

AGREEMENT BETWEEN

THE TOWN OF GOFFSTOWN

AND

THE PROFESSIONAL FIREFIGHTERS OF GOFFSTOWN

**LOCAL 3420, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

Town Meeting, March 8, 2022

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – DUES	4
ARTICLE 5 – DISCRIMINATION	5
ARTICLE 6 – UNION ACTIVITY & BUSINESS.....	5
ARTICLE 7 – PRINTING AND SUPPLYING AGREEMENT DISTRIBUTION.....	6
ARTICLE 8 – RULES AND REGULATIONS	7
ARTICLE 9 - DEFINITION OF SENIORITY & SENIORITY LISTS.....	7
ARTICLE 10 - LAYOFFS & RESIGNATIONS	8
ARTICLE 11 – DISCIPLINE.....	9
ARTICLE 12 - GRIEVANCE PROCEDURE	12
ARTICLE 13 - PAY	13
ARTICLE 14 - SHIFTS.....	16
ARTICLE 15 - UNIFORMS & EQUIPMENT	16
ARTICLE 16 - MILEAGE REQUIREMENT.....	19
ARTICLE 17 - EDUCATION	19
ARTICLE 18 - TRAINING.....	21
ARTICLE 19 - COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF	23
ARTICLE 20 - RETIREMENT	23
ARTICLE 21 - VACATION & PERSONAL LEAVE.....	23
ARTICLE 22 - HOLIDAYS.....	25
ARTICLE 23 - SICK LEAVE	26
ARTICLE 24 - COURT LEAVE.....	28
ARTICLE 25 - JURY DUTY	28
ARTICLE 26 - MILITARY LEAVE.....	28
ARTICLE 27 – EMERGENCY, BEREAVEMENT & FAMILY MEDICAL LEAVE	30
ARTICLE 28 – DONATION OF LEAVE	31
ARTICLE 29 - INSURANCE AND BENEFIT PLANS.....	33
ARTICLE 30 - WORKER'S COMPENSATION.....	34
ARTICLE 31 - INDEMNIFICATION	34
ARTICLE 32 - SAFETY AND HEALTH.....	35
ARTICLE 33 - SANITATION, MAINTENANCE AND UPKEEP	35
ARTICLE 34 - SAVINGS CLAUSE	35
ARTICLE 35 - MAINTENANCE OF MUNICIPAL PROPERTY	35
ARTICLE 36 - PROBATIONARY PERIOD.....	36
ARTICLE 37 - DURATION OF AGREEMENT.....	37
ARTICLE 38 - SEPARABILITY AND EXPENDITURE OF PUBLIC FUNDS	37
APPENDIX A – SCHEDULE	38
APPENDIX B – WAGE MATRIX & PLACEMENT	39

ARTICLE 1 – PREAMBLE

- 1.1 This Agreement is entered into by 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 process.
- 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 outlined 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. Such an election may be paid 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, gender identity, 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 96 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. Twenty-four (24) hours notice must be given of the intent to use such leave, unless the employee can demonstrate an inability to provide such notice, or has arranged shift coverage.

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. 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.

ARTICLE 7 – PRINTING AND SUPPLYING AGREEMENT DISTRIBUTION

7.1 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.

7.2 One hard copy of current CBA will be maintained at all three fire stations.

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.
- The following employee policies and procedures (non-cost items) which are not regulated by this Agreement will be regulated by the 2021 Town of Goffstown Personnel Plan as amended 11/22/2021, effective 12/22/2021.
 - 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.
- 8.4 This serves as notice to all members that an Employee Assistance Program (EAP) is available to them should they require such assistance.

ARTICLE 9 - DEFINITION OF SENIORITY & SENIORITY LISTS

- 9.1 **Definition of Seniority**
- 9.1.1 Departmental Seniority shall be determined by continuous full-time service in the Goffstown Fire Department calculated from the date of employment.
- 9.1.2 Rank Seniority shall be established from the date the employee is promoted into the rank of classification he currently occupies.
- 9.2 **Seniority List Maintenance.**
- 9.2.1 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.
- 9.2.2 The Fire Chief will provide an updated list by July 1st each year to the Union President for posting on the Union Bulletin Boards.

- 9.3 **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 10 - LAYOFFS & RESIGNATIONS

- 10.1 **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.

10.2 **Seniority Based Reduction.**

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

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

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

10.2.4 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 14 calendar 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.

10.2.5 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.

10.3 **Layoff Notification.**

10.3.1 Management shall give written notice to the employee of any proposed layoff and reasons therefore at least 30 calendar 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.

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

10.4 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.

10.5 Payments Due at Layoff.

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

10.5.2 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.

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

10.6 Rehire Following a Layoff.

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

10.6.2 Layoff time does not count in seniority calculations.

10.7 Resignations.

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

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

ARTICLE 11 – DISCIPLINE

11.1 Disciplinary Action.

11.1.1 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 11.5**.

