basis. The cost shall be split by the Town and Union.

7.2 All new employees covered by this contract will be provided a copy of this agreement upon hire; town may choose to provide an electronic copy.

ARTICLE 8
RULES AND REGULATIONS

8.1 Rules and regulations in effect on the date of the prior agreement relating to wages, hours and conditions of employment shall be a formal part of this agreement.

8.2 New rules, or changes in rules, which affect wages, hours or conditions of employment, shall be accomplished through mutual consent during the term of this agreement.

8.3 If any conflict arises between this agreement and any existing part of the rules or regulations governing wages, hours or conditions of employment, then this agreement shall take precedence.

8.4 The following employee policies and procedures (non-cost items) which are not regulated by this Agreement will be regulated by the 2007 Town of Goffstown Personnel Plan attached in Appendix C

- Article X, Section I -Sexual Harassment policy
- Article XII Use of Town Computers and Communications Systems
- Article IV Section X – Family and Medical Leave Act

8.4.1 The Town will provide training to bargaining unit members as needed for the above referenced Personnel Plan policies. Initial training for new employees will occur within one year of their hire date. Refresher training will occur a minimum of every two years. Initial training for this collective bargaining agreement will occur within one year of ratification at Town meeting.

8.5 This serves as notice to all members that an Employee Assistance Program (EAP) is available to them should they require such assistance.

ARTICLE 9
RESIDENCY REQUIREMENT

9.1 All members of the bargaining unit shall be required to reside within a thirty (30) minutes drive (at posted speed limits) to any fire station in Goffstown. Drive time will be determined by a recognized internet mapping service.

9.2 The Fire Chief may grant exceptions to the residency requirement for up to 25% of the union membership. The Chief's decision is not grievable.

9.2 All employees must establish compliance with this requirement prior to the end of their probationary period and continue to maintain such residency as a condition of employment. The Chief will have flexibility to extend this deadline to establish residency.

9.3 The Fire Chief shall develop a SOP to address call backs. Bargaining unit members who return for a callback shall be paid a minimum of three (3) hours.

ARTICLE 10
DEFINITION OF SENIORITY & SENIORITY LISTS

10.1 Definition of Seniority

10.1.1 Departmental Seniority shall be determined by continuous full-time service in the Goffstown Fire Department calculated from the date of employment.

10.1.2 Rank Seniority shall be established from the date the employee is promoted into the rank of classification he currently occupies.

10.2 Seniority List Maintenance.

10.2.1 The Fire Chief shall prepare and maintain a Departmental Seniority list of all collective bargaining unit members ranked from most senior to most junior and said list shall include each member's name, rank, and date of hire.

10.2.2 The Fire Chief will provide an updated list by July 1st each year to the Union President for posting on the Union Bulletin Boards.

10.3 Avoiding Discrepancies. If two employees are hired on the same date, the Chief will determine the seniority of those individuals at the time of hire.

ARTICLE 11
PERSONNEL REDUCTION

11.1 Layoffs. Management may lay off an employee in the service to the Town by reason of shortage of work and/or funds abolition of the positions, other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee.

11.2 Seniority Based Reduction.

11.2.1 In the case of personnel reduction (layoffs) the employee with the least departmental seniority shall be laid off first.

11.2.2 Employees shall be recalled in order of their departmental seniority. The length of full-time employment in the fire department shall constitute departmental seniority.

11.2.3 No new employees shall be hired until all laid off employees have been given at least 21 days opportunity to return to work.

11.2.4 It shall be the responsibility of the Union to maintain accurate addresses for all laid off employees and mail forwarded to such employees by the Town at an address supplied by the Union and refused, returned or not responded to within 21 days of mailing shall be considered refusal on the part of the employee to accept a recall to employment and the employee shall forfeit all rights under this section.

11.2.5 Further, 18 months after the employee's initial date of layoff, the layoff shall be considered permanent and the employee shall have no further rights under this section or this contract.

11.3 Layoff Notification.

11.3.1 Management shall give written notice to the employee of any proposed layoff and reasons therefore at least 30 days before the effective date of the action. A copy of such notice shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

11.3.2 A layoff shall be considered an Honorable Discharge and so indicated in the laid off employee's personnel folder.

11.4 Vacant Shifts.

11.4.1 In the case of personnel reductions (layoffs) the employee(s) who have been laid off, shall be given preference at filling all vacant shifts.

11.4.2 These include, but are not limited to, all shifts from Monday through Sunday and any and all holiday shifts.

11.5 Payments Due at Layoff.

11.5.1 An employee who is laid off shall be paid for all accrued but unused vacation and personal time.

11.5.2 If employee has been employed by the Town for at least ten (10) years, then half of employee's accrued but unused sick leave will be paid.

11.5.3 Payment will be made in the employee's last paycheck.

11.6 Rehire Following a Layoff.

11.6.1 If employee is rehired full-time within 18 months of layoff, then credit is given for previous years of employment when calculating seniority.

11.6.2 Layoff time does not count in seniority calculations.

11.7 Resignations.

11.7.1 Resignations shall be submitted in writing to the Fire Chief.

11.7.2 The resignation of any employee shall be deemed to have been accepted by the Fire Chief of his or her designee following two business days (Monday through Friday) from submission.

ARTICLE 12
DISCIPLINE

12.1 Disciplinary Action.

12.1.1 Fire Chief or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other sufficient cause, or as defined in **Article 12**.

12.1.2 A written statement setting forth the reasons for such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder

12.1.3 Disciplinary action or removal may be taken for a single violation or successive violations of a dissimilar nature.

12.2 Disciplinary Steps. All discipline shall be for just cause and shall be appropriate for the infraction for which the disciplinary action is taken. The following progressive discipline shall be followed unless the seriousness of the infraction warrants bypassing steps.

12.1.1 verbal warning;

12.1.2 written warning;

12.1.3 suspension without pay;

12.1.4 demotion;

12.1.5 discharge.

12.3 **Representation.**

12.3.1 The member shall have the right to have a union representative present at all meetings, hearings, and discussions when management is contemplating issuing discipline to any member. However, unavailability of a union representative does not postpone disciplinary action.

12.3.2 Union members subject to disciplinary action may choose any member of the union as their representative; it is recommended that representation be provided by an officer of the Union Executive Board.

12.4 Demotions.

12.4.1 Fire Chief may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause.

12.4.2 A written statement for the reasons for any such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

12.5 Cause for Removal. Cause for removal from the service of the Town shall include, but not necessarily be limited to, the following:

12.5.1 Neglect of duty

12.5.2 Incompetence or inefficiency

12.5.3 Inability to perform the essential functions of the job, with or without accommodation. If an employee is unable to perform the essential functions of the job, the Town will make an effort to let that employee fill any vacant Town position for which the person is qualified with an appropriate adjustment in salary. This clause is not meant to violate applicable federal or state law.

