

**AGREEMENT BETWEEN**

**THE TOWN OF HANOVER, NEW HAMPSHIRE**

**AND**

**THE PROFESSIONAL FIREFIGHTERS OF HANOVER  
LOCAL 3288, IAFF**

**7/01/23 - 6/30/24**

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**Agreement between the Town of Hanover, New Hampshire,  
and  
The Professional Firefighters of Hanover,  
Local 3288, I.A.F.F.**

**CHAPTER 1: PURPOSE AND POLICIES**

**ARTICLE 1.1 - Preamble**

This agreement is entered into by and between the Town of Hanover, New Hampshire, hereinafter referred to as the employer, and Local #3288, International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this agreement to achieve and maintain harmonious relations between the Town and the Union, and to provide for the equitable and peaceful adjustment of contractual differences which may arise, through proactive, constructive, and cooperative interaction, and to continue the existing harmonious relationship between the Fire Department and its permanent employees, and to promote the efficiency, morale, well-being, and security of the department's employees, and to establish proper standards of wages and benefits, hours, and other conditions of employment.

**ARTICLE 1.2 - Recognition**

The employer recognizes the Union as the sole and exclusive bargaining agent for all full time Firefighter/Emergency Medical Services Providers and Fire Lieutenants, excluding the Fire Prevention Officer.

**ARTICLE 1.3 - Discrimination**

The parties to this agreement agree not to discriminate against any employee because of age, race, color, creed, gender, national origin, marital status, physical or mental disability, veteran status, religious creed, sexual orientation or any other protected classes required by law.

**ARTICLE 1.4 - Gender**

Whenever a male gender is used in this agreement it shall be construed to include and refer to all employees in job classifications regardless of sex.

**CHAPTER 2: ADMINISTRATIVE AND EMPLOYEE RESPONSIBILITIES**

**ARTICLE 2.1 - Management Rights**

Except as otherwise specifically modified in this agreement, the management and direction of Fire Department operations, as well as the means by which such operations are to be conducted, shall remain the sole and exclusive responsibility of the Town. All rights and responsibilities not specifically modified by this agreement shall continue to remain as the sole and exclusive function of the Town.



The Town retains the sole responsibility to determine the total number of employees required to perform the duties of the Fire Department, and to adjust the assignment of those employees as necessary for the efficient management of the department.

The Hanover Personnel Policy Manual in effect as of the signing of this agreement will prevail in all matters, except where there is a specific provision in this agreement.

Nothing in this agreement shall be construed to limit the right of the Fire Chief or his designee to command the Fire Department in any and all emergency situations as they deem appropriate.

Nothing in this section shall be construed to limit the rights of employees under law.

### **ARTICLE 2.2 - Union Activity**

There shall be no discrimination, interference, restraint, or coercion by the parties against any employee for his activity on behalf of, or membership or non-membership in the union.

### **ARTICLE 2.3 - Union Business**

One employee will be allowed to represent the Union, without loss of pay or benefits to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars and conferences without loss of pay. These meetings shall include, but not be limited to, bi-monthly Professional Firefighters of New Hampshire meetings and Professional Firefighters of New Hampshire bi-annual convention. Members of the Union negotiating team, or grievance committee, not to exceed one (1) employee per shift shall be allowed time off with pay for all negotiating meetings and activities related to the grievance procedure, which shall be mutually set by the employer and the Union, without loss of pay. On-duty members will be allowed to attend meetings at the fire station provided that they remain available for emergencies and public inquiry.

### **ARTICLE 2.4 - Union Office**

The employer agrees to allow the union to have space for a desk in the fire station, and use of the area in the fire station known as the "library" for union informational activities including but not limited to bulletin board space, and reference library, provided that the area will be kept in a neat manner, and that any use of the area does not interfere with the operation of the fire department.

The employer agrees that the Union may maintain and utilize a computer, at its own expense, in the Union office. Further, the Town agrees that the Union may make reasonable modifications and alterations to the Fire Station to allow for a dedicated electronic connection, whether through a telephone line or other, for access to the information network. All software, hardware, email, voice mail, or any communication via the Union computer is the sole and exclusive property of the Union. Any and all communication by a Union member is considered confidential and any violation of that confidentiality, without the express permission of the Union, will be deemed a violation of this confidentiality. The employer expressly agrees that the computer software and communications policies and procedures and any other rules and regulations, standard operating





procedures, or any other Town policy relating to computer use shall not apply to the Union's use of their own computer.

#### **ARTICLE 2.5 - Consultation Clause**

1. Two representatives of the Union shall meet with the Chief once a month to discuss matters of mutual concern, including matters necessary to the implementation of this agreement. An agenda shall be submitted by the Union to the Chief no less than five days prior to the scheduled meeting. Additional matters may be placed on the agenda at the discretion of the Chief. Nothing contained herein shall prevent the Chief and the Union from meeting on a less frequent basis by mutual agreement.
2. Nothing contained herein shall prevent the Union and the Chief from consulting at any time if matters of mutual concern arise of an urgent or emergency nature.

### **CHAPTER 3: DEFINITIONS**

#### **ARTICLE 3.1 - Definitions**

Whenever used in this agreement, the following terms and words shall be defined as indicated below:

**ANNIVERSARY DATE:** Date of completion of initial probationary period or most recent reclassification date. (This date changes upon reclassification.)

**APPOINTING AUTHORITY** - The Town Manager is the appointing authority for all classified positions, in his absence, the designated Acting Town Manager.

**APPOINTMENT** - The designation of a person as an employee of the Town and induction into a position in the classified service on either a temporary, probationary or permanent basis.

**CLASSIFICATION** - The assignment of an individual position to an appropriate class on the basis of kind of work, duties and responsibilities of the position.

**DISABILITY LEAVE** - Disability leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence caused by a non-job related accident, injury, or disease.

**EMPLOYMENT DATE** - - Date of hire.

**INJURY LEAVE** - Injury leave shall mean paid leave given to an employee due to absence from work caused by an accident, injury, or disease which occurs while performing, or as a result of having performed the duties of their position.

**JOB DESCRIPTION** - The written description of the duties and responsibilities of a classification of positions along with its fitness and qualifications requirements.

PERSONNEL ACTION - All activities affecting any aspect of an employee's status. Includes appointments, original hiring, re-employment, transfer, promotion, demotion, changes in hours, reclassification, resignation, suspension, dismissal, and placement in leave status.

POSITION - A regularly established job in the classified service of the town.

REGULAR RATE - The actual step an employee has reached within the pay range established for his reclassification of positions.

STEP INCREASE - A pay increase, granted as a result of acceptable job performance, to the next higher step within the classification level established for that classification level.

SUSPENSION - An enforced leave of absence for disciplinary purposes, or pending an investigation of charges made against an employee.

### **ARTICLE 3.2 - Seniority**

SENIORITY - Seniority shall be determined by continuous service in the fire department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, Long Term Disability for a duty related injury in excess of two (2) years, Long Term Disability for a non-duty related injury in excess of twelve (12) months, leave of absence in excess of twelve months, or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking in the hiring test, or in the event of a tie, by birth date. The seniority list and anniversary dates shall be posted by the Fire Department administration on the bulletin board in the hallway annually, in January, and shall update them as changes occur.

### **ARTICLE 3.3 - Anniversary Dates**

The anniversary dates are subject to confirmation with the individual Union members pursuant to the definition provided in 3.1.

## **CHAPTER 4: JOB DESCRIPTIONS**

### **ARTICLE 4.1 - Job Descriptions**

At the date of execution of this agreement, the Job Description for Firefighter/Emergency Medical Services Provider is contained in Appendix A, and the Job Description for Fire Lieutenant is contained in Appendix B. These shall constitute the Job Descriptions for the members of the bargaining unit.

## CHAPTER 5: COMPENSATION SYSTEM

### ARTICLE 5.1 - Pay Policy

- A. All increases in wages and cost items are contingent upon BOS approval and a successful vote at the 2023 Town meeting.

Effective July 1, 2023, wages will increase by five percent (5.0%) over the prior contract year, as shown on the Labor Grade and Step Schedule (Appendix D), and eligible employees shall advance one step as set forth below. In addition, employees shall receive a one-time stipend in the first full pay period of July 2023-2024 of \$150.00.

The Town and Union agree to complete a wage and classification study prior to commencement of negotiation for the inclusion on the FY24 warrant. The study shall be completed as soon as practicable. The Union shall be provided with an opportunity to meet with the consultant and provide input prior to the completion of the wage study. Negotiations on a successor collective bargaining agreement shall commence no later than September 30, 2023. In cooperating with the Town's wage study the Union does not waive and specifically reserves all rights including, but not limited to, collective bargaining; free speech and assembly.

At the successful completion of the probationary period, the affected employee shall move one step higher. Each subsequent step will be achieved by successful completion of one year of service and upon recommendation of the Fire Chief. The Fire Chief may deny a step increase for just cause. The burden of proving just cause is upon the Town and is subject to the grievance procedure delineated in Article 13.

Upon successful completion of a paramedic course, New Hampshire Paramedic licensure and local medical protocols, a Firefighter/EMS Provider shall be placed at the step in Labor Grade 16 that is one step below their current step in Labor Grade 14. For example, an employee with EMT-Advanced certification currently at Labor Grade Step E upon attaining the above requirements shall be placed at Labor Grade 16, Step D.

Fire Lieutenants who successfully complete Paramedic certification shall be designated as Fire Lieutenant II and placed at the step in Labor Grade 17 that is the same as the step assigned to them in their prior position.

- B. Performance Evaluation

For purposes of annual step increases, every employee's performance shall be evaluated in writing prior to their anniversary date. Failure to complete an employee's evaluation, through no fault of the employee, shall not delay the granting of the employee's step increase.

Every employee shall be evaluated in writing at least annually beginning at least three weeks prior to their anniversary date. Performance evaluations shall be completed on the

forms developed by the Human Resources Department of the Town for that purpose, as they exist as of the date of this agreement.

**ARTICLE 5.2 - Payroll Deduction of Dues**

The employer agrees to deduct from each paycheck dues in an amount certified to be current by the treasurer of the local union from the pay of all members covered in this agreement. The total amount of all such deductions shall be remitted each month by the employer to the treasurer of the local union.

**ARTICLE 5.2.A - Direct Deposit of Paychecks**

The Town will make direct deposits of employee checks available to banks specified by the employee.

**ARTICLE 5.3 - Additional Steps Pay**

The Town agrees that the successful completion of one (1) of the following modules will be recognized by the Town with an extra step increase:

- a) Driver/Operator
- b) Firefighter Level III
- c) Certified Company Officer

These modules may only be taken in accordance with the provisions of Article 11.

**ARTICLE 5.4 - Pay Increases**

The Town Manager may grant an extra one step at any time during the year after reviewing a detailed written recommendation from the department head outlining the employee's exceptional performance, reclassification of the incumbent's position, or the existence of unusual conditions that make such action necessary. Each employee will receive written confirmation of annual step increases.

**ARTICLE 5.5 - Base Rate of Pay**

The regular hourly rate of pay shall be the weekly salary of the employee divided by forty-two (42).

**ARTICLE 5.6 - Compensation for Overtime**

Employees not exempted from the provisions of the Fair Labor Standards Act shall receive overtime pay at the rate of one and one-half times the regular rate of pay for work in excess of the



regularly scheduled duty hours, calculated to the nearest quarter hour, except as provided in the Call-back Pay Article 5.7.

#### **ARTICLE 5.7 - Call-back Pay**

Off-Duty employees who are called in to work outside their shift hours shall be paid, regardless of how long they actually work, a minimum compensation of not less than two hours at their overtime rate, provided however that compensation shall not be included in the hours worked during the work day or work week for purposes of calculating overtime, except to the extent of time actually worked during such period. Call-back does not include being held over at the end of a shift or being scheduled early for a shift, where the employee shall receive their overtime rate of one and one-half times their regular rate of pay calculated to the nearest quarter hour.