11.1.2 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

- 11.1.3 Disciplinary action or removal may be taken for a single violation or successive violations of a dissimilar nature.
- 11.2 **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.
- 11.2.1 verbal warning;
- 11.2.2 written warning;
- 11.2.3 suspension without pay;
- 11.2.4 demotion;
- 11.2.5 discharge.
- 11.3 **Representation.**
- 11.3.1 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. If representation cannot be produced in a reasonable time frame, the member may choose to continue the disciplinary process without representation.
- 11.3.2 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.
- 11.4 **Demotions.**
- 11.4.1 Fire Chief may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause.
- 11.4.2 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.
- 11.5 **Cause for Removal.** Cause for removal from the service of the Town shall include, but not necessarily be limited to, the following:
- 11.5.1 Neglect of duty.
- 11.5.2 Incompetence or inefficiency.

- 11.5.3 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.
 - 11.5.4 Insubordination or serious breach of discipline.
 - 11.5.5 Under the influence of, in possession of, or suffering the effects of, alcohol or drugs while on duty.
 - 11.5.6 Chronic or excessive absenteeism.
 - 11.5.7 Disorderly or immoral conduct.
 - 11.5.8 Willful violation of any of the provisions of this Agreement, departmental rules or regulations, or other statutes, relating to the employment of Town employees.
 - 11.5.9 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.
 - 11.5.10 Abuse or violation of sick leave, or other departmental or Town regulations.
 - 11.5.11 Negligence of, or willful damage to, public property or waste of public supplies.
 - 11.5.12 Conduct unbecoming an employee in the Town service.
 - 11.5.13 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.
 - 11.5.14 Serious safety violations including damage to equipment and vehicles or endangering others.
 - 11.5.15 Harassment of others in the workplace as defined by State and Federal law and as outlined in the 2021 Town Personnel Policy, Appendix A, Policy Against Harassment.
- 11.6 **Documentation of Discipline.**
- 11.6.1 Verbal warnings will be referenced by date and brief description in employee's personnel folder.

11.6.2 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.

11.6.3 Employee shall receive a copy of any written disciplinary (listed in Article 11) action, and a copy will be placed in the employees personnel file in accordance with article 11.1.2.

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

11.7 Review of Personnel Records.

11.7.1 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.

11.7.2 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 12 - GRIEVANCE PROCEDURE

12.1 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.

12.2 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.

12.3 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 Select Board 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 and chair the proceedings. 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 borne 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.

12.4 Select Board

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 Select Board. The appeal shall contain the same information as required in prior step 12.2 within the grievance process. The Select Board 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 Select Board shall be final and not subject to further appeal or redetermination.

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

This agreement shall not curtail the legal rights of either party to pursue other remedies.

ARTICLE 13 - PAY

- 13.1 This contract establishes pay matrix for each position as shown in Appendix B.1. The pay matrix receives a 2.0% increase in year 3, with member increases each contingent upon a satisfactory performance evaluation. Placement of current members on the new matrix as of 07/01/22 are shown in Appendix B.2 based on recognized years in grade. Bargaining unit employees shall receive rate wage increases on subsequent July 1st of 2023 and 2024, subject to passing an annual performance evaluation.

The new matrix establishes a new hire probationary rate for each year of this agreement. Employees placed on the probationary rate shall be moved to Step 1 of the Pay Matrix upon successful completion of the probationary period. The Town reserves the right to adjust the starting base wage rate for new hires based on certifications, licenses, and years of prior experience.

13.2 **Stipends and Differentials.** In addition to the base wages specified above, bargaining unit personnel shall be eligible for premium pays in accordance with the following:

13.2.1 Members of the bargaining unit holding an Advanced EMT licensure from the State of New Hampshire shall receive a pay differential bonus in the amount of \$1.00 per hour.

13.2.2 Members of the bargaining unit holding paramedic (EMT-P) licensure from the State of New Hampshire shall receive a pay differential of \$2.50 per hour.

13.2.3 Fire Prevention Officer shall receive a pay differential of \$1.50 per hour.

13.2.4 The Town 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 or nationally approved, properly accredited institution or recognized program.

The employee will begin receiving the appropriate educational incentive within one week of providing a copy of the certificate or diploma to the Chief. The employee will receive the highest per hour differential they are eligible for based on the documentation provided, but the education differential shall not be cumulative (i.e. if someone holds both a Bachelor's degree and a Master's degree, they will receive \$0.75 per hour as an educational differential).

13.2.5 In addition to the wage rates established by this agreement, the Town shall provide additional pay for all members that have been Honorably- discharged from active duty from any of the five military services. The member will produce a copy of their DD-214 in order to receive a .50 per hour stipend.

13.3 Hours of Work

13.3.1 Bargaining unit members scheduled hours of work shall be an *average* of 42 hours per week (averaged over a 28-day cycle). The schedule will be one 24-hour day on shift, followed by three 24-hour days off. Details can be found in Appendix A.

The union and the fire chief may opt, by mutual agreement, to experiment with schedule options. These trials shall last a minimum of 26 weeks.

13.3.2 If both parties find a mutually agreeable schedule, they shall bring it to the Select Board for approval as the long term schedule. This approval shall be in the form of a sidebar agreement on this issue only, and signed by the union's Executive Board and the Select Board.

13.3.3 As a default, if parties cannot agree on a trial or long-term schedule, the schedule found in Appendix A of this document shall prevail.

13.4 Overtime

13.4.1 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. Vacation, personal, and compensatory time absences granted pursuant to this contract shall 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.