12.5.4 Insubordination or serious breach of discipline

12.5.5 Under the influence of, in possession of or suffering the effects of alcohol or drugs while on duty.

12.5.6 Chronic or excessive absenteeism

12.5.7 Disorderly or immoral conduct

12.5.8 Willful violation of any of the provisions of this Agreement, departmental rules or regulations or other statutes relating to the employment of Town employees.

12.5.9 The conviction of any criminal act or offense, the conviction or punishment thereof which would impede the ability of the employee to adequately discharge all duties assigned to that employee.

12.5.10 Abuse or violation of sick leave or other departmental or Town regulations

12.5.11 Negligence of or willful damage to public property or waste of public supplies

12.5.12 Conduct unbecoming an employee in the Town service.

12.5.13 The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.

12.5.14 Serious safety violations including damage to equipment and vehicles or endangering others.

12.5.15 Sexual harassment of others as defined by State and Federal law and as outlined in the Town Personnel Policy Article X Section 1.

12.6 Documentation of Discipline.

12.6.1 Verbal warnings will be referenced by date and brief description in employee's personnel folder.

12.6.2 Written warnings, suspensions, discharge notices shall be in written form and identify the reason for the disciplinary action, and any suggested corrective action the employee should undertake.

12.6.3 Employee shall receive a copy of any written disciplinary (listed in Article 12) action.

12.6.4 Verbal warnings will be removed after one (1) year, provided there are no other infractions of a similar nature.

12.7 Review of Personnel Records.

12.7.1 Any employee may, at any time, request to review his Personnel Record (s) maintained by the Employer. The Employer shall not unreasonably deny a request for review; the employee shall be provided his Personnel Record(s) at a mutually-agreeable time and location.

12.7.2 Pursuant to State of New Hampshire RSA 275:56, as amended, if upon inspection of his or her Personnel File(s), an employee feels that a record contained therein

should be removed or corrected in writing, he may so request of the Fire Chief. If such request is denied, the employee may submit a written statement for the file(s) explaining his version of the information contained therein, with evidence supporting such version. Such statement shall be maintained as part of the employee's Personnel Record.

ARTICLE 13
GRIEVANCE PROCEDURE

13.1 A grievance shall be defined as an alleged violation, misinterpretation or misapplication with respect to one or more members of the bargaining unit of any provision of this agreement. See RSA 273-A:1, V. Grievances shall be resolved at the lowest possible level in the chain of command.

13.2 Fire Chief

Grievances shall be processed in the following manner: Any grievance shall be filed by the employee in writing within ten (10) calendar days from the date of occurrence violation with the Fire Chief. The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the Article and Section of this Agreement, which the employee or the designated representative feels have been violated. The employee shall be required to sign the original grievance filed with the Fire Chief and state the requested corrective action. Within ten (10) calendar days of receipt of the grievance, the Fire Chief shall conduct an informal inquiry concerning the grievance and render a decision in writing by no later than the close of the normal business day of the tenth (10th) day. The time requirements under this step may be extended by mutual written consent of the Fire Chief and the employee and/or the designated representative.

13.3 Personnel Advisory Board

If the decision of the Fire Chief is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, the employee may within ten (10) calendar days request that a Personnel Advisory Board be convened to hear the grievance. Within ten (10) days of the receipt of the employee's request, both the bargaining unit and the Board of Selectmen shall name a representative to the Board. The two representatives shall then meet in a timely fashion and select the third and final member, who shall be a resident of the Town of Goffstown. In the event that the representative members are unable to agree upon the identity of a third board member, then the same shall be appointed by the New Hampshire Public Employees Labor Relations Board. Any costs associated with the convening of the PAB, including any costs associated with the appointment of a third member, shall be born by the parties equally. A decision shall be rendered by the PAB within fifteen (15) days from the conclusion of its last hearing session on the matter.

13.4 Board of Selectmen

If the decision of the PAB is found to be unsatisfactory. **or** if no decision has been rendered during the time period specified above, either party may within ten (10) calendar days appeal in writing to the Board of Selectmen. The appeal shall contain the same

information as required in prior steps within the grievance process. The Board of Selectmen shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render its decision in writing within fifteen (15) days from the close of their final hearing date. The decision of the Board of Selectmen shall be final and not subject to further appeal or redetermination.

13.5 The foregoing time limits may be extended by mutual agreement of the Town and the Union.

ARTICLE 14
PAY

14.1 Bargaining unit employees shall be paid on the merit system discussed below in accordance with the pay matrix attached hereto as Appendix A.

14.2 Lieutenants shall be paid in accordance with the Lieutenant which is 10% more than the Fire Fighter matrix. Requirements to be a Lieutenant includes all certifications required of a Fire Fighter Step I and Company Officer certification.

14.2.1 The matrix as contained in Appendix A reflects increases according to the following schedule:

July 1, 2008 new matrix
July 1, 2009 5%
July 1, 2010 5%

Step adjustments shall occur on July 1st of each year for those employees entitled to same. If the State changes the titles or qualifications of certifications, management and the bargaining unit agree to discuss how best to treat the change on this step schedule. A firefighter shall not be denied advancement through the matrix based solely on the unavailability of required certification classes. Both parties agree and support bargaining unit members who make a good faith effort to complete outstanding required certifications at the earliest opportunity.

14.2.2 Members of the bargaining unit holding emergency medical technician intermediate (EMT-I) certification from the State of New Hampshire shall receive a pay differential bonus in the amount of $1.00 per hour. Members of the bargaining unit holding paramedic (EMT-P) certification from the State of New Hampshire shall receive a pay differential $1.50 per hour. 14.2.3

Movement through the wage matrix (Appendix A) shall be governed by the terms and conditions of this subsection. Entry level firefighters shall be paid at Step A from the date of their first employment through the completion of their year of employment and shall be required to hold a valid New Hampshire Operator's License for all motor vehicles operated by the Goffstown Fire Department, FF-I-A & B, and EMT-B.

14.2.4 Movement to Step B shall be after the completion of the first year of service and the holding of the following certificates and licenses: C2F2, EMT-I and Hazardous Materials Operations. Fire Prevention is exempt from the EMT-I requirement.

14.2.5 Movement to Step C shall be upon the completion of two years' service and the holding of the following certificates and licenses: Goffstown Fire Department Driver/ Pump Operator Certification or recognized equivalent.

14.2.6 Movement to Step D shall be upon the completion of the third year of service.

14.2.7 Movement to Step E shall be upon the completion of the fourth year of service and the holding of the following certification: Hazmat Decontamination (DECON) Certification or Hazmat Technician Certification.

14.2.8 Movement to Step F shall require the completion of five years' service and the holding of the Firefighters III Certificate.

14.2.9 Movement to Step G shall require no further licenses or certification beyond those required for movement to Step F but shall be after the completion of six years' service.

14.2.10 Movement to Step H shall require no further licenses or certification beyond those required for movement to Step G but shall be after the completion of seven years' service.

14.2.11 Movement to Step I shall require no further licenses or certifications current beyond those required for movement to Step H but shall be after completion of eight years of service.