The call-back shall be considered to be completed at the time the shift supervisor shall declare the call-back over. In the event that the employee works in excess of two (2) hours, the employee shall receive their overtime rate of one and one-half times their regular rate of pay calculated to the nearest quarter hour.

#### **ARTICLE 5.8 - Drill Pay**

Members covered under this agreement will be paid overtime pay when off duty for time actually spent attending the following drills:

- A. Monthly fire department fire/EMS drills.
- B. Monthly EMS District A 6 Training / Critique.
- C. Required EMS Refresher. Members who do not take the refresher offered by the Hanover Fire Department will not be paid overtime for time spent attending the refresher, unless previously approved by the Chief.
- D. Any other drill that Hanover Fire Department management requires members to attend.

#### **ARTICLE 5.9 - On Call Allowance**

The members covered under this agreement will be paid One (\$1.00) Dollar per hour for each hour that they commit themselves to be available for callback, and must report fit for duty within twenty (20) minutes of the callback.

#### **ARTICLE 5.10 - Critical Shortage Pay**

The Fire Chief, in consultation with the Town Manager, may declare a critical shortage in any pay classification(s) within the department. The Fire Chief may declare a critical shortage based upon any one, or combination of, the following circumstances:

- A. Multiple or prolonged vacancies within a classification(s).
- B. Multiple incidents where current employees within the identified classification(s) are unable to perform certain aspects of the job responsibilities based on disability, injury or illness.

C. Additional workload due to construction, weather, flooding, or other emergencies etc.

Once a critical shortage is declared within a classification(s), current employees within the subject classification(s) shall receive an additional \$100 per week in Critical Shortage Pay not to exceed \$1500 for any single employee in any fiscal year. Once declared, the Critical Shortage Pay for current employees shall continue for a minimum of four (4) weeks or until all employees have received the maximum critical shortage pay of \$1500.00 per fiscal year (whichever occurs first).

The Department Head shall also have the discretion to offer hiring bonuses up to \$1500.00 to attract new employees to augment the current compliment of staff or to fill current vacancies. Newly hired employees that receive such a hiring bonus shall be ineligible to receive Critical Shortage Pay for a period of twelve months following the date of hire. For the purposes of this policy, "pay classification" shall mean a specific position or positions responsible to perform duties required in areas where a critical shortage of personnel has been identified by the Department Head.

The Department Head, in consultation with the Town Manager, shall have the discretion to declare when the critical shortage has been resolved subject to the limitations set forth herein. This shall be considered a PILOT program in Fiscal Year 2024 and shall be reviewed, amended and potentially renewed by agreement of the parties for any fiscal year thereafter.

#### **ARTICLE 5.11 - Extraordinary Bonuses**

The Town may award Extraordinary Bonuses to employees that perform services to the general public that go above and beyond the call of duty. Such application for projects that would result in bonuses shall be reviewed and approved by a committee comprised of the Town Manager, Director of Human Resources and one other person appointed by the Town Manager. To be considered for an Extraordinary Bonus associated with an employee initiated special project, the employee shall submit an application for prior approval to carry out a specific community or interdepartmental based initiative or project that provides a distinct public benefit. The application shall include such details as a description of the project, any funding required by the Town, when the work will be undertaken/completed and approval from the Fire Chief. The Selectboard agrees to budget up to \$10,000 the first year town-wide for such Extraordinary Bonuses, which shall be limited to no more than \$2000.00 per employee /per fiscal year. Awards or denial of an Extraordinary Bonus shall not be subject to the grievance process.

#### **ARTICLE 5.12 - Referral Bonuses**

For the 2023-2024 contract year, employees that refer a new employee to the Town who is ultimately hired into a full time position shall receive a referral bonus of \$1000 upon hire of the referred employee and \$1000 after that employee's successful completion of probation.



### **ARTICLE 5.13 - Correction of Pay Scale**

Effective July 1, 2023, Steps A-1 and A-2 shall be eliminated. Eligible employees shall be adjusted by two steps to correct the inequities created during the implementation of the current pay plan. There shall be no retroactive application of this adjustment. Eligible in this section shall refer to any fire employee whose compensation was adversely impacted by the negative two step scale.

### **ARTICLE 5.14 - Vacation Sell Back Pilot**

For the 2023-2024 contract year, full time employees may sell back to the Town up to 20 hours of vacation time on their anniversary date.

## **CHAPTER 6: HOURS OF WORK AND OVERTIME**

### **ARTICLE 6.1 - Hours of Work**

The hours of work for the members covered under this agreement shall be two twenty-four (24) hour shifts from 7:00 a.m. to 7:00 a.m., for a total of 48 hours, which averaged over an eight-week cycle will constitute a forty-two (42)-hour work week.

### **ARTICLE 6.2 - Shift Exchange**

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

### **ARTICLE 6.3 - Administration of Overtime**

Supervisors are authorized to schedule overtime when necessary due to the taking of leave, or because of the maximum number of hours that employees may work in any continuous shift. Fire Department employees shall not be allowed to work more than two (2) scheduled consecutive shifts, or forty-eight (48) consecutive work hours, in any work week, unless the last shift is extended by an emergency. The Chief or his designee shall authorize overtime as necessary.

Overtime shift coverage shall be distributed as equitably as possible from a shift overtime list which will include all shift coverage or details in excess of three (3) hours.

The employer shall post or cause to be posted a current listing of all overtime shift coverage, and any overtime shift coverage or details shall be awarded based on ranking in the overtime list, with the employee with the least overtime hours given first opportunity for the overtime.

The employee eligible for the overtime shall be called on the telephone first, and if he is not at home, then he shall be paged and given ten minutes to respond to the page before the next eligible employee is called.

In the event that you receive any type of message "failed notice" on the paging software, the employee shall be radio paged and given ten minutes to call in. An exception to this procedure may be granted in the event that notification of the shift to be covered is given with less than three (3) hours' notice.

The union recognizes that it is occasionally necessary to cover shifts with little or no advance warning, and will make a reasonable effort to be available for shift coverage as needed.

No more than two (2) employees may request to opt off of the overtime shift coverage listing at any one time.

The preference shall be to staff each shift with a minimum of one officer and one paramedic.

The Parties have agreed to a pilot program as set forth in the attached addendum. Accordingly, the above-referenced language may be subject to modification with the approval of union membership and the Board of Selectmen.

**ARTICLE 6.4 - Holiday Pay**

The Town of Hanover recognizes the following days as holidays:

- |                             |                         |
|-----------------------------|-------------------------|
| New Year's Day              | Labor Day               |
| Martin Luther King, Jr. Day | Veterans' Day           |
| Presidents' Day             | Thanksgiving            |
| Memorial Day                | Day after Thanksgiving  |
| Independence Day            | Christmas               |
| Columbus Day                | **Biennial Election Day |

In addition, any other official legal holiday as declared by statute by the State of New Hampshire General Court.

\*\*Biennial election day is an unpaid holiday, however, employees who are on duty on the biennial election days and do not have an opportunity to vote during non-working hours shall be allowed a reasonable amount of time to vote without a loss of pay or benefits.

Employees who are required to work on the following five (5) holidays shall be paid time and a half their pay for that scheduled shift: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees will be paid time and one half for hours worked between 0001 and 2400 on these holidays.





## **ARTICLE 6.5 - Compensation for Holidays**

Employees covered under this agreement shall receive twelve (12) hours of regular pay for each holiday, in addition to their regular weeks salary, whether they actually work on the holiday or not.

In the event that all town employees receive extra time off for the holidays, the firefighters who are scheduled and on regular shift duty at that time shall also receive an equal amount of time off.

Holiday pay shall be paid either in the pay period in which the holiday falls or as a lump sum payment for all annual holidays during the first full pay period in December of each year. Prior to July 1st of each year, the employee shall notify the Finance Department of their election. Should an employee elect to receive all holidays paid in December but separate employment prior to the occurrence of any holiday for which the employee has already been paid, the Town may deduct the amount of pay received for such holiday(s) that were prepaid from the employee's final paycheck. If no election is received, holidays will be paid in the pay period in which they fall.

Example: The employee elects payment as holidays fall - 12 hours at the employee's current hourly rate will be made to the employee during that pay period in which a paid holiday occurs.

Example: The employee elects payment for all paid holidays in December - The employee will be paid 144 hours at his/her current hourly rate the first pay period in December, subject to possible recoupment as set forth above.

## **ARTICLE 6.6 - Working Out of Classification**

TEMPORARY APPOINTMENT - An appointment to an approved position for a period of limited duration, normally not more than six (6) months.

1. When an employee is temporarily assigned to work in a classification at a higher level of pay than the employee's regular classification for a period of five (5) hours or more, the employee shall be paid a differential for the time so assigned. The differential shall amount to the difference between the employee's regular rate of pay and the minimum rate for the classification of temporary assignment or 3% of the employee's base hourly rate, whichever is greater.
2. When an employee is temporarily assigned to a position in another classification for which the minimum rate of pay is the same as the employee's regular class, or to a class with a lower or minimum rate of pay, the employee's pay during the temporary assignment shall remain the same.

3. Temporary duty shall be offered by seniority of those on duty who possess NHFST Certified Company Officer (NFPA 1021).

Should it become medically certain that the employee will be unable to resume his original duties, then the position shall be posted for a promotional exam when notice of medical disability retirement is filed by the employee.

## **CHAPTER 7: LEAVE**

### **ARTICLE 7.1 - General Policy**

Leave is a period of authorized absence during regularly scheduled work hours that is approved by proper authority, during which time the employee does not work, but is still considered to be in the employ of the Town. Leave may be authorized with or without pay, and shall be granted in accordance with these rules on the basis of the work requirements of the department, and whenever possible, the personal wishes of the employee.

### **ARTICLE 7.2 - Procedure for Requesting Leave**

All leave other than sick, injury, or emergency leave must be requested and approved by the supervisor or department head prior to the taking of leave. In the case of illness, injury, or emergency, employees shall notify the supervisor or department head as soon as possible prior to the time set for regularly scheduled working hours.

Requests for leave without pay must be submitted in writing to the department head, and approved by the Town Manager. An employee will not be paid for any absence from scheduled working hours unless such absence is approved by the Fire Chief, or his designee.

### **ARTICLE 7.3-1 - Vacation Leave**

Each employee shall be eligible for a leave with pay for the purpose of taking a vacation.

### **ARTICLE 7.3-2 - Length of Vacation**

Each employee shall accrue annual vacation leave from date of hire according to the following schedule:

- (a) During the first year of employment and until the completion of five (5) years of continuous service, two work weeks (96 hours) annually, to be accrued at eight (8) hours per month.
- (b) Upon completion of five (5) years of continuous service, three work weeks (144 hours) annually, to be accrued at twelve (12) hours per month.

(c) Upon completion of ten (10) years of continuous service, four work weeks (192 hours) annually, to be accrued at sixteen (16) hours per month.

Absences cannot be charged against vacation leave that has not yet accrued.

### **ARTICLE 7.3-3 - Use of Vacation Leave**

Vacation leave may be taken all at once, several days at a time, in parts of days, or accumulated and carried over into the following year.

Employees will not be allowed to carry over vacation time in excess of the following schedule:

- Employees with 1 - 5 years of service will not be allowed to have more than 200 hours of accumulated vacation leave time on the books at any time.
- Employees with 6 - 14 years of service will not be allowed to have more than 300 hours of accumulated vacation leave time on the books at any time.
- Employees with 15 years or more of service will not be allowed to have more than 400 hours of accumulated vacation leave time on the books at any time.

Exceptions to 7.3-3 may only be granted by specific written permission of the Town Manager after a written request is received from the employee with the written recommendation of the department head. Employees are advised to take their vacation during the year in which it is earned.

### **ARTICLE 7.3-4 - Vacation Time**

Vacation time will be allocated to each employee as vacation time is earned, will be shown on the pay slip of the employee, and will be updated on the first pay period of every month.