13.5 **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, he shall be paid at a 10% premium for that rank for hours worked while so acting.

13.6 Longevity

Upon the eighth (8th) year of service, and every two (2) years thereafter, through the twentieth (20th) year, current employees (hired prior to 01/01/2022) will accumulate longevity pay at the rate shown below. All longevity to be paid in a lump sum in the first week of December and is subject to standard tax and retirement deductions.

YEAR	FLAT RATE FOR CURRENT EMPLOYEES (hired prior to 01/01/2022)
8-9	\$400
10-11	\$800
12-13	\$1,200
14-15	\$1,600
16-17	\$2,000
18-19	\$2,400
20+	\$2,800

Upon the twentieth (20th) year of service, and every two (2) years thereafter, through the thirtieth (30th) year of service, new hires (hired on/after 01/01/2022) will accumulate longevity pay at the rate shown below.

<u>YEAR</u>	<u>FLAT RATE FOR NEW HIRES (hired on/after 01/01/2022)</u>
<u>20-21</u>	<u>\$800</u>
<u>22-23</u>	<u>\$1,200</u>
<u>24-25</u>	<u>\$1,600</u>
<u>26-27</u>	<u>\$2,000</u>
<u>28-29</u>	<u>\$2,400</u>
<u>30+</u>	<u>\$2,800</u>

This benefit will be calculated on a twelve (12) month period from the first week of November to the first week of November. Employees who separate from employment prior to November shall be paid on a pro-rata basis.

13.7 **Compensatory Time.** All members of the bargaining unit shall be allowed to accumulate a balance of up to a maximum of 72 hours of compensatory time, as opposed to receiving overtime pay, at the employee's option. Total accrual in any calendar year shall not exceed 144 hours. The employee shall always retain the right to receive financial compensation in the same payroll period as opposed to the accumulation of compensatory time. Compensatory time will be credited to the employee at one and a half (1-¹/₂) 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 less than five (5) calendar days, unless shift coverage can be arranged.

13.8 **Call Backs.** Bargaining unit members who return for any incident shall be paid a minimum of two (2) hours.

ARTICLE 14 - SHIFTS

14.1 **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, whose approval shall not be unreasonably withheld. It is understood that swaps will not impact the calculation of overtime.

ARTICLE 15 - UNIFORMS & EQUIPMENT

15.1 **Uniforms.** Employees covered under this agreement shall be in uniform while on duty, as directed by the Fire Department Uniform standards and requirements (Department AR # 101.03, 07/01/2010).

15.1.1 **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
- 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
- Two (2) Pair uniform shoes or boots

15.1.2 **Annual Uniform Maintenance.** Uniforms and Outerwear

15.1.2.1 The department will provide a uniform maintenance and up keep program that will function on the basis of a one for one exchange program. When a uniform item is found to be damaged, stained, worn out, or determined to be “not presentable”, the employee shall turn in said uniform item and shall receive a “factory” new replacement item.

15.1.2.2 The exchange program shall cover all GFD-approved or accepted articles of clothing and footwear. The Fire Chief and Union President shall meet annually to determine a list of suitable vendors for uniform and/or footwear needs. Bargaining unit members with special footwear needs are allowed special exception to purchase footwear from a vendor other than those identified, if the special footwear is not available through the established vendors.

15.1.2.3 Initial quality of issued clothing must be equivalent to or better than the item being turned in. (i.e. similar brand and model)

15.1.2.4 Class A Uniform. The department shall make an effort to provide bargaining unit members with Class A uniforms.

15.1.3 **Protective Clothing.** The Department shall furnish all protective clothing required of the employees in the performance of their duties, without cost to the employee.

15.1.4 **Quartermaster System.** All uniform clothing shall be distributed through a quartermaster system. An administrative staff member designated by the Fire Chief shall administer the system.

15.1.5 **Returns.** Any employee covered under this agreement, upon separation from the department, shall return all department issued clothing, gear, brass and equipment except used station wear and name plates.

15.1.6 **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, the Employer shall provide him replacement items.

15.1.7 **Uniforms 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.

15.2 **Personal Protective Equipment**

15.2.1 **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.

15.2.2 **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 NFPA standards and is consistent with the styles acceptable to the Employer. The Fire Chief or his designee must approve any personally owned PPE before it can be used or qualify for reimbursement. The fire department shall reimburse the employee for a piece of personally owned PPE that is damaged in the line of duty, up to the value of Goffstown Fire Department's standard issue equipment. The employee shall be responsible for routine maintenance of personally owned equipment.

15.3 **Union Clothing & Accessories**

15.3.1 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.

15.3.2 All members of the Union shall be allowed to add "IAFF LOCAL 3420", to the currently accepted Department logo and may be applied to tee shirts, ball caps, uniforms, and outerwear at the expense of the employee if there is a cost. The font

size is not to exceed 30 point. Exception: department issued multi-function cold weather coats (i.e. 3-in-1 and 5-in-1 Game or 5-11 brand coats currently issued.)

- 15.3.3 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 16 - MILEAGE REQUIREMENT

- 16.1 Whenever possible, the Town shall make a vehicle available to employees for use for Fire Department business and/or training.
- 16.2 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 Internal Revenue Service.
- 16.3 No compensation shall be paid for mileage utilized in an emergency response to a fire site, medical assistance calls or other similar emergency UNLESS DIRECTED BY THE FIRE CHIEF.