14.2.12 It shall be a requirement for maintenance at any given step level that all required certificates and/or licenses to attain said level are maintained in good standing. The town reserves the right to place new firefighters at the appropriate level in the matrix based on certifications, licenses and years of experience. This shall guide advancement through the matrix.

14.3 Hours of Work

The parties agree that the hours of work are hereby attached as Appendix B.

14.4 Overtime

Overtime shall be paid for actual time worked in excess of the bargaining unit members scheduled work week. Overtime shall be paid to the nearest hour. Excused or unexcused absences, in any form of leave granted pursuant to this contract shall not count as time worked for purposes of computing overtime. The overtime rate shall be calculated as one and one-half (1 ½) times the "regular hourly rate" as that term is defined by federal law.

14.5 Working-Out-Of-Classification. When an employee who performs the responsibilities and duties of a rank above that which he normally holds for a period equal to or in excess of one full shift as a block, he shall be paid at the rate for that rank while so acting.

14.6 **Longevity.** Upon completion of the 8th year of service, and every two years thereafter, through the 20th year, employees will receive longevity pay at the rate of $7.50 per week, to be paid in a lump sum (less taxes) in the first week of December. Those hired on or after November 1st in any given year will count the following year as their first full year of service. This benefit will be calculated on a twelve month period from the first week of November to the last week of October. Employees who separate prior to November in any given year shall be paid on a pro rata basis for the year. Longevity pay will accumulate therefore, as follows:

YEAR	RATE/WEEK	ANNUAL PAYMENT
8	$ 7.50	$390.00
10	$15.00	$780.00
12	$22.50	$1,170.00
14	$30.00	$1,560.00
16	$37.50	$1,950.00
18	$45.00	$2,340.00
20 and thereafter	$52.50	$2,730.00

14.7 **Compensatory Time.** All members of the bargaining unit shall be allowed to accumulate up to a maximum of 48 hours of compensatory time within a calendar year, as opposed to receiving overtime pay, at the employee's option. Compensatory time will be credited to the employee at time and one-half the employees' regular rate, subject to the approval of the Chief or his/her designee. Notification by the employee of an intention to use compensatory time shall be no more than fifteen (15) days and no less than five (5) days. The employee shall always retain the right to receive financial compensation as opposed to the use of compensatory time. All compensatory time shall be utilized within the same calendar year in which it is earned. No accumulation from compensatory time shall carry forward from one year to a future year. Any accumulated compensatory time, not to exceed 36 hours, shall be paid to the employee at the same pay rate at the time accrued by the town in the final paycheck of any given calendar year.

14.8 Any bargaining unit member who is not a lieutenant, and who had earned company officer certification prior to approval at Town Meeting in 2008 shall continue to receive the "company officer incentive" of $0.50 per hour added to their base pay.

ARTICLE 15
SHIFTS

15.1 **Shift Exchange**

Members shall have the right to exchange days off and/or shifts of equal length when the changes do not affect the staffing levels of the department and with the approval of the Fire Chief or the Chief's designated officer, which approval shall not be unreasonably withheld. It is understood that swaps will NOT impact the calculation of overtime.

ARTICLE 16
UNIFORMS & EQUIPMENT

16.1 Uniforms

16.1.1 **New Employee Uniform.** The Department shall furnish each new employee with sufficient uniforms as may be prescribed by the Department but not less than:
Five (5) Class C Uniform Shirts
Four (4) Pants
One (1) Class B Uniform Shirt (long sleeve)
One (1) Belt
One (1) Uniform Coat
One (1) Shirt Badge
One (1) Coat Badge
One (1) Name Plate
One (1) Bell-Top Dress Cap with badge and related accessories
One hundred twenty five dollars ($125) towards shoes or boots

16.1.2 **Annual Uniform Upgrade:**
Five (5) Class C Shirts
Four (4) Pants
One (1) Belt
One hundred twenty-five Dollars ($125) towards shoes or boots (as needed)
One (1) Uniform Coat (as needed)
The Fire Chief and the Union will work towards the establishment of a quartermaster and/or voucher system for annual uniform upgrades. This work will be completed prior to the expiration of this contract.

16.1. 2 **Uniform Allowance:**

No alterations to uniforms or other attire may be made except as approved by the Chief of the Fire Department. If an employee elects not to obtain one or more of the items in section 16.1.2 because existing gear is serviceable, he may use that money towards articles of outer garments within the dress code and/or a Class A uniform. However, an item can only be used once for credit purposes. The supervisor shall have authority to approve serviceability of clothing per the dress code.

16.1.4 **On-Duty Damage to Uniforms.** In the event that an employee's department issued uniform, accessories or equipment are damaged beyond repair while on-duty (not simply worn-out), the Employer shall provide him replacement items.

16.1.5 **Uniform Washing, Drying, & Storage Facilities**
For the purpose of preventing the spread of communicable diseases or hazardous material contamination, and in compliance with the Department's Infection Control Plan, the Employer shall allow the washing and drying of uniforms provided that the uniform was contaminated by blood borne pathogens or toxic

substances. Such activity may be done while on duty provided that such activity does not interfere with the employee's productivity.

16.2 Personal Protective Equipment

16.2.1 **Equipment Provided.** Each employee shall be provided with a complete set of structural firefighting protective equipment. This is to include the following:

One (1) Pair Bunker Boots
One (1) Pair Bunker Pants with Suspenders
One (1) Jacket
One (1) Hood (Long Bib Type)
One (1) Helmet with Eye Protection System
One (1) Pair Leather Gloves

16.2.2 **Protective Equipment Washing, Drying & Storage.** For the purpose of preventing the spread of communicable diseases or hazardous material contamination, the Employer shall provide appropriate facilities to each employee for the washing and drying and storage of protective equipment. The Employer shall provide the necessary supplies for general maintenance of equipment. Each employee shall be responsible for washing his protective equipment at least once every six (6) months, and immediately after any known exposure to biohazards or hazardous materials. Washing and drying equipment may be accomplished while on-duty, so long as such activity does not interfere with the employee's productivity.

16.2.3 **Use of Personally Owned Protective Equipment.** Employees shall be permitted to utilize personally owned protective equipment, to include leather helmets and leather bunker boots, provided it meets or exceeds applicable NFPA standards and is consistent with the styles acceptable to the Employer. The employee shall be responsible for routine maintenance of personally owned equipment, and employer has no responsibility for repair or replacement of personally owned protective equipment.

16.2.4 **Radio Paging Device.** Each employee shall be issued a fully functional radio paging device with tone-alert capabilities for his assigned station(s). Said device shall be standard department issue and be maintained by the Department.

ARTICLE 17
MILEAGE REQUIREMENT

17.1 Whenever possible, the Town shall make a vehicle available to employees for use for Fire Department business and/or training.

17.2 Bargaining unit members required to use their private automobiles for Town approved Fire Department business shall be compensated for all travel outside the Town of Goffstown. The reimbursement rate shall be the same as other Town Department as set annually by the Board of Selectmen.