### **ARTICLE 7.3-5 - Vacation Scheduling**

Vacation leave will be scheduled by the shift officer, with approval of the department head, taking into consideration the best interest of the town, the particular needs of the department, and the desire of the employee. A conflict in scheduling vacation leave among employees will be resolved by the shift officer, with approval of the department head, on the basis of seniority, particular assignments of employees, and upcoming department work load.

When there is a full five-person crew on duty, one person may be allowed to take vacation time off without advance notice, with the approval of the shift supervisor.

Denial of vacation leave shall not be based solely upon the fact of another employee's absence from the same shift. Every reasonable effort shall be made by the town to allow more than one

employee to use earned leave at his request, even if the leave is scheduled at the same time as another shift member.

No more than two employees from one shift shall be allowed to take simultaneous vacation leave days.

**ARTICLE 7.4 - Vacation Leave Settlement upon Termination of Employment**

Employees who are eligible for vacation, and whose employment has been terminated for any reason shall be paid an amount equal to all accumulated vacation leave earned, but not taken.

An employee who has received vacation pay or taken a vacation which, upon termination has not been accrued, will have the amount of the unearned vacation pay previously received, deducted from his final compensation payment, or in the event that there is insufficient final compensation to cover the unearned vacation leave, the employee will be billed for the difference.

**ARTICLE 7.5 - Death of an Employee Eligible for Vacation Leave**

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary as listed in the employee's personnel file in an amount equal to the accumulated vacation leave.

Upon the death of an employee who has accrued sick leave, payment shall be made to the beneficiary of the deceased employee in an amount as stipulated above.

The Town Manager's Office will maintain a record of all credits and debits to the sick leave account of each employee. The employee may inspect this record at any time.

**ARTICLE 7.6 - Vacation as Sick Leave**

Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.

**ARTICLE 7.7 - Sickness While on Vacation**

With the approval of the Town Manager, an employee who becomes ill while on vacation may change those days when ill to sick leave.

**ARTICLE 7.8-1 - Sick Leave Policy**

SICK LEAVE - Sick leave shall be for the purpose of actual illness or disability of the employee, or because of illness or disability in the employee's immediate family, or to take, for himself or his immediate family, physical or dental examinations.

Immediate family shall include the following family members: spouse, child, mother, father, brother, sister, or other person living in the same household.

Employees will be eligible for sick leave with full pay at the rate of twelve (12) hours per month, for those working a 42-hour week, to be credited to the employee during the first pay period of each month from date of hire.

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in the case of necessity and actual illness or disability of the employee, or because of illness or disability in the employee's immediate family, or to take, for himself or his immediate family, physical or dental examinations.

An employee who does not utilize sick leave in any four (4) month period, beginning with the first day of each month following use of a sick day or portion thereof, shall be credited with twelve (12) hours of vacation time. Such vacation day shall be taken at a time mutually agreeable to the employee and the department head.

#### **ARTICLE 7.8-2 - Accumulation of Sick Leave**

Earned sick leave is accumulated on a continuous basis and may be accumulated to a maximum of one hundred twenty (120) days or fourteen hundred forty (1440) hours. For all employees hired after July 1, 2011, earned sick leave is accumulated on a continuous basis and may be accumulated to a maximum of eighty (80) days or nine hundred and sixty (960) hours.

Sick leave shall not accrue to any employee who is on sick leave for one (1) full calendar month or more, however sick leave shall continue to accumulate to any employee who is on injury leave, regardless of the length of the injury leave.

#### **ARTICLE 7.8-3 - Additional Sick Leave Request**

If the accumulated sick and vacation leave credits have been or are about to be exhausted, an employee may make application in writing for an additional allowance of sick leave.

Such additional allowances may be authorized by the Town Manager after reviewing all the circumstances, performance and other facts relevant to the request for the additional allowance. Any loan of sick time hours is to be repaid to the town as soon as possible after returning to duty.

#### **ARTICLE 7.8-4 - On Duty Emergency Leave**

Members covered under this agreement will be allowed, without loss of pay, up to four (4) hours of emergency leave from duty at any time, with reasonable notice to the shift supervisor to transport his immediate family to a medical facility for emergency treatment. This article will apply to childbirth, however this article is not intended to apply to non-emergency scheduled appointments.

IMMEDIATE FAMILY shall include the following family members: spouse, child, mother, father or other relative living in the same household.

**ARTICLE 7.9 - Sick Leave Settlement upon Termination of Employment**

Employees, employed by the Town of Hanover for less than twenty (20) years, who have accrued sick leave credits and whose employment is terminated for any reason shall be paid one half of the actual amount of sick time accumulated, but not expended. For employees employed by the Town of Hanover twenty (20) years or more, the following sick leave reimbursements shall apply:

1. Employees employed 20 - 24 years: reimbursement shall be 60% of sick leave accumulation.
2. Employees employed 25 - 29 years: reimbursement shall be 70% of sick leave accumulation.
3. Employees employed 30 - 34 years: reimbursement shall be 80% of sick leave accumulation.
4. Employees employed 35 - 39 years: reimbursement shall be 90% of sick leave accumulation.
5. Employees employed over 40 years: reimbursement shall be 100% of sick leave accumulation.

**ARTICLE 7.10 - Disability Leave**

DISABILITY LEAVE, as distinguished from sick leave, shall mean paid leave given to an employee due to absence caused by a non-job-related accident, injury, or disease.

**ARTICLE 7.11 - Injury Leave**

Employees are responsible for notifying their supervisor as soon as possible of any injury. The supervisor is then responsible for seeing that a report of injury is filed with the personnel office, the personnel office will then be responsible for filing the required state and insurance reports.

In the case of a slight injury which requires only "first aid", the employee and the supervisor are still responsible for completing and filing an injury report with the personnel office. If the injury later requires medical treatment, the employee and the supervisor should then notify the personnel office immediately that it has become a medical claim.

**ARTICLE 7.12 - Compensation While on Sick or Disability Leave**

1. Accumulated sick leave may be used by the employee during the first thirty (30) consecutive days of a disability leave.
2. Should any disability continue beyond thirty (30) days, the employee may receive income protection coverage for 60% of the employee's salary if the employee has elected short-term disability as part of their flexible benefits program.
3. At any time after thirty (30) days disability, the employee will be allowed to utilize the accumulated sick and vacation leave as a special disability leave to supplement the income protection coverage.

4. Should any disability continue beyond ninety days, the employee will receive income protection coverage for 60% of the employee's salary, in accordance with the long-term disability coverage provided as part of the flexible benefits program.

#### **ARTICLE 7.13 - Compensation While on Injury Leave**

1. The employee shall receive 100% of his base salary for the duration of any injury suffered while in the performance of duty, or as a result of having performed his duties in service to the Town of Hanover Fire Department, until such time as the employee has returned to work, settled the worker's compensation claim with the town's insurance carrier, or been accepted by the New Hampshire Retirement System to receive Accidental Disability Retirement Pension.
2. During the period the employee is receiving 100% of his salary, the employee shall pay to the Town all worker's compensation benefits.
3. During the period of injury, the employer shall maintain regular payments into all medical and pension plans to ensure continued coverage for the employee and his dependents. However, it shall be the responsibility of the employee to arrange with the accounting division for payments into the flex benefits program for coverage which the employee is normally responsible for.

Seniority, vacation, sick leave benefits and pension credits shall be maintained for the duration of the time spent on such leave.

#### **ARTICLE 7.14 - Personal Leave**

Non-exempt employees covered by this agreement will be allowed twenty-four (24) hours of personal leave in each fiscal year to be earned at the rate of twelve (12) hours for each six months of service, beginning from the date of hire and credited to the employee on July 1<sup>st</sup> and January 1<sup>st</sup>.

Personal leave with pay will be granted to employees to conduct urgent business which cannot be otherwise conducted during non-working hours.

Employees will be paid their regular rate of pay for each personal day, or part thereof, taken. Personal time may not be held over at the end of the fiscal year.

#### **ARTICLE 7.15 - Bereavement Leave**

- A. Immediate Family - Upon the death of an employee's immediate family member, personnel may request leave of up to forty-eight (48) working hours immediately following such death without loss of pay. Absent extenuating circumstances and written approval of the Town

Manager, immediate family bereavement leave must be taken within seven (7) calendar days of the death. Immediate family shall include the employee's parents, step-parents, spouse or domestic life partner, children, step-children and siblings. Domestic Life Partner is defined as two (2) persons in a committed relationship of a two (2) year or longer duration and residing in the same domicile. In any calendar year, an employee may receive bereavement leave for the death of his or her spouse or domestic life partner, but not for both.

- B. Extended Family - Upon the death of an employee's extended family member, personnel may request leave of up to one twenty-four (24) shift immediately following such death without loss of pay. Absent extenuating circumstances and written approval of the Town Manager, extended family bereavement leave must be taken within seven (7) calendar days of the death. Extended family shall include the employee's grandparents, aunt or uncle, grandchild, parents-in-law, and brother or sister-in-law. In-law bereavement leave may be granted for an employee's spouse's or domestic life partner's (see definition of domestic life partner in §7.15, A., above) parents or siblings, but in any calendar year, an employee may not receive bereavement leave for both (e.g., if an employee's spouse's sister and domestic life partner's brother passes away, the employee may receive bereavement leave for either the spouse's sister or domestic life partner's brother, but not both).
- C. Additional Time - Upon prior written request and approval by the Fire Chief and Town Manager, an employee, in addition to the above-defined leave, may utilize vacation, sick or personal leave to supplement bereavement leave.

#### **ARTICLE 7.16 - Military Leave**

An employee entering the regular military service or military reserves will be provided a leave of absence without pay (except as provided below) as required by Federal law. Uniformed service includes active duty, active duty for training, inactive duty for training (such as drills), initial active duty for training, and examination to determine fitness to perform any such duty. If the employee's absence creates an undue hardship, the Fire Chief may contact military officials.

It is the employee's responsibility to:

- A. Provide the Fire Chief with as much advanced notice of military service as possible, with the dates(s) the employee is leaving for military service.
- B. Provide written proof from military or selective service officials to the Fire Chief, including date of departure and length of service required if possible.
- C. Fulfill originally scheduled work obligations if military leave is cancelled for the date(s) requested.
- D. Submit a military pay voucher or military pay form to the Fire Chief to confirm that the requested military service was performed. A DD 214 will be accepted as proof of time served for extended (over 30 day) deployments.



The employee's failure to fulfill these responsibilities may result in disciplinary action.

An employee in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee by the department, provided that such payment by the department shall be limited to a period not to exceed two (2) weeks for a total of fourteen (14) days in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the State. The Town will continue to contribute to the employee's health insurance for up ninety (90) annual days of deployment. Employees may, at their request, use accrued vacation leave time, excluding sick leave, during an approved military leave.

#### **ARTICLE 7.17 - Jury Duty**

An employee called to court or jury duty, or for any other required appearance before a court or for any other required appearance before a court as a result of duties pertaining to his employment as a Town of Hanover employee, will be granted a leave of absence with pay for the required time necessary to perform this duty. An employee who receives a jury notice or subpoena to testify should notify the department head immediately.

If a subpoena is for job related testimony, the employee shall receive his regular salary if performed during scheduled work time, or overtime for time spent outside of his regular duty shift, including travel time.

An employee who receives compensation from the court will sign over the court pay to the Town to receive his or her regular pay.

Employees in court on personal business, or business related to employment other than as a Town of Hanover employee, will take unpaid leave, personal or vacation leave.

#### **ARTICLE 7.18 - Administrative Leave**

The Town Manager may grant administrative leave with pay so that an employee may attend official meetings, official training courses, or to participate in other official activities.

#### **ARTICLE 7.19 - Maternity Leave**

A leave of absence for maternity reasons may be granted, on approval of the Town Manager, for the period of incapacitation due to pregnancy, and for any time after delivery needed to adjust or make arrangements for care of the child.