ARTICLE 17 - EDUCATION

- 17.1 **General:**
- 17.1.1 “Education” is defined as University, College or Technical School courses which are part of a degree or certificate program.
- 17.1.2 “Passing grade” is defined by the University, College or Technical School where enrolled.
- 17.1.3 “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.
- 17.1.4 “Approval” – Member will be notified in writing following Town Meeting if approval is granted.
- 17.2 **Education 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. See Article 13.2.4 for details.

- 17.3 **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.
- 17.4 **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 the employee must reimburse the town. Employees intending to use this benefit shall notify the Fire Chief by August 1st (of each year) in order to facilitate adequate funding.
- 17.5 **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.
- 17.6 **Education Schedule:** Once an employee is enrolled in a program approved by the Chief, the employee, a union official, 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.
- 17.7 **Service Requirement for 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, after completion of the course:

Certificate or Associate Degree – one (1) year of employment;
Bachelor Degree – two (2) years of employment;
Master's 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. This section shall not apply to an employee killed in the line of duty or who retires due to a duty-related injury.

ARTICLE 18 - TRAINING

18.1 **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.

18.1.1 The Fire Chief may require additional training and courses as deemed necessary.

18.2 **Availability**

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

18.2.2 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.

18.3 **Required Training Classes**

18.3.1 Required training classes shall be paid for entirely by the Department; this includes all related registration and lab fees, salary, and related expenses as required by the training class.

18.3.2 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.

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

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

18.4 **Optional Training Classes**

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

18.4.2 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.

18.4.3 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.

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

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

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

18.4.7 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.

18.5 National Emergency Training Center (NETC)

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

18.5.2 The Department supports attendance at the NETC.

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

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

18.5.5 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).

18.5.6 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.

18.6 Paramedic Tuition

18.6.1 Annually, the Department Head, at their discretion, shall select at least one individual member who voluntarily requests to take part in the attainment of paramedic certification and licensure will be subject to the following:

- a. The Town shall pay the cost of the tuition, books, and supplies for the Paramedic training program. The employees will be allowed to attend this training on shift time and will not have to utilize leave time.

- b. The Town shall be entitled to reimbursement for the tuition, books, and supplies if the member does not complete the paramedic training program, and/or if the member does not remain in the employ of the Town for a period of thirty-six (36) months from the end of the program. The Town shall forgive 1/36 of the reimbursement by the employee for each month the employee is employed by the Town following the end of the program. After the period of thirty-six (36) months of employment after the conclusion of the program, the Town will not be entitled to any reimbursement. If the member does not successfully complete the program, the member shall be responsible to reimburse the Town for the amount paid into the program for the member for tuition, books, and supplies.

**ARTICLE 19 - COMPENSATION AT RESIGNATION,
DISMISSAL, RETIREMENT OR LAYOFF**

- 19.1 Upon NHRS-eligible 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 hours pay for every two hours sick leave accumulated.
- 19.2 Vacation. Employee shall receive payment for all unused vacation time.
- 19.3 Personal Time. The employee shall receive payment for all unused personal time.
- 19.4 Compensatory Time. The employee shall receive payment for all unused compensatory hours accrued at the time of separation or upon promotion to a salaried position.

ARTICLE 20 - RETIREMENT

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

ARTICLE 21 - VACATION & PERSONAL LEAVE

21.1 Vacation

- 21.1.1 Annual leave shall be accrued in hours each year to be used in the following year.
- 21.1.2 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	Accrued Leave Issued	
Second year	Two (2) normal work weeks	(84 hours)
Sixth year	Three (3) normal work weeks	(126 hours)
Tenth year	Four (4) normal work weeks	(168 hours)
Twentieth year	Five (5) normal work weeks	(210 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 sixth year will occur on the sixth January 1 on which the employee was employed. The vacation credited for the tenth year will occur on the tenth January 1 on which the employee was employed. The vacation credited for the twentieth year will occur on the twentieth January 1 on which the employee was employed. Variations in work week shall cause pro-ration of annual leave.

- 21.1.3 Vacation time not used may be carried forward to the next year up to a maximum of 24 hours. Carry over of additional hours above 24 hours shall require Select Board approval. Upon application by an employee to carry over additional vacation time, the department head will bring the request to the Select Board and the Select Board shall have the sole authority to grant an exception to this section.
- 21.1.4 Any vacation time to be taken in excess of eighty-four (84) consecutive work hours for employees shall be taken at the discretion of the department heads. All requests for vacation leave must be submitted in writing, and/or through the Department's scheduling software, a minimum of 8 calendar days in advance. 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.

Between January 1st and March 31st of each year, bargaining unit members may apply for up to 48 hours of vacation to be awarded by seniority. Vacation requests submitted on or after April 1st will be granted on a first come, first served basis.

If there is a conflict in the number of employees applying for a given time or shifts(s) for vacation after April 1st, it will be settled by rank and seniority-in-rank. In cases with identical seniority dates, seniority will be decided by the Department's annual established seniority list..