17.3 No compensation shall be paid for mileage utilized in an emergency response to a fire site, medical assistance call or other similar emergency UNLESS DIRECTED BY THE FIRE CHIEF.

ARTICLE 18
EDUCATION

18.1 General:

18.1.1 "Education" is defined as University, College or Technical School courses which are part of a degree or certificate program.

18.1.2 "Passing grade" is defined by the University, College or Technical School where enrolled.

18.1.3 "Request for Approval" – Member must submit a Request for Approval by July 1st of the year prior to enrolling in any educational program. All requests shall be considered in the order in which they are submitted.

18.1.4 "Approval" – Member will be notified in writing following Town Meeting if approval is granted.

18.2 Incentives: In addition to the wage rates established by this agreement, the Employer shall pay additional pay for successful completion of degrees/certificates offered in Fire Science, Emergency Medicine, management, safety, architecture, engineering, computer science, building trades, mechanics & engines, and job/position related degrees.

.25 Per hour Certificate or Associate's Degree
.50 Per hour Bachelor's Degree
.75 Per hour Master's or Doctorate Degree

In order to qualify for the pay differential offered in this section, said degrees shall be granted from a state approved, properly accredited institution or recognized program.

18.2.1 Upon graduation, the employee will begin receiving the appropriate educational incentive within one week of providing a copy of the certificate or diploma to the Chief.

18.3 Tuition Assistance for Required Education: If member's position or job description, because of change in policy, government regulation, or imposed Department/Town requirement, requires a degree or certificate, the Town will pay 100% of all course costs including tuition, registration, books, lab fees, test fees, course materials, and any other assessed student fees

18.4 Tuition Assistance for Optional Education: If member desires to attain a certificate or degree which is NOT required, then reimbursement will be up to 50% of course costs including tuition, registration, books, lab fees, test fees, course materials, and any other assessed student fees. 25% to be paid at time of registration and remaining 25% to be paid upon successful completion of each course. If employee does not attain a passing grade, then employee must reimburse the town.

18.5 **Other Tuition Assistance.** If a course is paid for in whole or part through Federal, State or other programs, then the town will not reimburse for such a course, it being the intent of this section to eliminate double payment of any course.

18.6 Once an employee is enrolled in a program approved by the Chief, the employee, and the Chief (or his/her designee) will determine a schedule of work to accommodate the employee's education at the least impact to Department staffing.

18. 7 Educational Reimbursement: The Town considers educational reimbursement an investment in their employees, and therefore desires to tie such investment to future years of service. Upon completion of a degree program, which the town has financially contributed to, the employee must maintain employment with the town according to the following schedule:

Certificate or Associate Degree – one (1) year of employment;
Bachelor Degree – two (2) years of employment;
Masters Degree – three (3) years of employment;
Doctorate Degree – four (4) years of employment.

If the employee does not satisfy the above years of service requirement or separates employment from the town prior to completion of the degree program, then the employee must repay the town on a prorated basis within one (1) year of termination of employment.

ARTICLE 19
TRAINING

19.1 General

Required Training Classes are defined as classes, courses, seminars, certification/recertification programs, or exercises needed to maintain employment with the Town of Goffstown, EMS recertification, or to advance through the established pay scale steps.

19.2 Availability

19.2.1 Training should be made available during full time shift hours whenever possible.

19.2.2 If a course is paid for in whole or in part through Federal or State programs, the Town will not pay for such a class, it being the intent of this section to eliminate double payment of any course.

19.3 Required Training Classes

19.3.1 Required training classes shall be paid for entirely by the Town.

19.3.2 When an employee registers for a class and does not attend the class by his/her choice, then he/she shall repay the town. Conditions outside of the employee's control that prevent or interfere with the employee's ability to attend a class shall not result in the employee having to pay for the class.

19.3.3 Employees attending required training classes or program shall be paid their appropriate hourly wages.

19.3.4 One retaking of a failed required test or failed required training class will be paid for by the town.

19.4 Optional Training Classes

19.4.1 Optional Training Classes are defined as those job related classes, which are not required, and not part of a degree program.

19.4.2 All optional training classes must be pre-approved by the Fire Chief in writing to be eligible for payment by the Department. Any optional training classes may be submitted to the Department for payment at the sole discretion of the Fire Chief.

19.4.3 The Fire Chief will give a written response on whether the Town will pay for the class and the percentage that the Town will pay. The payment can be from 0% to 100% solely at the Chief's discretion.

19.4.4 Payment is dependent upon successful completion of the optional class, and the availability of funds.

19.4.5 All requests shall be considered in the order in which they are submitted.

19.4.6 The retaking of any failed optional test or failed optional class shall be at the entire expense of the employee.

19.4.7 If any required or optional training class is paid for in whole or part through Federal or State programs, then the town will not pay for such a class, it being the intent of this section to eliminate double payment of any course.

19.5 National Emergency Training Center (NETC)

19.5.1 The NETC is the home of the National Fire Academy (NFA)/Emergency Management Institute (EMI)

19.5.2 The Department supports attendance at the NETC.

19.5.3 Employees shall have a course of desired study pursuit before requesting application to the NETC.

19.5.4 Fire Chief approval is required, and decision is non-grievable.

19.5.5 Attendance at NETC – Employee shall receive a regular weekly salary while at the school. Department will pay all associated fees (books and materials and room & board).

19.5.6 Once an employee is enrolled in a program approved by the Chief, the employee, and the Chief (or his/her designee) will determine a schedule of work to accommodate the employee's education at the least impact to Department staffing.

ARTICLE 20
COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

20.1 Upon retirement or upon leaving employment after 10 years or more of service to the Town of Goffstown, accumulated sick pay will be paid directly to the retiree, at the rate of one day's pay for every two day sick pay accumulated.

20.2 Vacation. Employee shall receive payment for all unused vacation time.

20.3 Personal Time. The employee shall receive payment for all unused personal time.

ARTICLE 21
RETIREMENT

21.1 The Board of Selectmen shall take the steps necessary to provide employees with membership in the State of New Hampshire Retirement System.

ARTICLE 22
VACATION & PERSONAL LEAVE

22.1 Vacation

Annual leave shall be accrued in hours each year to be used in the following year. On the first January 1, following the date of hire, new hires will receive a day of vacation (1/5 of an average work-week) for each month worked during the preceding year up to ten (10) days and no less than five (5) days with the time to be taken in that newly beginning year. Upon completion of each calendar year after the initial year in which the employee is hired, the employee will be credited with annual leave each successive January for use in the newly beginning year based on the following schedule:

Employment Period	Leave
Second Year	Two (2) normal workweeks = 84 hours
Eighth Year	Three (3) normal workweeks = 126 hours
Sixteenth Year	Four (4) normal workweeks = 168 hours

The vacation credited for the second year will be credited on the second January 1, on which the employee was employed. The vacation credited for the eighth year will occur on the eighth January 1 on which the employee was employed. The vacation credited for the sixteenth year will occur on the sixteenth January 1 on which the employee was employed. Variations in workweek shall cause pro-ration of annual leave.