A physician's explanation will be required if the leave of absence lasts more than ninety (90) days.

Such absence may be treated as sick leave, vacation leave, personal leave, leave without pay, or any combination of the above.

Upon the return from leave for maternity reasons, an employee will be reinstated to her old job, or its equivalent, and retain the same status, rights and benefits earned prior to taking such leave.

Nothing in this article is meant to deny or limit an individual's rights as allowed by law.

#### **ARTICLE 7.20 - Paternity/Adoption Leave**

A leave of absence, without pay, shall be granted at the request of the employee for a period of time, twelve (12) weeks, for paternity/adoption leave, or for such needs directly related to the adoption, foster care or placement of a child. Such leave may be treated as sick leave, vacation leave, personal leave, leave without pay, or any combination of the above.

Upon return from leave for paternity/adoption leave, an employee will be reinstated to his old job, and retain the same status, rights, and benefits earned prior to taking such leave.

Nothing in this article is meant to deny or limit an individual's rights as allowed by law.

#### **ARTICLE 7.21 - Leave for Interstate Fire Crews**

Employees who are members of the New Hampshire Forest Fire Crew or other Federal and State Emergency Response teams and who are called up to respond with the crew, will be allowed a leave period of two weeks duty time from the day following the call-up with the prior approval of the Fire Chief.

Leave time shall be used from the employee's vacation or personal leave time accumulation, or taken without pay.

#### **ARTICLE 7.22 - Leave of Absence Without Pay**

The Town Manager may grant an employee a leave of absence for up to one (1) year upon written request of the employee, and approved by the Fire Chief, stating the reason for the request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town. This leave will only be available to those employees whose record of service to the Town has been acceptable as defined by the Town. The Town may cancel or modify a leave, with reasonable notice, if it determines the purpose of the leave has changed.

It shall be the responsibility of the employee, if the leave is granted, to make the necessary financial arrangements with the accounting division in order to maintain and keep current the employee's benefits, including, but not limited to medical and/or dental insurance, retirement, disability, and life insurance.

Upon expiration of an approved leave, the employee shall be reinstated to the position held at the time leave was granted, without the loss of seniority, status, or benefits. Failure on the part of an employee on leave to report for duty promptly at its expiration may be cause for disciplinary action, up to, and including, dismissal.

## **ARTICLE 7.23 - Compensatory Time**

- A. Compensatory time shall accrue at an hour and one-half per hour worked.
- B. Each employee may accrue compensatory time, by mutual agreement with the Chief or the Chief's designee, in lieu of receiving overtime pay. Employees may not request compensatory time for work performed on paid details, or on grant funded projects. An employee may only carry a balance of 56 hours actually worked for 84 hours compensatory time on the books at any given time. A unit member shall carry over from year-to-year unused accrued compensatory time.
- C. A unit member may request the use of accrued compensatory time at any time provided the employee provides the Chief or the Chief's designee 24-hour notice, unless less notice is agreed upon by mutual agreement. At any time, the employee may require all or part of the compensatory time.
- D. The Town shall not have a policy of requiring the use of compensatory time within a certain period. Upon termination of employment for any reason, an employee shall be paid for any unused compensatory time at the final regular rate received by the employee. However, the employee may not accrue more than the compensatory time accrual allowed by state law. In the event that an employee has accrued more than the applicable ceiling, such employee shall be paid at an overtime rate for all compensatory time on the next regular designated payday.

## **CHAPTER 8: RECRUITMENT, SELECTION & APPOINTMENT OF EMPLOYEES**

### **ARTICLE 8.1 - Personnel Reduction**

In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid off employees have been given an opportunity to return to work.

### **ARTICLE 8.2 - Notice of Lay-Off Decision**

LAY-OFF shall be defined as: involuntary separation of an employee resulting from a reduction in force due to a lack of work, lack of funds, or abolishment of the employee's position. Employees to be affected by a reduction in force shall be given written notice by the Town Manager at least sixty (60) calendar days prior to the effective date of the action to be taken, the reasons therefore, and the effective date of the action.

### **ARTICLE 8.3 - Right to be Rehired**

The right to be rehired shall last for a period of three (3) years from the date of lay-off, provided that it shall be the responsibility of the employee to maintain required certifications, and to contact

the town at least annually, or any time the employee changes addresses, to inform the town of his continued desire to return.

## **CHAPTER 9: PROBATIONARY PERIOD**

### **ARTICLE 9.1 - Probationary Extension**

PROBATIONARY PERIOD - A working test period, following initial appointment (one (1) year) or promotion (six (6) months), during which an employee is required to demonstrate by conduct and actual performance their fitness for the position to which they have been appointed. For those positions requiring certification, transfer to regular status cannot occur until certification is received.

Positions which require certification as a condition of employment may have the probationary period extended without prejudice when that certification cannot be completed within the normal six (6) month probationary period. In such cases, if the department head believes that the employee's service has been such that only certification is required for the end of probation, the department head may recommend that full benefit date be set at the end of six (6) months of service.

### **ARTICLE 9.2 - Issued Equipment on Appointment**

The Town of Hanover shall issue to every newly hired fire department employee and maintain for existing employees the following NFPA compliant, when applicable, protective clothing:

1. Two Pairs Structural Fire Bunker Pants
2. Two Structural Fire Bunker Coats
3. Two Pairs Structural Fire Bunker Boots
4. Two Structural Fire Helmets
5. Two Pair Structural Fire Gloves
6. One Pair Double Wool Mittens
7. Two Structural Fire Hoods
8. One Protective Jacket, suitable to protect against the elements, such as rain, snow and blood born pathogen.
9. One Pair Winter Gloves
10. Winter Pack Boots
11. One - "Class A" Uniform
12. One Forestry Shirt, one helmet, goggles, gloves, and pants
13. Active 911 membership
14. NFPA Personal Escape ropes
15. Permethrin shirt, pants and socks
16. One piece thermal underwear
17. Swift water gloves
18. Rope rescue gloves
19. The Department shall keep a total five (5) structural fire helmets in reserve.

The Town shall be responsible for the cost of care and maintenance of all protective clothing with the limited exception that the employee shall be responsible for the normal care and maintenance of the Class A uniform.

## CHAPTER 10: PROMOTION

### ARTICLE 10.1 - Promotion Policy

PROMOTION - The change of an employee from a position in one classification level to a classification level which provides a higher maximum rate of pay.

The following procedure shall govern all promotions within the fire department, excluding the advancement of Emergency Medical Technician - Advanced to Paramedic.

- A. All examinations shall be impartial, and shall relate to those matters which will fairly test the candidate's abilities to discharge the duties of the position to be filled. Candidates with less than five (5) years full time service with the Hanover Fire Department and less than N.H.F.S.T. Certified Company Officer or its equivalent certification shall not be eligible for promotion to the Position of Captain. Candidates must have at least three (3) years of full-time service with the Hanover Fire Department to be eligible for promotion to the position of Lieutenant.

If after an in-house examination for promotion, no employee passes the examination, the Fire Chief reserves the right to open the examination process to outside applicants in conformance with the provisions in this article, provided that the outside applicants shall meet the same minimum qualifications set forth in the preceding paragraph. Anyone who desires to participate in the process may do so, but will not be eligible for promotion until minimum qualifications are met.

When a Town employee's qualifications are equal to those of outside applicants, the Town employee shall be given preference.

The promotion of eligible candidates shall be based on:

1. Written Examination 40%
2. Oral Examination 40%
3. Education and Training 20% (see breakdown below)
  - 5%, as 1% for every two (2) years of HFD service (5% maximum points)
  - Credit will be given for one (1) of the following degrees, if applicable:
    - 3% - Associate's Degree OR
    - 7% - Bachelor's Degree
  - Credit will be given for the following certifications as follows:
    - 3% - Fire Instructor (NFPA)
    - 2% - Company Officer 1 (NFPA)
    - 1% - Company Officer 2 (NFPA)
    - 2% - Fire Inspector 1 (NFPA)

- B. Examination material may consist of N.H.F.S.T. promotional exam for the position hired. Test and reference materials that will be most beneficial for study purposes will be listed at least thirty (30) days prior to the examination.

The Fire Chief may make use of an Assessment Center as an alternative to, or in conjunction with the testing process above. The Chief shall post at least thirty (30) days prior to examination whether he shall have an assessment center. Failure of the Chief to properly post the use of an Assessment Center will preclude its use.

- C. The oral examination shall be given by a panel consisting of a minimum of three (3) fire officers who hold the rank of the desired position or greater. The panel shall include three (3) members who are not employed by the Town of Hanover. Questions shall be in keeping with the knowledge and requirements of the rank being considered and may involve written material and a writing component.
- D. In the event that a candidate from within the Hanover Fire Department (in-house candidate) fails to pass the first exam, another exam may be given to include the use of outside candidates. However, any in-house candidate who so chooses may also take the examination again. Periodically, the Town may evaluate the testing procedure and EMT criteria to ensure that it is in compliance with the New Hampshire Fire Standards and Training.
- E. The parties agree that the passing score will be an aggregate of 70% based on the following percentage allocation:
  - 1. Written Examination 40%
  - 2. Oral Examination 40%
  - 3. Education and Training 20%
- F. Announcement for promotional examinations shall be posted at least thirty (30) days before the closing date for applications. Applications received after the closing dates will not be considered.
- G. All applicants will be notified of their final score and their relative standing. The period of eligibility of one promotional list shall be for one (1) year.
- H. Promotions shall be by recommendation from the Fire Chief to the Town Manager. The Fire Chief shall submit a recommendation to the Town Manager recommending one of the top four (4) candidates for each position to be filled.

## **CHAPTER 11: TRAINING AND CAREER DEVELOPMENT**

### **ARTICLE 11.1 - Purpose**

It shall be the responsibility of the Town Manager and Fire Chief to promote the training of employees for the purpose of improving the quality of services provided by the fire department and aiding employees to equip themselves for career advancement in the Town.

### **ARTICLE 11.2 - Administration of the Program**

1. It is the responsibility of the Town Manager to review the annual requested budget for the department's training program, and to approve reasonable requests within available funds.
2. The Fire Department will maintain records of approved training courses and records of all successfully completed courses and programs of all employees.
3. It is the department head's responsibility to prepare yearly a proposed budget for the training program. Once the budget is approved, employee requests for the use of training money to finance a course of study, workshop, etc., will be reviewed by 1) the shift supervisor, 2) by the training officer, 3) and then by the Fire Chief or designee, and approved or disapproved on these bases subject to the availability of funds:
  - a. The course or workshop will enhance or improve the department;
  - b. The course or workshop will satisfy or fulfill certification requirements;
  - c. Courses or workshops, if approved, will be subject to availability of funds;
  - d. Reasons for the disapproval of courses shall be returned to the employee in writing.

### **ARTICLE 11.3 - Identifying Training Needs**

At the time of the annual performance review, the supervisor and employee should discuss areas of interest to the employee, and areas where training is desirable for the improvement of job performance skills, or where training is likely to develop additional skills for growth into other positions in town service. Specific courses and training to be taken should be identified if possible.

### **ARTICLE 11.4 - Training Guidelines**

Any member wishing to attend training sessions outside of the department must complete a "Request for Training" Application at least one month prior to the date of the school being applied for, unless there are extenuating circumstances which do not allow a month's notice.

This application must be submitted to your shift officer, approval or denial (denials require a written reason) will be based on the following criteria:

- a. What benefit will the Hanover Fire Department derive from this training?
- b. What benefit will the affected member receive from this training?
- c. What is the cost of this training?
- d. Is there money available for this training?
- e. Will this training become available locally within the next year?

It will not be the responsibility of any individual member to provide his own shift coverage to attend any approved training session.