- 21.1.5 **Cancellation.** Vacation leave requests cannot be canceled without at least 24 hours' notice, if the shift has not yet been filled. The fire chief at his sole discretion can waive the cancellation notice requirement. This decision is not subject to a grievance.
- 21.1.6 **Vacation for New Hires.** New hires who are hired prior to July 1st shall have the opportunity to borrow up to 24 hours of vacation time which is typically not available until the following Jan. 1st to be used after July 1st in their year of hire. After Jan. 1st their vacation time will be reduced by the number of borrowed vacation hours used in the previous year. If they separate from employment prior to Jan. 1st, then the borrowed hours of vacation time will be deducted from their final paycheck.

On the first January 1, following the date of hire, new hires will receive 8 hours of vacation leave for each month worked during the preceding year up to 80 hours and no less than 40 hours with the time to be taken in that newly beginning year.

21.2 **Personal Leave**

21.2.1 Personal leave shall be defined as an absence during working hours for the purpose of attending to personal and family matters.

21.2.2 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. Personal leave must be taken in blocks of at least two hours at a time.

21.2.3 Bargaining unit members will be credited with 24 hours of personal time on January 1st each year. All personal days are accrued in one year and available for use in the following year.

21.2.4 New hires to earn 12hrs personal leave upon hire and will receive 24hrs upon each January 1st thereafter.

21.3 **Vacation, Personal Leave and Compensatory Time Black-out**

21.3.1 Vacation, Personal Leave and Compensatory Time requests on the following holidays will not be accepted or approved unless coverage is pre-arranged:

- Independence Day
- Thanksgiving Day
- Christmas Day

21.3.2 Employees who work a full 24-hour shift on any blackout holiday shall receive 24-hours of personal leave to be used by December 31st the following year.

ARTICLE 22 - HOLIDAYS

22.1 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
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

22.2 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.

- 22.3 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.
- 22.4 Due to a different work schedule, the Fire Prevention Officer shall receive holiday pay as detailed herein:
- 23.4.1 When a holiday falls on a Sunday, the following Monday shall be considered to be the holiday.
- 23.4.2 When a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday.
- 23.4.3 The employee shall have the holiday as a paid day off at his/her normal hourly rate.
- 22.5 If there is an unexcused absence on a holiday (as listed in 23.1) by an employee, that employee shall forfeit the right to holiday pay for that specific holiday for that year. Unexcused absences include: absent without leave or sick leave without documentation from physician or medical professional regarding the employee's illness or injury, or that of an immediate family member. The physician's note or documentation must be provided within 7 calendar days of the holiday.

Any employee on family and medical leave (FMLA), short-term disability, and or long-term disability shall be paid for any holiday(s) that occur while the employee is on leave.

ARTICLE 23 - SICK LEAVE

- 23.1 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
- 23.2 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) scheduled shifts 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) scheduled shifts. Proof of illness or disability may be required at any time by the Select Board, 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.

- 23.3 **Sick Bank.** Effective each January 1st, employees who have accumulated their two hundred seventy (270) hours maximum sick leave credit may deposit further sick leave credits at the rate of eighteen (18) hours 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 two hundred seventy (270) hours 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 one hundred and thirty-five (135) hours (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 270 hours 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 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.

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.

- 23.4 **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 24 - COURT LEAVE

- 24.1 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.
- 24.2 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 25 - JURY DUTY

- 25.1 An employee serving on jury duty shall be excused from his/her regular shift in order to fulfill such service. An employee serving on jury duty shall continue to receive his/her regular straight time wage. For any day the employee is paid by the Town while on jury duty or in preparation for jury duty, the employee shall reimburse the Town any funds, except parking and mileage allowance, received as a result of that jury duty, through payroll deduction. Jury duty shall not count as time worked for the purposes of overtime calculations.

In the event that an employee assigned to 24-hour shifts is released from jury duty by 1700 hours on a day he/she would normally be scheduled to work, he/she shall contact command staff; should command staff determine that the employee's return to duty would serve the Employer's legitimate business needs, he/she may direct the employee to return to duty. An employee assigned to 24-hour shifts shall be released from duty by no later than 1800 hours when scheduled for jury duty the following day.

In the event that an employee assigned to a 5-day per week schedule is released from jury duty by 1300 hours on a day he/she would normally be scheduled to work, he/she shall contact his/her immediate supervisor; should the immediate supervisor so contacted determine that the employee's return to duty would serve the Employer's legitimate business needs, he/she may direct the employee to return to duty. An employee assigned to a 5-day per week schedule shall be released from duty by no later than 1700 hours when scheduled for jury duty the following day.

ARTICLE 26 - MILITARY LEAVE

- 26.1 The Town will compensate employees called to active-duty service with the United States Armed Forces for annual training duty, the difference between the total pay received for military service and the amount of straight time earnings lost by reason of such service,

based upon the employee's regular straight time rate. Such payment shall be made upon receipt of satisfactory evidence of the amount of total pay received for military service. The employee shall be entitled to 15 days of such compensation for military leave per training year.

26.2 Extended Military Leave. Extended military leave is defined as more than two (2) consecutive weeks.

The Town of Goffstown follows the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Any reservist or member of the National Guard who is returning from active duty lasting 5 years or less, unless otherwise exempt from the five-year limitation, shall be guaranteed a position equivalent to the position that the employee vacated to perform the active duty.