Vacation time not used may not be carried forward from one year to the next, except when upon application by an employee, the department head and Board of Selectmen shall have granted an exception to this section. Any vacation time to be taken in excess of ten (10) workdays at any one time in any one (1) calendar year for staff employees shall be taken at the discretion of the department heads. All requests for vacation leave must be submitted in writing a minimum of 14 days in advance. Vacation approval will be done on a departmental seniority basis when the vacation request is submitted to the Fire Chief in writing between January 1st and March 15th for vacations within the time period of March 15th of the applicable year through March 15th of the following year.

Vacation leave requests submitted after March 15th must also be submitted to the Fire Chief in writing and will be granted on a first come first serve basis. Vacation leave requests cannot be canceled without at least 48 hours notice. The fire chief at his sole discretion can waive the cancellation notice requirement. This decision is not subject to a grievance. Vacation will be taken in blocks of no less than 6 hours. It is encouraged that employees take at least one full week a year as a block.

Employees who quit without giving 10 working days written notice, or employees who are discharged for just cause, shall forfeit their vacation pay.

22.2 Personal Leave

22.2.1 Personal Day shall be defined as an absence during working hours for the purpose of attendant to personal and family matters.

22.2.2 Twenty-four (24) hour notice must be given of the intent to use such personal leave unless employee can demonstrate an inability to provide such notice.

22.2.3 All personal days are accrued in one year and available for use in the following year.

22.2.4 Personal days must be taken in blocks of at least two hours each time used.

22.2.5 Each employee who uses zero (0) sick leave days in the first six (6) months of the calendar year, shall be awarded one additional (1) personal day. Each employee who uses zero (0) sick leave days in the last six (6) months of the calendar year, shall be awarded one additional (1) personal day. One (1) day per year shall be allowed as a personal day. Allowing up to a total of three (3) personal days. Days are defined as twelve hours.

ARTICLE 23
HOLIDAYS

23.1 The following ten (10) days only shall be recognized and observed by the fire department as paid holidays:

New Year's Day	Labor Day
Civil Rights Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Independence Day
Thanksgiving Day	Christmas Day

23.2 All bargaining unit members (except Fire Prevention – see below) shall receive 120 hours of Holiday Pay at straight time each year. The holiday pay shall be issued in a lump sum to bargaining unit members in a check issued on the first pay period in December each year. Employees leaving employ of the Town of Goffstown before that day shall receive a prorated check based on the above listed Holidays.

23.3 **2008 Transition:** Holidays prior to the new work schedule shall be paid in accordance to past practice. Holidays after July 6, 2008 shall be issued in the lump sum holiday payment in December 2008.

23.4 Employees scheduled to work recognized holidays shall work those days at their normal wage. Employees, who have been hired to fill shift vacancies, shall be paid appropriate wages for that shift which may include over time and/or adjustments for working out of classification.

23.4 Due to a different work schedule, Fire Prevention shall receive holiday pay based on past practices as detailed in the 2002 CBA

Any employee shall forfeit the right to payment for any holiday if there is an inexcusable absence on the last regular work day preceding such holiday or on the next regular work day following such holiday.

An employee on leave of absence for any reason other than vacation, military service or jury duty shall not be paid for a holiday, which occurs while the employee is on such leave.

ARTICLE 24
SICK LEAVE

24.1 Sick leave credit shall accrue, in hours, each month. Upon completion of each full month, employees shall be credited with 12 hours of sick leave credit.

24.2 Unused sick leave credit may be accumulated up to a maximum of two hundred and seventy (270) hours. Sick leave time used shall not be counted as service time for the accumulation of sick leave credit.

Employees who are initially employed in a temporary status, and who are subsequently appointed to a permanent status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

Sick leave shall be allowed only in the case of necessity and actual sickness, or disability of the employee, or to meet dental or doctor appointments or other sickness prevention measures for the employee. Sick leave, at the discretion of the department head, may be granted for an instance of illness of a member of the employee's immediate family. To receive compensation while absent on sick leave, the employee shall notify his/her department head prior to the time set for beginning his/her daily duties or as may be specified by the department head. A doctor's certificate may be required for absence due to illness in excess of three (3) days or at the discretion of the department head. If the department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, she/he may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the Board of Selectmen, department head or division head. Abuse of sick leave privilege may be cause of dismissal. Sick leave shall be recorded regularly in the personnel records. The department head shall review all sick leave records periodically and shall investigate any causes, which indicate abuse of privilege.

24.3 **Sick Bank.** Effective each January 1st, employees who have accumulated their thirty (30) days maximum sick leave credit may deposit further sick leave credits at the rate of two (2) days per year into a sick leave bank. This deposit must be made in writing, and will only be credited after the sick leave is earned. An employee is eligible to use all or part

of the bank for an illness when an absence due to sickness exceeds their regular accumulated sick leave. Only those employees contributing to the bank will be eligible to withdraw days from the bank.

When the employee has reached thirty (30) days of sick time and has chosen in writing to deposit time in the sick bank for the new calendar year, he will be allowed to use up to fifteen (15) days (as defined) of sick time in each calendar year without losing his eligibility in the sick bank for the following year. When an employee who is in the bank will not have 30 days as of the following January 1 for that coverage, the employee must receive permission from the Selectmen based upon the unique circumstances of that employee in order to remain in the Sick Bank.

The Sick Bank will provide the difference between an Employee's regular wages and the amount provided by the employee's short term disability plan for 6 months. After the short term plan has run out the sick bank will pay the difference between the long term disability plan and the employee's regular wages. If the employee has chosen not to carry the disability plans, the sick plan will still only pay 33-1/3% of the regular wages for six months and 50% for the remaining time.

The Sick Bank's payments will continue until the employee has been placed on long term disability by the Social Security Office **and/or NHRS Disability** or the Sick Bank's accumulated days have run out.

24.4 **Sick Leave Overpayments.** At no time shall an employee earn more than their regular weekly wages when out of work due to disability. Any sick leave overpayment made to employee while awaiting a disability eligibility determination shall be reimbursed by the employee with his/her retroactive disability check, and the sick leave will be credited accordingly.

ARTICLE 25
COURT LEAVE

25.1 The employer shall grant leave with pay to an employee for the period of time that he is required to appear on employment-related matters before a court, judge, justice, magistrate, or other similar body or official.

25.2 This provision shall not apply in any instance where the employee is appearing in a capacity adverse to the Town or the interests of the Town. Exception: if the employee has been subpoenaed to appear, in relation to their job regardless of the outcome of capacity of the employee as a witness, the employer shall grant leave with pay to an employee for the period of time that he is required to appear.

ARTICLE 26
JURY DUTY

26.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. In no case shall the amount exceed a regularly scheduled day at straight time. Satisfactory

evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment after being excused.

ARTICLE 27
MILITARY LEAVE

27.1 Where it is required that an employee fulfill a military obligation, the Town agrees to pay the difference between the employee's regular pay and the amount received from the military (straight time).