### **ARTICLE 11.5 - Non-Mandatory Training**

The Town agrees to pay all members of the bargaining unit a flat rate training fee (stipend) of \$125.00 per day with the following stipulations:

- a. All training must be approved in advance by the Fire Chief or his designee.
- b. Each member of the unit is eligible to apply for a maximum of six (6) days.
- c. A "day" is defined as a training class that consists of a minimum of six (6) hours per day.
- d. The fee is not based on a member's current salary or overtime rate.
- e. The stipend only applies to members who are attending a class when they are not scheduled to work their normal shift.
- f. The class attended is considered non-mandatory training.
- g. Funding for this training stipend will come from current training budget lines.
- h. The Fire Chief has the right to suspend the stipend program at any time in the event of a budget shortfall.
- i. Members are not eligible for travel time, mileage, food or lodging when applying for this training stipend.
- j. If the amount of non-mandatory training money budgeted in any contract year has not been spent or otherwise committed as of April 1 of such year, employees that have already reached their maximum number of non-mandatory training days may apply for additional non-mandatory training days.

## **CHAPTER 12: DISCIPLINARY ACTIONS**

### **ARTICLE 12.1 - Discipline Policy**

No employee shall be disciplined but for just cause. Any discipline shall be commensurate with the alleged violation and shall be progressive and corrective in nature. The objective of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. An employee may be discharged if their continued behavior demonstrates a failure to accomplish these objectives.



## **ARTICLE 12.2 - Types of Disciplinary Action**

The type of disciplinary action taken will vary with the severity of the situation and may include the following measures: Oral or Written Reprimand, Suspension, Disciplinary Probation, Discharge.

## **ARTICLE 12.3 - Representation at Disciplinary Hearing**

The Union shall have the right to be present at all meetings, hearings, discussions, etc. when management shall issue discipline to any unit member. No discipline shall be issued unless the Union is present at said meeting, hearing, discussion, etc., or unless the Union has expressly waived this right.

## **ARTICLE 12.4 - Notification of Action**

The Union shall be notified within three (3) days of the issuance of any disciplinary action.

## **ARTICLE 12.5 - Disciplinary Records**

All records of disciplinary action shall be removed from the personnel file after two (2) years. In the event that an employee is suspended and this suspension is upheld the record of the suspension may stay in the employee's personnel file for three (3) years.

## **ARTICLE 12.6 - Appeal of Reprimand**

Any employee receiving a reprimand shall have the right to appeal the reprimand through the Grievance Procedure outlined in this contract.

## **CHAPTER 13: GRIEVANCE PROCEDURES**

### **ARTICLE 13.1 - Definition**

The term Grievance as referred to in this contract shall mean an appeal of any disciplinary action, or alleged violation of this contract.

### **ARTICLE 13.2 - Grievance Procedure**

Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

### **ARTICLE 13.3 - Filing a Grievance**

The employee involved shall file the grievance, in writing, to the Union, within fifteen (15) working days from the date of the event or discovery of the event which gives rise to the alleged grievance. The Union shall review the merits of the grievance.

**ARTICLE 13.4 - Processing the Grievance**

Within ten (10) working days after the grievance is filed with the Union, the Union shall, if wishing to process the grievance, file the grievance with the Fire Chief or his designated official for disposition.

If the Union does not wish to process the grievance, or if the employee wishes to process the grievance without the intervention and representation of the Union, the employee may file said grievance with the Fire Chief or his designated official for disposition within ten (10) working days after the grievance was filed with the Union.

**ARTICLE 13.5 - Response by Fire Chief**

The Fire Chief or his designee shall respond within ten (10) working days to the employee and/or Union filing the grievance. If the employee and/or the Union is not satisfied with the response from the Fire Chief, an appeal may be filed with the Town Manager within ten (10) working days of receipt of the response from the Fire Chief or his designee.

**ARTICLE 13.6 - Appeal to the Town Manager**

The Town Manager shall respond within ten (10) working days of receipt of the grievance to the employee and/or Union filing the grievance.

If the employee and/or the Union is not satisfied with the disposition of the grievance by the Town Manager, or if no written decision is rendered within ten (10) working days after filing the grievance with said Town Manager, the employee and/or Union may file within ten (10) working days with the Town Manager the employee's and/or Union's intent to submit the grievance to an arbitrator selected within sixty (60) calendar days. The Parties will work cooperatively to select an arbitrator, agreement to which shall not be unreasonably withheld. In the event the Parties are unable to reach agreement on the selection of an arbitrator, the Parties shall seek appointment of an arbitrator by New Hampshire Public Employee's Labor Relations Board. The decision of said arbitrator will be considered final and binding upon the Town and Union, and the Town and Union will share the expense of the arbitrator equally.

**ARTICLE 13.7 - Time Limit – Union**

If said grievance is not processed within the time limits imposed on the Union it will be considered to be dismissed and no further action will be taken.

**ARTICLE 13.8 - Time Limit - Town**

If said grievance is not processed within the time limits imposed on the Town, it will be considered to be settled in favor of the grievant.

## **ARTICLE 13.9 - Waiver of Time Limitation**

All time limits referred to in this section may be extended or waived upon mutual agreement of both the Town and the Union.

## **CHAPTER 14: RETIREMENT AND OTHER FRINGE BENEFITS**

### **ARTICLE 14.1 - Employee Health Insurance Program**

The Town will fund medical insurance by crediting the flex benefit account of each eligible employee with an amount equal to the Town's proportionate share (cost share) calculated on the cost of the Anthem Blue Cross/Blue Shield, MTB20 with R10/25/40M10/40/70 prescription plan and further determined by family status/eligibility.

The type of coverage the Town will make available as coverage options is the Anthem Blue Cross/Blue Shield BC2T20 with R10/25/40 M10/40/70 prescription plan, Matthew Thornton Blue MTB20 with R10/25/40 M10/40/70 prescription plan, Lumenos 2500, and Medicomp with and without R10/25/40 M10/40/70 prescription plan or the substantial equivalent of these plans.

Each employee will cost share health insurance coverage according to the following formula:

1. Employees hired prior to July 1, 2019, with gross base salary of less than \$45,000 will contribute 10% of the medical insurance premium.
2. Employees hired after July 1, 2019 and those employees with gross base salary of between \$45,000 and \$55,000 will contribute 12% of the medical insurance premium.
3. Employees with gross base salary of greater than \$55,000 will contribute 15% of the medical insurance premium.
4. Notwithstanding the foregoing, the percentage of health insurance premiums paid by employees for the 2023-2024 contract year shall not increase from the percentages paid during the 2022-2023 contract year.

The Opt Out cash payment for bargaining unit employees on the active payroll as of July 1, 2008 and who are receiving an opt out payment as of July 1, 2011 will be capped at \$6504.00. For all bargaining unit employees hired after July 1, 2008, the Opt Out cash payment will be capped at \$2500.00. Notwithstanding, any employee who is flex benefits eligible and was hired before July 1, 2008, who opts out of the health insurance plan after July 1, 2011, shall receive no more than \$5000.00.

The Town will fund medical insurance by crediting the flex benefit account of each eligible employee with the full cost of the Anthem Blue Cross/Blue Shield, MTB20 with R10/25/40M10/40/70 prescription plan, minus the employee cost share listed above. Provided that in no case shall the employee's cost share called for under this Article result in an employee's base pay being less than the base pay in the previous fiscal year.

The Town will continue to fund the employees' flex benefit program consistent with the current practice.

Employees should read their policy contracts carefully to become familiar with the existing benefits, conditions, restrictions, and exclusions of the agreements.

Employees who retire with vested rights in the N.H. Retirement System will be allowed to remain in the Town's group health insurance plan at their own expense.

In the event that the cost of health insurance premiums for the 2019-2021 fiscal year are expected to exceed ten percent (10.0%) the Town reserves the right to reopen the entire contract for negotiations. The Town shall notify the Union of its intent to reopen within ten (10) days of receiving the guaranteed maximum rate notification from the insurance carrier.

#### **ARTICLE 14.2 - Commencement of Benefits**

A new employee is eligible for health insurance and participation in the Town's the flexible benefits plan the first of the month following the completion of thirty (30) days employment. All other benefit options will be available to them at the completion of the probationary period.

#### **Article 14.3 - New Hampshire Paid Family Medical Leave**

The Town will participate in the New Hampshire Paid Family Medical Leave program offered by the state through MET Life. The Town will pay fifty percent (50%) of the premiums for any employee who enrolls. Payments for the employee's share of the premiums shall be by payroll deductions.

### **CHAPTER 15 - STATION UNIFORMS**

#### **ARTICLE 15.1 - Uniforms**

The employer agrees that it will provide the following station uniforms:

1. One (1) black belt, leather.
2. Two (2) pair footwear, black, either boot or shoe. The option of either a boot or shoe is solely at the discretion of the employee.
3. Eight (8) pair of long pants, navy blue, Lions type or its equivalent. The employee shall have the choice of three types of clothing: a poly cotton blend; a flame retardant, such as "Flamex"; or "Nomex".
4. Two (2) long-sleeve uniform shirts, navy blue, Lions type or its equivalent. The employee shall have the choice of three types of clothing: a poly cotton blend; a flame retardant, such as "Flamex;" or "Nomex".
5. Two (2) short-sleeve uniform shirts, navy blue, Lions type or its equivalent. The employee shall have the choice of a poly cotton blend, a flame retardant, such as "Flamex", or "Nomex".

6. Two (2) T-shirts, navy blue, Hanover Fire Department insignia (new employees will receive four (4) T-shirts at the commencement of employment and thereafter will be governed by this paragraph).
7. Two (2) Hanover Fire Department badges and nameplates. In addition, the requisite patches for each and every uniform shirt.
8. Two (2) sweatshirts, navy blue, Lions type or its equivalent.
9. One (1) Lions type jacket or the equivalent, navy blue with patches, etc.
10. Two (2) head gear, one summer, one winter watch cap, navy blue with Hanover Fire Department insignia.
11. One (1) jumpsuit, navy blue with patches. The employee shall have the choice of three types of clothing: a poly cotton blend; a flame retardant, such as "Flamex"; or "Nomex".
12. Four (4) short sleeve golf shirts, navy blue.
13. One (1) short sleeve golf shirt, red.

All uniforms that have been provided which are determined by the Uniform Supply Officer or the Fire Chief to have been damaged or worn out shall be repaired or replaced.

#### **ARTICLE 15.2 – Uniform Supply Officer**

The Uniform Supply Officer shall be responsible to coordinate the purchase and distribution of uniforms pursuant to this Article. The Uniform Supply Officer, under the direction and supervision of the Chief, shall insure that every employee has the minimum required station uniforms prior to allowing the expenditure of funds for additional uniforms or accessories. The Uniform Supply Officer shall procure the distribution of required uniforms and accessories to all personnel. The parties agree that the employer and the Union will cooperate in issuing a standard operating procedure in regard to the quartermaster system. The employer agrees not to institute a standard operating procedure in regard to this particular matter without the mutual agreement of the parties.

#### **ARTICLE 15.3 – Miscellaneous**

The employer agrees that a working washing machine and dryer shall be provided at no charge to the employees at the fire station.

The employees agree that station uniforms will be kept in a clean and neat fashion so as to project the most favorable image or professionalism of the Hanover Fire Department.

The employer agrees that any item of personal clothing damaged or destroyed as a result of a job-related activity by the employee shall be repaired or replaced at the expense of the employer. This provision includes, but is not restricted to, such items as glasses, contact lenses, watches, footwear, and personal clothing.

## **CHAPTER 16: TRANSPORTATION & TRAVEL**

### **ARTICLE 16.1 - Transportation and Travel.**

- 1) The employer may make a town vehicle available to employees to attend schools, seminars, or conferences that have been approved for attendance.
- 2) If an employee, in the performance of his/her duties must travel, the employee will be reimbursed for transportation if using a private vehicle at the allowable federal rate per mile as well as meals, lodgings, and incidental expenses if such travel is authorized in advance by the Department head and approved by the Town Manager.