The Town of Goffstown may ensure that an employee called to active duty shall not suffer a wage loss during their period of involuntary active military duty. As such, the employee may request differential pay from the Town provided that proof of military wages is presented.

The Town may authorize the continued payment of wages amounting to the difference between the employee's total military pay rate and their current straight time pay rate, at the time of duty, for up to 6 months. The Department Head may authorize an extension of this differential pay with the approval of the Select Board.

For employees currently enrolled in the Town's group insurance plans, the Town may continue to provide the same insurance coverage to the employee, spouse and/or family for up to 6 months. The employee shall have their premium cost-share deducted from their pay differential or shall coordinate repayment of their premium cost-share upon return from active duty, if they are not eligible for a pay differential while on active duty. If an employee is required to terminate his/her employment due to a disabling illness, injury, or death, no premium cost-share will be due to the Town. The Department Head may authorize an extension of this continued health insurance with the approval of the Select Board.

Vacation and sick time will not accrue during an extended military leave of absence. Any accrued vacation and sick time will be frozen during the military leave of absence and monthly accruals will be reinstated upon returning to work for the Town of Goffstown.

Employees who voluntarily leave the Town's employ to enlist into full-time active uniformed services are not eligible to receive the pay differential or continued insurance coverage, other than the required COBRA benefits.

ARTICLE 27 – EMERGENCY, BEREAVEMENT & FAMILY MEDICAL LEAVE

- 27.1 For the purposes of this section immediate family shall be defined as being a spouse, and children of the employee, children of the spouse, grandmother, grandfather, mother, father, sister and brother of either the employee or the employee’s spouse, or others at the discretion of the Fire Chief or his designee.
- 27.2 **Emergency Leave.** Emergency leave may be granted by the Fire Chief or his designee without loss of pay for emergency purposes, which shall include: critical illness in the immediate family, if an employee is subpoenaed to appear before a court and such other situations considered meritorious by the Fire Chief or his designee who shall certify allowance or disallowance of the emergency leave sought, this decision is not grievable. Emergency leave shall be supplementary to and not in restriction of, sick leave, or annual leave as herein provided.
- 27.2.1 Use of emergency leave shall not replace the provisions of FMLA leave referenced under Article 27.8 of this contract. Employees whose emergency leave event qualifies for FMLA leave under current federal law, must apply for FMLA leave and provide the necessary documentation to determine the need. Pay for FMLA qualifying events will be covered by the applicable provisions of FMLA leave.
- 27.3 **Bereavement.** Bereavement leave is for a death in the employee’s family. An employee who wishes to take time off due to the death of an immediate family member should notify the Fire Chief or his designee as soon as possible. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.
- 27.3.1 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.
- 27.3.2 If an employee needs more time than allowed by the Chief, then the employee may use accrued personal or compensatory time.
- 27.3.3 Bereavement Leave shall be supplementary to, and not in restriction of, sick leave or annual leave as herein provided. –
- 27.4 **Family Medical Leave Act.** The Collective Bargaining Agreement follows the Town of Goffstown Personnel Plan related to the Family Medical Leave Act, as well as the federal law. Except that when an employee has used two (2) consecutive sick leave days, or used

the equivalent of 42 hours of sick leave in the same pay period, or was admitted in a medical care facility for inpatient care, then the department head shall notify the Finance Office who shall send an FMLA notice to the employee and a copy to the department head within five (5) days of first supervisor notification. This time will count toward the employee's available FMLA time in accordance with the Family and Medical Leave Act.

27.4.1 For an employee who works a 5-day per week schedule, the triggering events will be when the employee has used more than three (3) consecutive sick leave days, or used the equivalent of 42 hours of sick leave in the same pay period, or was admitted in a medical care facility for inpatient care.

ARTICLE 28 – DONATION OF LEAVE

28.1 The Town has established a leave donation policy allowing full-time IAFF Local 3420 employees the opportunity to donate a limited amount of vacation leave from their leave banks to the sick leave bank of another full-time IAFF Local 3420 employee who has exhausted all of his/her own leave banks due to an absence caused by a catastrophic, non-work-related illness or injury. A recipient employee's income will continue to be supplemented with available donated leave during his/her period of disability.

28.2 **Definitions:**

Serious Health Condition - means a serious health condition of an employee or family member (as defined by the Family and Medical Leave Act).

Medical Certification -- documentation from the employee's physician stating that, due to a serious health condition, the employee is unable to perform his normal job duties; or that, due to a serious health condition, the family member is unable to perform normal daily functions and the employee is needed to care for the family member. The certification must also provide the nature of the serious health condition, the expected period of absence and the expected date of return to work. FMLA documentation is acceptable.

Donor - the employee voluntarily donating his/her leave to another employee.

Recipient - the employee accepting leave donations from another employee(s).

Leave Bank(s) - Accrued leave time as tracked by Finance. Leave banks include, sick leave, vacation leave, personal leave, and compensatory time, as applicable to this policy.

28.3 **Criteria for Donating Leave:**

Employees may voluntarily donate accrued vacation time to an employee who is eligible to receive donated leave.