ARTICLE 28
BEREAVEMENT LEAVE

28.1 Bereavement leave is for a death in the employee's family.

28.2 The Fire Chief shall consider the relationship to the employee, timing and location of funeral services and any other relevant information when determining the term of bereavement leave. Chief's decision shall be non-grievable.

28.3 If employee needs more time than allowed by the Chief, then employee may use accrued personal or compensatory time.

28.4 Bereavement Leave shall be supplementary to, and not in restriction of, sick leave or annual leave as herein provided.

ARTICLE 29
HEALTH BENEFITS

29.1 On the first day of the month that begins following thirty (30) days of service, any member of the bargaining unit shall be eligible for participation in the Town's cafeteria insurance and savings benefit plan. This plan will provide each employee a dollar amount of each month for the purpose of choosing the benefits they require. If the cost of benefits is less than the amount provided by the Town, the balance, less 30% will be put into the employee paycheck weekly. If the benefits cost more than the amount provided by the Town, the cost over the provided amount will be deducted each week from the employee's paycheck.

29.2 An employee must select at least one health insurance option unless they can demonstrate coverage from another source. Anyone not receiving health insurance coverage from the Town shall be allowed to cash out at the single person rate less 30% or they may deposit 100% of the single person rate into a town approved 457 deferred compensation plan.

29.3 There are three cafeteria rates – single person, 2 person and family. Cafeteria rates are calculated and annually adjusted on January 1st as follows:
SINGLE: Average of Managed Care Premiums + Dental Premium
2-PERSON: (Average of Managed Care Premiums + Dental Premium) x 90%
FAMILY: (Average of Managed Care Premiums + Dental Premium) x 90%

29.4 There will be choices from all the benefits now being provided by the Town, which includes:

1. Health insurance choices
2. Dental Coverage
3. 457 Retirement
4. Section 125 Flex Benefit

29.5 Short/long term disability and life insurances will be paid 100% by the employer.

29.6 The parties recognize that at the present time it is possible that there may be state or federal initiatives that will significantly affect the delivery of health care services and insurance coverage for same. In the event of such enactments, either party may request the reopening of this portion of the contract for purposes of renegotiating benefits relating to health care coverage. In the event that either party does make such a request of the other, said request shall be granted automatically. Further, in the event that either a state or federal enactment requires the funding of health care insurance by the employer, then if necessary to achieve same the entire monthly allotment allocated to any bargaining unit employee may be utilized by the employer to meet the requirements of any such mandate.

ARTICLE 30
WORKER'S COMPENSATION

30.1 All employees under this Agreement shall be covered by Workmen's Compensation.

ARTICLE 31
INDEMNIFICATION

31.1 The Town shall indemnify employees for expenses or damages incurred in the defense or settlement of a claim against the employee which arise out of actions within the scope of official duties or employment provided said actions are taken in good faith.

ARTICLE 32
SAFETY AND HEALTH

32.1 The Employer and the Union shall fully cooperate in matters of safety and health and sanitation affecting the employees.

32.2 Safety Committee:

32.2.1 There shall be established a departmental safety committee of five people, comprised of the Fire Chief, one of the full time non-bargaining unit supervisory employees, one member of the bargaining unit or his/her alternate chosen by the bargaining unit, one member chosen by the Selectmen consisting of either a Selectmen, the Town Administrator or other full time Town Hall personnel, and one call fire fighter or officer chosen by the call officers. A meeting quorum will consist of three members

32.2.2 The committee shall elect a Safety Committee Coordinator who will report to the Chief the findings of the committee.

32.2.3 The committee shall use NFPA-1500 as a reference document.

32.2.4 The committee shall meet quarterly or more often as the chief or committee decide and will keep minutes of all proceedings.

32.2.5 A copy of the minutes and any reports issued by the committee shall be posted at each station. The committee shall report its suggestions and results to the Fire Chief, Town Administrator and the Union President.

32.2.6 Based upon review of non-vehicular incidents, suggestions and industry standards, the committee may recommend to the Chief such things as the types of clothing and equipment to be utilized and provided by the Department, procedures to improve and ensure safe working conditions and suggestions for any type of safety improvement as a result of reviewing accident data and statistics.

32.2.7 There shall be no compensation paid for attendance at the committee meetings by members of the bargaining unit unless they are on duty. The implementation or non-implementation of the recommendations of the committee will not be grievable based upon the fact that the committee's recommendation may depend upon funding for the changes and further management decisions.

32.2.8 Implementation of any such recommendation is outside the scope of this contract.

32.3 The Employer will make available and assume all costs for each member of the bargaining unit to receive proper vaccination against Hepatitis B, in accordance with standard medical recommendations.

ARTICLE 33
SANITATION, MAINTENANCE AND UPKEEP

33.1 The Employer agrees to supply and make available all materials reasonably required in the day-to-day maintenance and upkeep of all fire houses. The Employer further agrees to supply all reasonable items necessary to maintain satisfactory sanitary conditions.

ARTICLE 34
SAVINGS CLAUSE

34.1 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 35
MAINTENANCE OF MUNICIPAL PROPERTY

35.1 The duties of bargaining unit employees will include ordinary and normal station maintenance at the Town's fire stations as may be required by the Chief.

ARTICLE 36
PROBATIONARY PERIOD

36.1 Definition and Purpose

The probationary period provides the employee the opportunity to become acquainted with the job and learn any necessary skills. Supervisory personnel will be responsible for checking to see that the new employee is learning the duties of the job and is capable of performing them. If at any time during this period it is determined by the supervisory personnel that the employee is not suited for the position for reasons including but not limited to poor work performance and violation of work rules, the employee may be terminated without the same appellate as rights as regular employees.

36.2 Limitations of the Probationary Period

No employee of the Town of Goffstown shall be considered regular until the probationary period is successfully completed. New employees will be eligible for all benefits in this Agreement the first of the month following 30 days of employment with the Town. Retirement, Medicare and Workman's Compensation shall begin with applicable time frames as required by these programs. Employees of the Fire Department shall serve an original employment probationary period of twelve (12) consecutive calendar months, which may be extended by the appointing authority as may be required, but not for a period of more than four (4) additional consecutive months.

In cases of original employment by the Town, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is validly discharged, as provided in Article 12 of this Agreement.

An employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of appeal or hearing in any matter.

36.3 Probationary Period for Promotions

Bargaining unit members of the Fire Department who are promoted will be required to serve a probationary period of six (6) months in their new position. However, in the event that a probationary Employee does not satisfy their probationary period, they shall be allowed to return to their former position within the unit.

36.4 Temporary Employees

If a full time temporary employee becomes a regular employee in the same job position, the time served as a temporary employee will be considered toward the probationary period for regular employment. Time served as a part time temporary employee will not be considered toward the probationary period.

ARTICLE 37
DURATION OF AGREEMENT
(3YEAR AGREEMENT)

37.1 The provisions of this agreement shall be effective upon approval by town meeting and shall continue and remain in full force and effect until midnight, December 31, 2010.