## **CHAPTER 17: AMBULANCE SERVICE**

### **ARTICLE 17.1 - Ambulance Service**

- 1) Any employee or dependent will receive ambulance service within the Hanover Fire Department service area provided by the Hanover Fire Department Ambulance.
- 2) The Town will pay for all uncovered costs, including the insurance deductible.

## **CHAPTER 18: PERSONNEL RECORDS**

### **ARTICLE 18.1 - Policy**

The Town Manager or his designated representative shall be responsible for the maintenance of personnel records for each employee, including the original application for employment, the results of all tests and examinations taken to demonstrate qualifications, history of attendance and leave records, commendations, records of disciplinary actions, training records and any other records pertinent to the employee's service.

- 1) All personnel records shall be maintained on a current basis for each employee and shall not be disposed of within the lifetime of the employee, except as provided for in the disciplinary section of this contract.
- 2) Any employee upon request to the Fire Chief may arrange to see any of his personnel records.
- 3) The Fire Chief shall be responsible for initiating all personnel record changes pertaining to changes in classification, step increases, appointment, completion of probationary period, dismissal, suspension, transfer or promotion.
- 4) Changes indicating changes in address, name, telephone number, marital status, dependents, etc. shall be submitted to the Chief in writing within two (2) weeks of said change or proposal. The Chief will then process the changes as indicated above.

- 5) The employee shall be responsible for maintenance of certification, but not for the cost or scheduling of certification.
- 6) Significant changes, such as intent to retire, shall be submitted to the Fire Chief no less than ninety (90) days prior to the proposed retirement date.

## **CHAPTER 19: SMOKING POLICY**

### **ARTICLE 19.1 - Smoking Policy**

The U.S. Surgeon General has named smoking "Public Health Enemy #1" in light of its role as the leading cause of premature death and disability in our country. Research has shown that non-smokers with chronic heart or lung disease can experience severe distress when exposed to sufficient concentrations of secondhand smoke. Many allergic individuals and even the majority of healthy non-smokers report discomfort when exposed to secondhand smoke on the job. Furthermore, recent medical studies indicate that long term exposure to involuntary smoking may increase non-smokers risks of developing severe lung disease.

The Town of Hanover is committed to providing a safe, healthy, comfortable, and productive work environment for our employees. This goal can be achieved only through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking.

In order to maintain the integrity of our non-smoking environment there shall be no smoking of any type within the confines of the building, or in Fire Department vehicles.

## **CHAPTER 20: SAFETY AND HEALTH**

### **ARTICLE 20.1 - Safety and Health**

The employer agrees to provide the highest possible standards of safety and health in the fire department, in order to eliminate to the extent possible: accidents, deaths, injuries, and illness in the fire service.

### **ARTICLE 20.2 - Protective Clothing and Equipment**

The employer shall furnish, at no cost to the employee, and the employee shall thereafter maintain in good condition, all respiratory apparatus, protective clothing such as boots, gloves, helmets, and other firefighting and/or rescue protective equipment necessary to preserve and protect the safety and health of Firefighters. The parties will meet to establish minimum air quality testing standards for the Department.

All protective clothing shall meet a standard that provides the highest possible level of worker protection from among federal, state, or voluntary consensus standards as determined by a joint committee of two (2) Union representatives, and two (2) management representatives.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance other than daily preventive maintenance or repairs on self-contained breathing apparatus.

The Safety and Health committee will establish a replacement schedule for all protective clothing issued by the Town. The replacement schedule will be advisory, and the replacement date may be revised for a particular item, depending on the actual performance versus the anticipated performance of that item.

Individual items may be replaced on an as needed basis, by review of the committee, and approval of the Fire Chief.

### **ARTICLE 20.3 - Leather Helmets**

The use of N.F.P.A. approved leather helmets is allowed by the Town of Hanover. The employee must meet the following conditions to wear a leather helmet.

- 1) The helmet must be purchased by the employee.
- 2) The employee must provide to the Fire Chief certification that his helmet meets N.F.P.A. standards.

### **ARTICLE 20.4 - Safety and Health Training**

The employer agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be trained in the health and safety aspects of the new procedure, work process or equipment.

### **ARTICLE 20.5 - Testing of Aerial Devices**

The employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using N.F.P.A. recommended or equivalent test procedures by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus, and at least once every five years thereafter. A copy of the test results and verification that the aerial devices satisfy the testing procedure will be verified and certified to the Union via the Union President.

### **ARTICLE 20.6 - Medical Surveillance**

The Safety and Health committee will develop a recommendation for a program of systematic medical testing for potential work-related illness or disabilities which may arise because of the nature of the work process, and the exposure of the employees to dangerous substances or diseases. The program shall be carried out at no cost to the employee during regular working hours. All



medical records shall be kept confidential from the employer, except upon written consent of the employee.

#### **ARTICLE 20.7 - Job Stress Counseling**

The insurance package provided shall provide for professional counseling services subject to coverage under the employee's medical insurance for the employee, their spouse and children, to help alleviate problems that may exist due to occupational stress. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released only upon the written consent of the employee.

#### **ARTICLE 20.8 - Physical Fitness**

The Town and the Union recognize the importance of members maintaining physical fitness standards necessary for adequate job performance.

#### **ARTICLE 21 - Shift Scheduling**

- 1) The regularly scheduled duty shift shall consist of one (1) Captain, one (1) Lieutenant, and three (3) Firefighters.
- 2) If the on-duty crew is reduced to less than four (4) people due to leave of any type, at least one (1) additional person(s) will be hired in to cover that shift, to maintain a minimum of four.

#### **ARTICLE 22 - Relief Crews at fires and Extended Emergencies**

The Incident Commander shall be responsible for ensuring that adequate shelter, nourishing food and liquids are provided for personnel and their relief at the scene of a major incident, whenever possible, for the purpose of alleviating fire ground injuries and illness due to excessive fatigue.

#### **ARTICLE 23 - Hiring of Coverage**

All reasonable efforts shall be used to hire a full-time member for shift coverage or coverage for special details.

#### **ARTICLE 24 - Savings Clause**

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

#### **ARTICLE 25 - Duration of Agreement**

Unless otherwise provided for herein, this Agreement shall be effective from the first day of July 2023 until the 30th day of June 2024 and shall remain in full force and effect until a successor contract has been agreed upon and signed by all of the parties.

**ARTICLE 26 – Union Dues**

Upon individually written authorization by the Union member and approved by the Union President, the Town agrees to deduct from the Pay of each Union member so authorized, the current Union dues, as certified to the Town by the Treasurer of the Union, and deliver the same to the Union Treasurer. Due payments shall be transmitted monthly to the Union’s depository, provided such monthly transmittal is approved by the Finance Director and does not incur a substantial increase in the Town’s costs of processing such payments. Said deduction shall be made on each pay period. However, if a member has no check coming to him/her or the check is not large enough to satisfy the assignment, then and in that event no collection will be made from said member for that pay period.

**ARTICLE 27 - Union Security**

Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, than an employee may at his/her discretion, and in writing, with a copy to the Town withdraw his/her membership from the Union within twenty (20) calendar days prior to the anniversary date thereafter.

Effective upon the ratification of this agreement, any member of the bargaining unit who is not a member of the Union shall pay the Union an amount as provided for in Article 26.

**CHAPTER 28: Catastrophic Leave Bank**

Replaced with Sick Leave Donation Policy, Appendix E.

**ARTICLE 29 – Indemnification Liability Insurance**

The Town shall indemnify and defend all employees in actions arising out of, and within the scope of, their employment with the Town.

**ARTICLE 30 – Hazmat**

The Town and the bargaining unit will discuss Hazmat issues in Joint Labor and Management Committee meetings.

**ARTICLE 31 – CDL License**

The Town agrees to pay the difference between a regular license and a CDL, as appropriate for fire service apparatus, and no extra endorsements.

**For the Town of Hanover:**

Dated: 9/19/23



Alex Torpey, Town Manager

**For Local 3288, IAFF:**

Dated: 9/15/2023



Robert Diehm, Union President

## APPENDIX A



### **Firefighter/EMS Provider** Fire

FD/5

#### JOB SUMMARY

This position performs fire prevention and suppression, emergency medical service, hazardous material, and rescue activities. Incumbent may be designated as Firefighter/EMT - Advanced, or Firefighter/Paramedic depending on certification.

#### MAJOR DUTIES

- Responds to fire alarms and uses firefighting skills to evaluate and carry out actions to most efficiently control the emergency at hand; assists with the fighting of structural fires.
- Responds to medical emergencies and uses EMS skills to evaluate, treat, stabilize and transport patients to the appropriate medical facility.
- Responds to hazardous materials response and mitigation incidents.
- Responds to natural and man-made disasters; participates in emergency response activities.
- Completes required reports detailing fire and medical incident responses.
- Drives and operates firefighting and EMS vehicles, apparatus and equipment as assigned.
- Participates in and assists with training sessions.
- Inspects equipment to ensure that it is in proper working order; washes and cleans equipment on a regular basis; repairs and performs routine maintenance on equipment; ensures the proper functioning of all emergency medical equipment

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- and vehicles.
- Maintains and adequate inventory of supplies aboard emergency vehicles; conducts regular inspections.
  - Cleans and disinfects assigned vehicles after each use.
  - Performs fire prevention inspections and related activities as assigned.
  - Performs pre-fire incident planning.
  - Provides fire prevention information to the public; assists in teaching fire safety and CPR classes.
  - Provides tours of the fire station.
  - Issues burn permits.
  - Assists in the installation and maintenance of the municipal alarm system.
  - Performs housekeeping, grounds keeping, and building maintenance duties.
  - Performs the duties of the Fire Captain in his or her absence as assigned.
  - Performs related duties.

#### **KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of the operation of all apparatus and equipment and methods used in combating, extinguishing and preventing fires and in rescue/EMS work.
- Knowledge of emergency medical principles and applications.
- Knowledge of Firefighting standards, practices, strategies, tactics, and equipment.
- Knowledge of rules, regulations, and standard operating procedures of the fire department.
- Knowledge of equipment maintenance principles.
- Knowledge of building construction and related codes, fire-ground hydraulics and the location of hazardous occupancies in the municipality.
- Knowledge of hydrant locations, water systems and water mains.

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- Knowledge of local, state, and federal fire codes.
- Knowledge of universal precautions relating to infection control.
- Knowledge of human anatomy and physiology.
- Knowledge of algebra, pharmacology, and chemistry.
- Knowledge of hazardous materials.
- Skill in the operation of all firefighting, rescue and EMS equipment, including motor vehicles.
- Skill in extrication techniques.
- Skill in patient assessment.
- Skill in the use of a computer.
- Skill in the use of radios and communication equipment.
- Skill in interpersonal relations.
- Skill in oral and written communication.

### SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### GUIDELINES

Guidelines include town, state and federal fire codes, state laws pertaining to emergency medical treatment, established medical protocols, *New Hampshire Revised Statutes Annotated*, National Fire Prevention Association guidelines, local ordinances, building codes, and department operating procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

### COMPLEXITY/SCOPE OF WORK

- The work consists of related fire suppression, rescue, and emergency medical service duties. The variety of emergency situations encountered contributes to the complexity of the work.
- The purpose of this position is to protect lives and property through fire

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prevention and suppression activities and provision of emergency medical services. Successful performance helps ensure the safety of lives and property in the community.

## CONTACTS

- Contacts are typically with co-workers, other town employees, college staff, representatives of other fire departments, hospital staff, representatives of state and federal agencies, vendors, local business owners, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and educate the public.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, bending, crouching, or walking. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office, except while at fire or other emergency scenes. The employee is exposed to machinery with moving parts, irritating chemicals, extreme temperatures, hazardous situations, and inclement weather. The work requires the use of protective clothing and devices.

## SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over assigned personnel.

## MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- No experience requirements.
- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.
- Ability to meet current requirements for firefighter certification in the State of New Hampshire.
- Possession of or ability to readily obtain appropriate state EMS certification.