Donors may only donate leave already accrued and will be responsible for ensuring there is sufficient leave in his/her bank at the time of donation.

Sick leave, Personal Leave, and Compensatory time may not be donated.

Donations must be donated in twelve-hour increments, which will be transferred hour-for-hour in the recipient's sick leave bank.

All donations must be voluntary. No employee may be threatened or coerced by any other employee with respect to donating or receiving leave under this policy. Likewise, no employee will receive remuneration of any kind for leave donated. Requests to donate leave must be in writing and must be signed by the donor.

Leave donations should be requested prior to the exhaustion of the recipient employee's own leave banks. However, at the discretion of the Select Board, donations may be applied retroactively to the point the recipient first exhausted his/her leave banks.

The total amount of leave donated to an employee in any calendar year may not exceed the recipients twelve-week Family and Medical Leave entitlement.

28.4 Criteria for Receiving Donated Leave:

The recipient, a fellow employee or supervisor acting on the recipient's behalf, will submit a written request for leave donations, signed by the requesting recipient, upon or just prior to the recipient exhausting all accrued leave, to the recipient's department head. The department head will forward the form to Finance for processing.

Medical certification must be provided by the recipient to the Finance Department when the request for leave donation is made. The recipient may be required to provide medical evidence of continuing disability upon the request of Finance.

The recipient must not be receiving Worker's Compensation benefits.

The recipient must not be eligible for use of the Town's Sick Bank as defined by article 24.3.

The recipient must not be engaged in any other employment while receiving leave donations, and may be required, at the Town's discretion, to sign a form verifying the same. Such outside employment will subject the recipient to a disqualification of further benefits being donated into his/her leave bank.

28.5 Administration of Donated Leave:

The employing department and the Finance Department have jurisdiction over the leave donation process. All requests for leave donations will be received first by the department

head, who will approve or deny any request. Denial will be based on excessive use or for abuse of sick leave within twelve months prior to the request. Any approved request for leave donation will be sent by the department head to the Finance Department for final approval.

Donations will be in writing on a standardized form developed by the Finance Department. Donations will be processed out of a donor's bank(s) upon receipt of the form by the Finance Department.

Donations are irrevocable. Recipients will not be allowed to transfer leave benefits back to the donor. Absences will be classified as accrued sick leave for payroll purposes. The recipient will be allowed to continue to accrue leave benefits as long as they are on paid leave status in accordance with the applicable leave accrual policies, as well as other applicable benefits provided to employees out on paid sick leave. Donated time is not to exceed the annual maximum sick time at year end, and will be adjusted as sick time normally would be adjusted at year end.

Donations will be applied to a single serious health condition, except when the absence will be on an intermittent basis for ongoing treatments. This will be certified by the recipient's physician. A new process may be pursued for a subsequent qualifying illness or injury.

28.6 Exceptions:

Family and Medical Leave approved absences not covered by the Town's sick leave policy are ineligible for leave donations.

ARTICLE 29 - INSURANCE AND BENEFIT PLANS

29.1 Plans Offered and Eligibility: On the first day of the month that begins following thirty days of employment, full-time regular employees shall be eligible for participation in the following insurance and benefit plans:

- Health Insurance Plans
- Dental Insurance
- 457 Deferred Compensation Plans
- Section 125 Flex Benefit Plan
- Disability Insurance (STD and LTD)
- Life Insurance

29.2 **Employer Contribution:** The Town of Goffstown will contribute the following percentages each year towards the premiums of health and dental insurance plans in which the employee is enrolled:

PLANS CURRENTLY AVAILABLE:

Access Blue Plan (AB20)	84.5%
Access Blue - Site of Service 20/40 1/3K DED	90%
Lumenos 2500 (This is a H.S.A. eligible plan.)	90%
Delta Dental (BPM 1,250)	85%

The Town of Goffstown pays 100% of the Disability (STD and LTD) and Life Insurance Premiums. Life Insurance coverage equals the employee's base salary and is capped at \$100,000. Participation in the disability and life insurance plans are not optional.

29.3 **Family members employed by the Town:** In the event the employee has a qualifying family member that is employed full-time with the Town, the Town shall provide one health and dental insurance benefit to the family, at the applicable benefit level. The Town shall pay up to 100% of the Access Blue Plan and Delta Dental Plan.

29.4 **Declination of Health Insurance:** An employee must select at least one health insurance option unless they can demonstrate coverage from another source. Any employee not participating in a town health insurance plan will receive \$158.85 per week. The employee can elect to take all or part as cash, deposit all or part into a 457 Deferred Compensation or 125 Flex Plan.

29.5 **Federal/State Laws related to Health Insurance:**

The parties agree to work cooperatively and to negotiate in good faith to avoid the imposition of all taxes (hereinafter "penalties") that may result from the Affordable Care Act of 2009. Any health insurance plan which is subject to a penalty will not be offered in the year such penalty would take effect.

ARTICLE 30 - WORKER'S COMPENSATION

30.1 All employees under this Agreement shall be covered by Worker'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 Fire Department Safety Committee consisting of three (3) people.
- 32.2.2 The committee shall be comprised of one full-time non-bargaining unit supervisory employee as determined by the Fire Chief, one member of the bargaining unit chosen by the bargaining unit, and one call officer or firefighter chosen by the call officers. An alternate member may be designated for each member in the same manner as the member was selected.
- 32.2.3 A meeting quorum will consist of two members.
- 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 on the first of the month following date of hire. Retirement, Medicare and Worker'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

(3 YEAR 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, 2024.
- 37.2 The parties agree to meet on or before May 31, 2024, 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.