37.2 The parties agree to meet on or before May 31, 2010 to renegotiate this agreement. The parties further agree that this provision shall satisfy any notice requirements in respect to such negotiations, which may be required by the New Hampshire RSA 273-A.

37.3 The work schedule in Appendix B shall be effective the first Monday of July 2008 and may be subject to change based on mutual agreement of the Union and the Town

ARTICLE 38
SEPARABILITY AND EXPENDITURE OF PUBLIC FUNDS

38.1 Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Selectmen, unless and until the necessary specific appropriations have been made. If such funds are not forthcoming, the Selectmen and the Union shall resume negotiations regarding the matters affected.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 31 day of March 31, 2008

IAFF LOCAL 3420
Professional Firefighters of Goffstown

By: _____
Duly Authorized
William Connor, President

_____
Patrick Laforge – Vice President

_____
~~Eric Battery~~ Secretary/Treasurer
Eric F. Battey

TOWN OF GOFFSTOWN, NEW HAMPSHIRE
Goffstown Board of Selectmen

By: _____
Duly Authorized
Nicholas Campasano, Chairman

_____
Scott Gross, Vice Chairman

_____
Vivian Blondeau

_____
John A. Caprio

_____
Philip A. D'Avanza

Appendix A – Wages

Goffstown Fire Collective Bargaining Wage Matrix									
STEPS:	A	B	C	D	E	F	G	H	I
		8%	4%	4%	4%	4%	4%	4%	8%
REQUIREMENTS:	NH Oper License for all Fire Dept Equip.; FF-IA&B; EMT-B ; LT requires Company Officer Certification	1 yr + State Requirements which at this time are: C2F2; HazMat Mat'l Oper; EMT-I	2 yrs + Goff FD Driver/Pump Oper Cert	3 yrs +	4 yrs + HazMat Decon or HazMat Tech Cert.	5 yrs + FFIII	6 yrs +	7 yrs +	8 yrs+
7/1/2008 - NEW HOURLY MATRIX									
FF	16.00	17.28	17.97	18.69	19.44	20.22	21.02	21.86	23.61
LT	17.60	19.01	19.77	20.56	21.38	22.24	23.13	24.05	25.98
7/1/2009									
FF	16.80	18.14	18.87	19.62	20.41	21.23	22.07	22.96	24.79
LT	18.48	19.96	20.76	21.59	22.45	23.35	24.28	25.25	27.27
7/1/2010									
FF	17.64	19.05	19.81	20.61	21.43	22.29	23.18	24.11	26.03
LT	19.40	20.96	21.79	22.67	23.57	24.52	25.50	26.52	28.64

Hourly Incentives	
Cert/Asso.	0.25
BA/BS	0.50
Master/Doctorate	0.75
EMT-I	1.00
EMT-P	1.50
*Shift Diff Insp	1.50

*M-F

Appendix B – Schedule

Schedule for Full-Time Lieutenants & Firefighters								
Week #	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun.	Hours Worked
1	A	A	B	B	A	A	A	A = 60; B= 24
2	B	B	A	A	B	B	B	A = 24; B = 60
3	A	A	B	B	A	A	A	A = 60; B= 24
4	B	B	A	A	B	B	B	A = 24; B = 60
The plan is a 2 week plan which averages 42 hour work week [(60+24)/2=42; Shift 6:00 AM - 6:00 PM								

Schedule for Fire Prevention/Inspection (42 hrs)					
Days:	Mon.	Tues.	Weds.	Thurs.	Fri.
Shift:					
Hours:					
Fire Chief and Fire Prevention/Inspection will determine actual schedule					

Appendix C – Policies

FAMILY AND MEDICAL LEAVE.

The Family and Medical Leave Act (FMLA) of 1993 requires that job-protected leave of up to 12 unpaid weeks in a 12 month period be granted to employees for the following qualifying events:

1. For the birth of the employee's child or a placement of a child with the employee for adoption or foster care.
2. For the care of the employee's spouse, child or parent with a serious health condition.
3. For the employee's own serious health condition.

The 12 month period to be used in calculating an employee's entitlement to (FMLA) will be based on the rolling year which begins on the date of the first leave for any of the three reasons listed above.

An employee must exhaust any applicable paid leave benefits including sick pay, personal time, vacation and etc. and the remainder of the 12 weeks will be unpaid. Such time will be counted towards the 12 week entitlement. The personnel rules and regulations and administrative policies for sick, personal, vacation leave will continue to govern requests for those leaves whether or not they qualify as part of the (FMLA) 12-week entitlement. This includes the requirement for a doctor's certificate and a 30 day advance notice when possible.

Employees will be allowed the same job or equivalent upon their return to work.

Payment of health, life, and disability insurance shall be paid by the employer at the same level during the 12 week leave. If the employee fails to return after the 12 week period the employer may recover health, life, and disability premiums paid by the town. When the 12 week period has ended, an extension may be requested from the Board of Selectmen with healthcare, life, and disability premiums being paid by the employee.

When an employee has used five (5) consecutive sick leave days, then a FMLA notice will be sent by the Finance Office to the employee and a copy to the Department Head

SEXUAL HARASSMENT

Sexual harassment has been defined by federal and state law as a form of sexual discrimination. It can consist of unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a harassing nature in the workplace.

1. Sexual harassment exists when:

a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

2. Sexual harassment may also exist when conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Such conduct may take various forms:
   a. Verbal - Sexual innuendos, suggestive comments, jokes of sexual nature, sexual propositions, and threats.
   b. Nonverbal - Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds.

c. Physical - Unwanted physical contact, including touching, pinching, brushing the body, and assault.

3. Sexual harassment of employees by non-employees in the workplace is not acceptable and should be reported to the immediate supervisor.
4. Responsibility. Each Department Head and supervisor is responsible for making sure that all employees within his or her area of responsibility are aware of this policy.
5. Complaint Procedure. Any employee who has a complaint of discrimination or sexual harassment at work by anyone, including supervisors, co-workers, or visitors should immediately report his or her complaint to his or her immediate supervisor as soon as possible. If for any reason the complaint cannot be made to the immediate supervisor, the employee should report the complaint to his or her Department Head. If for any reason the complaint cannot be made to the Department Head, it should then be reported to the Board of Selectmen or their agent.
6. Investigation. Such complaints will be investigated in a timely and as confidential a manner as possible. The Board of Selectmen or their agent will review the results of the investigation and notify the reporting member of the findings within 3 working days of receiving the results. The Board will advise the reporting member of the corrective action, up to and including termination, to be taken by the Department regarding the offending member.
   a. The member retains the right to institute or appeal any action before the New Hampshire Commission for Human Rights.
   b. Any corrective or disciplinary action taken will be consistent with the current personnel plan procedures.
   c. In no case, will a member reporting an incident of sexual harassment be subject to adverse employment actions unless it is determined through the investigation that the allegation was not based on fact or that the member made the allegation with malicious intent or knowing it was false.
   d. If in fact the filing of a complaint was knowingly a false claim, the individual making the claim will be subject to penalties consistent with the current personnel plan procedures.