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## APPENDIX B



### Fire Lieutenant Fire

FD/08

#### JOB SUMMARY

This position is responsible for overseeing the work of personnel involved in fire prevention and suppression, emergency medical services, hazardous material, and rescue activities, and for performing these same activities. Incumbents that possess and maintain Paramedic certification may be designated as "Fire Lieutenant II."

#### MAJOR DUTIES

- Responds to and coordinates fire suppression activities at fire scenes on an assigned shift; serves as commanding officer until relieved by an officer of higher rank.
- Supervises and assists with the fighting of structural fires to insure the use of appropriate firefighting techniques.
- Responds to sites of life-threatening or other emergency medical situations; coordinates emergency medical service activities.
- Responds to and coordinates hazardous materials response and mitigation activities.
- Responds to natural and man-made disasters; coordinates emergency response activities.
- Completes required reports.
- Purchases tools, equipment, uniform, gear and supplies.
- Coordinates department training and maintains training records.

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- Inspects equipment to ensure that it is in proper working order; washes and cleans equipment on a regular basis; performs routine maintenance of equipment.
- Inspects commercial buildings to ensure compliance with fire codes.
- Participates in and assists with departmental training sessions; coordinates fire, hazardous materials, and special rescue training for department.
- Performs housekeeping, grounds keeping, and building maintenance duties.
- Recommends changes in policy and procedure to the Shift Captain.
- Performs related duties.

### KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of fire prevention, suppression, and investigation standards, practices, strategies, tactics, and apparatus.
- Knowledge of emergency medical services systems, including dispatch and communication procedures.
- Knowledge of local, state, and federal fire codes, local ordinances, and departmental rules and regulations.
- Knowledge of the geography, street block numbers, and water supply locations of the town.
- Knowledge of first-aid principles and applications.
- Knowledge of hazardous materials.
- Skill in supervision under both routine and emergency situations.
- Skill in decision making and problem solving.
- Skill in reading maps and blueprints.
- Skill in the operation and use of fire equipment and apparatus.
- Skill in public and interpersonal relations.
- Skill in oral and written communication.

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- Assists in developing and implementing long-term operations plans.

## SUPERVISORY CONTROLS

The Shift Captain assigns work to the Lieutenant in terms of very general instructions. The Captain spot-checks the Lieutenant's completed work for compliance with procedures and the nature and propriety of the final results.

## GUIDELINES

Guidelines include town, state and federal fire codes, National Fire Protection Association guidelines, *New Hampshire Revised Statutes Annotated*, established medical procedures and protocols, town personnel policies, local ordinances, and departmental standard operating procedures. These guidelines require judgment, selection, and interpretation in application.

## COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative, supervisory, and technical duties. Emergency situations contribute to the complexity of the work.
- The purpose of this position is to functionally supervise personnel engaged in the delivery of fire protection and emergency medical services to the community and to directly provide these services. Successful performance helps ensure the protection of community life and property and affects local insurance rates.

## CONTACTS

- Contacts are typically with co-workers, other town employees, college staff, representatives of other fire departments, hospital staff, representatives of state and federal agencies, vendors, local business owners, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, motivate personnel, and educate the public.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, bending, crouching, or walking. The employee frequently lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office, except while at fire or other emergency scenes. The employee is exposed to machinery with moving parts,

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irritating chemicals, extreme temperatures, hazardous situations, and inclement weather. The work requires the use of protective clothing and devices.

## **SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

This position has direct, functional supervision over assigned personnel. This means that the Lieutenant directs, assigns, and coordinates the work of subordinate staff, but does not have higher level supervisory or managerial responsibilities, i.e., hiring, firing, or disciplining staff, or completing annual performance evaluations. The Lieutenant may make recommendations to the Captain regarding such matters.

## **MINIMUM QUALIFICATIONS**

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field.
- A minimum of three years of full time service with the Hanover Fire Department.
- Possession of or ability to readily obtain a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated.
- Ability to meet current requirements for firefighter certification in the State of New Hampshire.
- Possession of and ability to maintain appropriate EMS certification.

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**APPENDIX C  
LABOR GRADE/STEP SCHEDULE BY EMPLOYEE  
EFFECTIVE JULY 1, 2023**

<u>NAME</u>	<u>JOB TITLE</u>	<u>GRADE/STEP</u>
Robert Diehm	Fire Lieutenant II	17-Q
Jeremy Labombard	Fire Lieutenant II	17-L
Jeremiah Linehan	Fire Lieutenant II	17-R
Blair Weathers	Fire Lieutenant II	17-I
Leif Jopek	Firefighter/EMS Provider (PARAMEDIC)	16-K
Chris Mielewski	Firefighter/EMS Provider (PARAMEDIC)	16-C
Robert Mousley	Firefighter/EMS Provider (PARAMEDIC)	16-T
Ebben Whitehair	Firefighter/EMS Provider (PARAMEDIC)	16-H
Brandon Adams	Firefighter/EMS Provider (AEMT)	14-C
Helder Ferreira	Firefighter/EMS Provider (AEMT)	14-C
Shawn Harlow	Firefighter/EMS Provider (AEMT)	14-C
Richard Kahan	Firefighter/EMS Provider (AEMT)	14-C
Kevin LaHaye	Firefighter/EMS Provider (AEMT)	14-D
Christopher Sweitzer	Firefighter/EMS Provider (AEMT)	14-L
Jon Wilkinson	Firefighter/EMS Provider (AEMT)	14-K

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**APPENDIX D**  
**TOWN OF HANOVER**  
**IAFF LABOR GRADE/STEP SCHEDULE**  
**EFFECTIVE JULY 1, 2023**

	GRADE 14 FF-EMS -AEMT	GRADE 16 FF-EMS - MEDIC OR LT I	GRADE 17 LT II
STEP A	24.99	27.54	28.98
STEP B	25.48	28.10	29.57
STEP C	26.00	28.66	30.17
STEP D	26.51	29.25	30.76
STEP E	27.05	29.83	31.38
STEP F	27.57	30.43	32.01
STEP G	28.12	31.03	32.68
STEP H	28.69	31.66	33.31
STEP I	29.27	32.29	33.98
STEP J	29.85	32.92	34.65
STEP K	30.45	33.58	35.34
STEP L	31.05	34.25	36.07
STEP M	31.68	34.95	36.78
STEP N	32.31	35.65	37.51
STEP O	32.94	36.35	38.27
STEP P	33.60	37.10	39.03
STEP Q	34.27	37.83	39.80
STEP R	34.98	38.58	40.61
STEP S	35.67	39.36	41.43
STEP T	36.37	40.14	42.25
STEP U	37.12	40.94	43.09
STEP V	37.85	41.77	43.96

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## APPENDIX E

### Town of Hanover Sick Leave Donation Policy

#### **Section 1: Purpose**

- 1.1 The purpose of this policy is to establish a sick leave donation program to provide benefits eligible employees, and non-probationary employees a more extensive sick leave plan to use in the event of a non-occupational catastrophic personal or immediate family illness, injury, or temporary disability. Catastrophic illness or injury is defined as an illness or injury that requires a leave of absence from work that is anticipated for at least 10 days.

#### **Section 2: Definition**

- 2.1 Immediate family is father, mother, spouse, son, daughter, ward, or person domiciled within the living unit.

#### **Section 3: Eligibility**

- 3.1 An employee requesting a donation of sick leave hours must (a) be eligible to accrue sick, vacation, or earned time, (b) have completed six (6) consecutive months of employment and successfully passed their probationary period, (c) have an absence due to a non-occupational, personal or immediate family illness or disability for which they have medical documentation (medical documentation must be provided at the time donations are requested and at any time thereafter as required), and (d) have exhausted all sick leave and other all other accrued and annual leave hours. Forms for Sick Leave Donation (Receiver) are available from Human Resources.

#### **Section 4: Administration of Donated Sick Leave Program**

- 4.1 An employee may request the donation of sick leave within their department, within the same collective bargaining unit, and Town wide. Exempt and non-union employees may request the donation from non-union employees, exempt employees, employees within their department, and Town wide. The employee must meet all requirements of eligibility as listed in Section 3.
- 4.2 An employee requesting the donation of sick leave must first submit a written request to the Human Resources Department including (a) a current medical statement with a diagnosis of the personal or immediate family member's illness and (b) an expected return date to work. If an employee is physically or mentally unable to make a request for sick leave donation, a family member or designee may file the request, with proper documentation, on the employee's behalf. At the time

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of the request, a Donated Sick Leave Review Committee will be formed, and will include 1 person from the Human Resources Dept., 1 non-union Town employee, and 1 union employee outside of the requesting employee's department. A representative from the requesting employee's department shall be allowed to serve in a non-voting advisory capacity to the Committee.

- 4.3 An employee wishing to donate sick leave or other accrued leave to another employee must submit the donation of leave in writing to the Human Resources Department specifying how many days of sick leave they wish to donate and to whom they wish to donate this time. An employee can donate sick leave or other accrued leave in increments of full work day(s) only. Days are equivalent to the donor's normal work day (ex. 7 hrs., 8 hrs., 10 hrs., 14 hrs., or part time daily hrs.). Forms for Sick Leave Donation (Donor) are available from Human Resources.
- 4.4 An employee donating leave days cannot donate an amount which will cause the donating employee's accumulated leave accrual balance to fall below the equivalent of 2 full work weeks.
- 4.5 An employee's donated day will be computed based on a day for day basis (donor day will be equal to the same value).
- 4.6 The Accounting Dept. will reduce the accrued donated leave from the donor(s) on an as needed basis so that the accrued donations can be tracked and not taken from the donor until it has been used by the requesting employee. Therefore, only days that are used by the requestor will be subtracted from the appropriate accrued leave of the donor.
- 4.7 The role of the Town is to facilitate the administration of the sick leave donation program, not to encourage or discourage participation in the program, nor disseminate information about those employees in need of donations of time. The donation of sick or other accrued leave to an employee eligible to receive donated sick leave is completely voluntary by each employee and is up to his/her discretion whether to donate. A donor can choose to remain anonymous to the requester. No employee shall threaten, coerce, or attempt to threaten or coerce another employee for the purpose of interfering with rights involving leave donation, receipt of leave donation, or the use of donated leave.
- 4.8 Donated sick leave days do not count toward minimum usage requirements, nor will denotations of sick leave be counted against the donor to affect the additional vacation day earned if sick time is not used during that four-month period. Donations may be made to more than one person.
- 4.9 **Use of donated sick leave.** An employee receiving donated sick leave will not accrue vacation/sick/personal, or earned time for time paid to the employee with sick leave donated from others.

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- 4.10 **Termination of Leave.** An employee's use of donated sick leave ends when one or more of the following occur: the employee returns to work; the medical documentation for the employee or immediate family member releases the employee to return to work; when the employee is eligible to apply for long term disability benefits, or if the Town of Hanover is not in control of issuing payroll checks, the employee terminates employment; or there are no more donations to the employee.
- 4.11 If an employee was granted donated leave and it was found the employee received such leave on the basis of misstated, erroneous, or false statements, the employee will be required to reimburse the donated leave and will be subject to disciplinary action.

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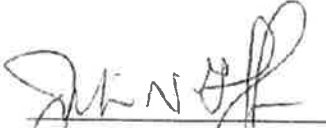


## APPENDIX F

**Agreement between the  
Hanover Fire Department and  
The Professional Firefighters of Hanover, IAFF Local 3288  
(Re: Lieutenant I and II positions)**

This agreement is made between the Town of Hanover (hereinafter the "Town") and the Professional Firefighters of Hanover, IAFF Local 3288, (hereinafter the "Union"). The Town and the Union hereby stipulate and agree as follows:

1. The Union shall petition the New Hampshire Public Employees Labor Relations Board to add the positions of Lieutenant I and Lieutenant II to the bargaining unit. The Town agrees these are to be bargaining unit positions and shall not object to the Union's petition.
2. The Lieutenant I and Lieutenant II positions shall be differentiated by Paramedic certification. Employees must possess and maintain A-EMT certification in order to be eligible for the position of Lieutenant I. Employees must possess and maintain Paramedic certification in order to be eligible for the position of Lieutenant II.
3. The position of Lieutenant I shall be assigned to Pay Grade 16 on the IAFF salary schedule. The position of Lieutenant II shall be assigned to Pay Grade 17. The salary schedule is attached hereto and incorporated by reference. Upon promotion to either position, employees shall be placed in the appropriate pay grade at the step they were assigned in their prior position.
4. This agreement solely concerns the bargaining unit designation of and compensation for the positions of Lieutenant I and Lieutenant II. Except as specified herein, this agreement does not alter or amend the terms of the parties' current collective bargaining agreement.