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 14th day of March, 2022.

IAFF LOCAL 3420
Professional Firefighters of Goffstown

By: Stefan Donahue
Duly Authorized
Stefan Donahue, President

Colin O'Brien
Colin O'Brien, Vice President

Rebecca Kurth
Rebecca Kurth, Treasurer

Nicholas Puleo
Nicholas Puleo, Secretary

TOWN OF GOFFSTOWN, NH
Goffstown Select Board

By: Peter Georgantas
Duly Authorized
Peter Georgantas, Chairman

Chet Bowen
Chet Bowen, Vice Chairman

Collis Adams
Collis Adams

Kim Craig
Kim Craig

Mark Lemay
Mark Lemay

APPENDIX A – SCHEDULE

Schedule for Full-Time Lieutenants & Firefighters							
	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
<u>WEEK 1</u>	A-SHIFT	B-SHIFT	C-SHIFT	D-SHIFT	A-SHIFT	B-SHIFT	C-SHIFT
<u>WEEK 2</u>	D-SHIFT	A-SHIFT	B-SHIFT	C-SHIFT	D-SHIFT	A-SHIFT	B-SHIFT
<u>WEEK 3</u>	C-SHIFT	D-SHIFT	A-SHIFT	B-SHIFT	C-SHIFT	D-SHIFT	A-SHIFT
<u>WEEK 4</u>	B-SHIFT	C-SHIFT	D-SHIFT	A-SHIFT	B-SHIFT	C-SHIFT	D-SHIFT

SCHEDULE FOR FIRE PREVENTION / INSPECTION OFFICER (42 HRS)					
<u>Day:</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>Shift:</u>	7:00a- 3:30p	7:00a- 3:30p	7:00a- 3:30p	7:00a- 3:30p	7:00a- 3:00p
<u>Hours:</u>	8.5 hrs.	8.5 hrs.	8.5 hrs.	8.5 hrs.	8 hrs.
FIRE CHIEF AND FIRE PREVENTION/INSPECTION OFFICER MAY DETERMINE ACTUAL SCHEDULE					



APPENDIX B – WAGE MATRIX & PLACEMENT

B.1 – WAGE MATRIX

BASE WAGES (not including incentives - see Article 13.2) Effective 07/01/2022 - 06/30/2024			
Probationary Rate - \$22.00 (plus incentives)			
Years in Grade	FF	MASTER FF	LT
1	\$ 22.75	\$ 25.03	\$ 31.42
2	\$ 23.66	\$ 25.78	\$ 32.05
3	\$ 24.37	\$ 26.81	\$ 32.37
4	\$ 24.86	\$ 27.35	\$ 32.69
5	\$ 25.36	\$ 27.90	\$ 33.02
6	\$ 25.61	\$ 28.17	\$ 33.35
7	\$ 25.87	\$ 28.46	\$ 33.68
8	\$ 26.13	\$ 28.74	\$ 34.02
9	\$ 26.39	\$ 29.03	\$ 34.36
10	\$ 26.65	\$ 29.32	\$ 34.70

BASE WAGES (not including incentives - see Article 13.2) Effective 07/01/2024			
Probationary Rate - \$22.44 (plus incentives)			
Years in Grade	FF	MASTER FF	LT
1	\$ 23.21	\$ 25.53	\$ 32.05
2	\$ 24.13	\$ 26.30	\$ 32.69
3	\$ 24.86	\$ 27.35	\$ 33.02
4	\$ 25.36	\$ 27.90	\$ 33.34
5	\$ 25.87	\$ 28.46	\$ 33.68
6	\$ 26.12	\$ 28.73	\$ 34.02
7	\$ 26.39	\$ 29.03	\$ 34.35
8	\$ 26.65	\$ 29.31	\$ 34.70
9	\$ 26.92	\$ 29.61	\$ 35.05
10	\$ 27.18	\$ 29.91	\$ 35.39

B.2 – PLACEMENT ON WAGE MATRIX as of 07/01/2022

Position	Emp ID	Base Wages 07/01/2022
LT	443	\$ 34.70
LT	6485	\$ 32.05
LT	6546	\$ 32.05
FF	6220	\$ 26.65
FF	6326	\$ 25.36
FF	6402	\$ 24.37
FF	6547	\$ 23.66
FF	6591	\$ 23.66
FF	6592	\$ 23.66
FF	6594	\$ 23.66
FF	6542	\$ 22.75
FF	6599	\$ 22.75
FF	6577	\$ 22.00
FF	6647	\$ 22.00
FF	6652	\$ 22.00
FF	6655	\$ 22.00
FF	6658	\$ 22.00
FF	6659	\$ 22.00
FF	6660	\$ 22.00
FF	6662	\$ 22.00
FF	6663	\$ 22.00
FF	6668	\$ 22.00
FF	6669	\$ 22.00
FF	6670	\$ 22.00
FF	6671	\$ 22.00