USE OF TOWN COMPUTERS AND COMMUNICATION EQUIPMENT
SECTION 1 E-MAIL, COMPUTER, AND TELEPHONE COMMUNICATIONS

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the Town and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to facsimiles, computers, and copy machines for private purposes is prohibited.

Employees using this equipment for personal purposes do so at their own risk. Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so. All pass codes are the property of the Town. No employee may use a pass code or voice-mail access code that has not been issued to that employee. Moreover, unacceptable use of the e-mail system will not be tolerated. Employees who violate these policies are subject to disciplinary action, up to and including discharge.

Unacceptable use of the Town's e-mail and voice mail services is based on common sense, common decency, and civility applied to the electronic communications environment. It is anticipated that the Town e-mail and voice mail services will be utilized primarily to facilitate the delivery of services to our customers, and to assist in the day-to-day operation of the Town. Unacceptable uses of the Town's e-mail system include, but are not necessarily limited to, the following:

- Using e-mail or voice mail for unauthorized transmission of highly confidential or sensitive customer or proprietary material outside of the office
- Using e-mail for any business or commercial purposes other than the Town's delivery of services to its customers
- Misrepresenting your identity or affiliation in any e-mail or voice mail communication
- Sending harassing, intimidating, abusive or offensive material to, or about, others
- Intercepting, disrupting or altering electronic communications messages or data packets
- Using someone else's identity and/or password to send or receive e-mail or voice mail.
- Receiving or transmitting sexually explicit material of any type
- Posting unauthorized newsgroup or bulletin board messages on behalf of the Town
- Causing, directly or indirectly, excessive strain on any computing facilities or resources, or unwarranted or unsolicited interference with others' use of e-mail, e-mail systems, or voice mail systems. Such activities include, but are not limited to, Internet streaming audio or video and the use of e-mail services:
  (i) to send or forward e-mail chain letters;
  (ii) to "spam", that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail; and
  (iii) to "letter-bomb", that is, to resend the same e-mail repeatedly to one or more recipients in order to purposely interfere with the recipient's use of e-mail.
  (iv) to e-mail for any purpose which violates federal or state laws

  To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the Town's legitimate business interests, authorized representatives of the Town may monitor the use of such equipment. This may include listening to stored voice-mail messages, reviewing e-mail messages and monitoring computer and Internet use.

SECTION 2 STATEMENT OF POLICY FOR USE OF TOWN COMPUTER RESOURCES

The Town provides computer workstations and software to its employees with the objective of assisting them in serving the Town's citizens. To ensure that the computer resources are used properly by its employees, the Town has created this Computer Use Policy.

The implementation of this policy is intended to minimize system downtime; to protect the security and integrity of the data stored on the town's computers; to insure that all software installed on the town's computers complies fully with the terms and conditions of any applicable software licenses; and to promote proper and cost-effective utilization of the Town's human and technological resources. For the purpose of this policy statement:

- the term "computer resources" shall mean any portions of the Town's computer network wherever they may be located. Computer Resources includes but are not limited to: networked computers, servers, stand-alone computers, laptops, software, data files and all internal and external communication services.
- the term "users" refers to all employees, contractors, consultants, vendors, temporary workers or other persons who use Town computer resources
- the term "non-Town software" shall mean any application software for which the ownership or license is held by any entity other than the Town.

NO EXPECTATION OF PRIVACY

The computers and computer accounts given to users at the Town are to assist them in their day-to-day operations. Users should not have an expectation of privacy in anything they create, store, send or receive on these computer resources. In addition, use of passwords to gain access to the computer system does not imply that users have an expectation of privacy in the material they create or receive on Town computer resources.

The computer resources of the Town are Town property. Additionally, all information sent or received on these computer resources is and remains the property of the Town. They are not the private property of any employee. The Town has the right, but not the duty, to monitor any and all aspects of its computer resources, including but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by users to the Internet or other computer resources and reviewing e-mail sent and received by users.

SECTION 4 USE OF COMPUTER RESOURCES

The computer system is the property of the Town and may only be used for the business purposes of the Town. Users are permitted access to computer resources to assist them in the performance of their jobs. Occasional, limited, appropriate personal use of the computer system is permitted provided that the use does not (1) interfere with the user's work performance; (2) interfere with any other user's work performance; (3) have undue impact on the operation of the computer system; or (4) violate any other provision of this policy or any other policy, guideline, or standard of the Town. At all times, users have the responsibility to use computer resources in a professional, ethical, and lawful manner. Personal use of the computer system is a privilege that may be revoked at any time.

Access to all software applications loaded on Town PCs is restricted to Town personnel only.

SECTION 5 USE OF THE INTERNET

The Town maintains a connection to the Internet including access to the World Wide Web (WWW), Newsgroups, File Transfer Protocol (FTP), and other services. These, and all other services that can be obtained using the Internet, are collectively referred to below as "Internet access." Internet access is provided by the Town to assist in the conduct of business. The following policies apply to the use of this Internet connection (please also refer to the separate policy regarding e-mail):

1. `Internet access is reserved for the conduct of Town business and may be used for occasional off-duty personal information gathering from time to time; however, use of the Town's Internet access for personal business ventures is prohibited.
2. Internet access may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
3. Internet access is not to be used to send or receive offensive or disruptive information. Among those which are considered offensive is information which contains sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
4. Internet access shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar materials without prior authorization.
5. Software downloaded using Internet access cannot be installed on Town hardware without prior permission of the IT Office.
6. The Town reserves and intends to exercise the rights to review, audit, intercept, access and disclose information, received or sent using Internet access for any purpose.
7. Certain types of Internet access can generate excessive e-mail traffic on Town hardware, which could overburden this equipment. The use of these types of Internet access should be limited to Town business only. Participation in any chat rooms, instant messenger, and non-professional newsgroups or forums using the Town's Internet access, computers or network is prohibited.

SECTION 6 USE OF NON-TOWN SOFTWARE

It has been determined that the installation and use of non-Town owned software can pose a number of serious threats the Town's computer resources. These threats include the loss of town data resulting from computer viruses; the loss of employee time spent diagnosing and correcting problems created by computer viruses; the loss of employee time spent diagnosing and correcting problems created by the installation of software that is incompatible with the Town's existing software; and the loss of employee time resulting from inappropriate use of software. In order to minimize these risks, and to maximize the overall utility of the Town's considerable investment in computer technology, the following policy applies to all users:

1. No non-Town software including software downloaded from the Internet or received via e-mail will be installed on any Town PCs or network servers except by IT Office personnel.
2. Prior to installing any non-Town software, the IT Office will determine whether the software has a valid application to the performance of town services.
3. After consultation with the users, the IT Office has been advised to remove any unauthorized non-Town software discovered on Town PCs or servers.
4. Prior to installing any non-Town software, the IT Office will perform a virus check on the incoming software.
5. The installation of game software on Town PCs and network servers is prohibited as a matter of Town policy.
6. The use of games that can be played over the network, and which allow multiple interactive players is prohibited.