  
\_\_\_\_\_  
Julia Griffin, Town Manager  
Town of Hanover

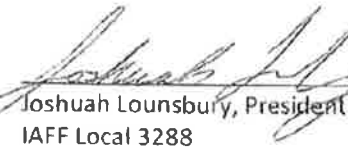
Date:

11/10/15

  
\_\_\_\_\_  
Martin McMillan, Fire Chief  
Town of Hanover

Date:

11-10-15

  
\_\_\_\_\_  
Joshua Lounsbury, President  
IAFF Local 3288

Date:

11-10-15



## APPENDIX G

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PROFESSIONAL FIREFIGHTERS OF HANOVER  
LOCAL 3288, IAFF-AFL-CIO  
and

THE TOWN OF HANOVER

**WHEREAS, the parties agree that appropriate staffing is a safety issue for members and for the Citizens of Hanover;**

**WHEREAS, the current collective bargaining agreement is silent on the manner in which to fill overtime when there is not a volunteer available; and**

**WHEREAS, the parties have agreed upon a methodology for assuring the shifts are appropriately staffed hereby agree as follows:**

- 1) When the procedures outlined in *Article 6.3 - Administration of Overtime* have failed to fill a shift vacancy, within no more than twenty-five (25) hours of the start of the shift, one employee from the shift on coverage days shall be mandated to report for duty.
- 2) If the shift on coverage days is the off-going shift, an employee may be ordered by management to hold over for mandatory duty, or until the mandated employee can find another employee to fill the vacancy.
- 3) If the shift on coverage days is not the off-going shift, an employee currently on duty in the station may be ordered by management to hold over for no more than 3 hours, or until another employee can respond to the station for duty.
- 4) In the event of a mid-shift vacancy, be it emergency leave, an injury, or any other cause, on-call coverage shall be utilized until the voluntary emergency overtime hiring procedure can be completed. If the voluntary process, as is outlined in *Article 6.3*, fails to fill the vacancy, one employee from the shift on coverage days may be mandated to fill the vacancy.
- 5) A separate Mandatory Log shall be created to record mandatory hours worked by each employee. An employee who is ordered to serve Mandatory Duty, or hold over as coverage while awaiting the ordered employee will have that overtime added to the mandatory log. The Mandatory Log will reset the same way as the Overtime Log except it will not reset July 1 2022.
- 6) The following procedure shall be used to select the employee to be mandated for duty or holdover:

The Overtime Log and Mandatory Log will be used to determine which employee will be ordered. The employees on coverage days will be scored, 1 through 5, in order of most overtime worked. The employee who has worked the least hours of overtime (combined voluntary and mandatory) will be ordered by management to report for duty. In the event of a tie, seniority will be used to break the tie, with the less senior member being ordered.

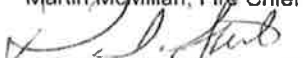
## APPENDIX G (CONT'D)

- 7) The duty officer has the authority to skip a member on the MOL for extenuating circumstances. The duty officer shall document the reason(s) in writing and forward a copy to the Deputy Fire Chief. Each member may refuse one shift (24 hrs, taken in 12 hrs blocks) per year without discipline. Members must make all reasonable efforts to be available to work assigned mandatory overtime.
- 8) In the event that no members of the shift on coverage days are available to fill the mandatory shift, the duty officer shall use the selection process outlined in Section 6 to mandate an employee from the shift going off duty. As a last resort, the selection process may be extended to include any full time member.
- 9) Mandatory Duty shall be no more than 12 hour shifts. The employee mandated to duty may voluntarily accept the remaining portion of the shift, as needed, at their discretion, regardless of their position on the voluntary overtime list, provided that employee would not exceed 48 hours of consecutive duty. In the event the employee does not wish to cover the remaining portion voluntarily, and no other employees have volunteered, the remaining hours of the shift should be filled by mandating the next eligible employee.
- 10) Mandatory Duty shall be used to staff the station at the minimum crew requirement of four firefighters only, pursuant to Article 21. It may not be utilized for detail coverage or staffing-up for events or weather related concerns except in declared emergencies.
- 11) Upon execution of this agreement, Local 3288 will withdraw the current pending unfair labor practice entitled Professional Firefighters of Hanover, Local 3288, IAFF v Town of Hanover, Case no. 2022-010.
- 12) The parties agree that either side may request that the parties revisit all or part of this agreement by providing the other side with five (5) days notice. However, this agreement may only be amended by mutual agreement.

FOR TOWN OF HANOVER

  
Martin McMillan, Fire Chief

Date: 3-10-2022

  
David Stewart, HR Director

Date: 3/10/2022

FOR PROFESSIONAL FIREFIGHTERS OF HANOVER  
LOCAL 3288 IAFF AFL-CIO

  
Robert Diehm, President

Date: 3/10/22



## APPENDIX H

Agreement  
**Town of Hanover and**  
**Professional Firefighters of Hanover, Local 3288, IAFF**  
**(Re: Non-Mandatory Training)**

This Agreement is made between the Town of Hanover (hereinafter the "Town") and the Professional Firefighters of Hanover, Local 3288, IAFF (hereinafter the "Union"). The Town and the Union hereby stipulate and agree as follows:

1. The Town and the Union are parties to a one year collective bargaining agreement ("contract") effective July 1, 2021 and expiring June 30, 2022.
2. A new one year contract takes effect on July 1, 2022 and expires June 30, 2023.
3. Upon the signing of this Agreement, Article 11.5 of the current and new contracts, subsections c. and i. shall be amended on a trial basis expiring June 30, 2023, subject to extension and renewal, as indicated below.

### **ARTICLE 11.5 - Non-Mandatory Training**

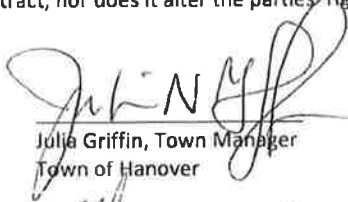
The Town agrees to pay all members of the bargaining unit a flat rate training fee (stipend) of \$125.00 per day with the following stipulations:

- a. All training must be approved in advance by the Fire Chief or his designee.
- b. Each member of the unit is eligible to apply for a maximum of six (6) days.
- c. A "day" is defined as a training class that consists of a minimum of six (6) hours per day. Classes with multiple sessions less than six (6) hours shall have the cumulative classroom attendance time divided by eight (8) hours, to determine total stipend day eligibility.
- d. The fee is not based on a member's current salary or overtime rate.
- e. The stipend only applies to members who are attending a class when they are not scheduled to work their normal shift.
- f. The class attended is considered non-mandatory training.
- g. Funding for this training stipend will come from current training budget lines.
- h. The Fire Chief has the right to suspend the stipend program at any time in the event of a budget shortfall.
- i. ~~Members are not eligible for travel time, mileage, food or lodging when applying for this training stipend.~~
- j. If the amount of non-mandatory training money budgeted in any contract year has not been spent or otherwise committed as of April 1 of such year, employees that have already reached their maximum number of non-mandatory training days may apply for additional non-mandatory training days.

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**APPENDIX H (CONT'D)**

4. This Agreement expires on June 30, 2023 unless the parties agree in writing to renew or extend it. If not renewed or extended, the text of Article 11.5 subsections c. and i. shall return to that in effect on July 1, 2021.
  
5. This Agreement solely concerns the amendments to Article 11.5 subsections c. and i. of the contract and only as specified herein. It does not otherwise alter or amend the terms of the contract, nor does it alter the parties' rights or remedies under the contract or at law.

  
Julie Griffin, Town Manager  
Town of Hanover

Date: 7/1/22

  
Martin McMillan, Fire Chief  
Hanover Fire Department

Date: 6/27/22

  
Robert Diehm, President  
Professional Firefighters of Hanover  
Local 3288, IAFF

Date: 6/26/22



## ADDENDUM

### **Pilot Program Chapter 6, Article 6.3 Administration of Overtime**

A committee comprised of two union and two management representatives shall be formed to evaluate a Pilot Program, proposed by the union, that would replace paragraphs four (4) and (5) of Article 6.3 with the "Overtime Coverage Procedure" set forth below. The Pilot Program does not alter or amend any other provisions of this Article. The committee shall report back no later than six months after implementation of the Pilot Program with recommendations, approved by a majority of its members, for changes in contract language relative to these issues so that they may be incorporated into a Memorandum of Understanding. Such Memorandum of Understanding shall take effect upon the approval of union membership and the Board of Selectmen.

#### Overtime Coverage Procedure

1. A text/page shall be sent to the list of employees eligible for overtime, the content of which shall include the date and time of the overtime shift or detail and the name of the on-duty supervisor\* responsible for filling the vacancy. If any type of "failed notice" message is received from the paging software, the employees shall be radio paged and afforded ten (10) minutes to reply.

\*For purposes of this Procedure, the term "supervisor" includes any employee designated by a supervisor to oversee the filling of an overtime shift or detail.

2. After two (2) hours, the supervisor shall identify the eligible employee with the fewest credited hours on the list who responded affirmatively (The "Identified Employee"). Before awarding the overtime shift or detail to the Identified Employee, however, the supervisor shall take the following steps:

Place one phone call to each eligible employee on the list having priority over the Identified Employee, (i.e., fewer credited hours), but who did not respond to the initial text/page. These employees, if any, shall be called in order of priority. Any employee(s) who did not answer the phone when called shall be sent another text/page and afforded five (5) minutes to respond. The overtime shift or detail shall be awarded to the employee with the fewest credited hours who responds affirmatively, instead of the Identified Employee.

If after these steps the overtime shift or detail remains unfilled it shall be awarded to the Identified Employee.

3. When vacancies are filled the resulting assignment will be sent by text/page to all eligible employees on the list.

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4. The supervisor may deviate from this Procedure when circumstances require filling overtime vacancies with less than three (3) hours' notice to eligible employees. When an employee covers an overtime shift or detail with less than three (3) hours' notice, the overtime hours shall not be credited to the list.

#### Additional Provisions

Overtime hours will be credited to the list before the next shift is filled.

Twenty-four (24) hour vacancies may be filled as twelve (12) hour days, twelve (12) hour nights, or twenty-four (24) hour shifts.

When new employees become eligible for overtime, they shall be added to the overtime list credited with a number of hours equal to the average of all hours credited to the full list of employees.

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This Memorandum of Understanding is entered into with the intent to modify the language in Article 6.3-Administration of Overtime- in the collective bargaining agreement between the Town of Hanover and the Professional Firefighters of Hanover, Local 3288, which expires June 30, 2024. Unless otherwise agreed, this MOU shall remain in place until the effective date of any successor collective bargaining agreement.

### **ARTICLE 6.3 - Administration of Overtime**

Supervisors are authorized to schedule overtime when necessary due to the taking of leave, or because of the maximum number of hours that employees may work in any continuous shift. Fire Department employees shall not be allowed to work more than two (2) scheduled consecutive shifts, or forty-eight (48) consecutive work hours, unless the last shift is extended by an emergency. The Chief or his designee shall authorize overtime as necessary.

Overtime shift coverage shall be distributed as equitably as possible from a shift overtime list which will include all shift coverage or details in excess of three (3) hours.

Beginning on July 1<sup>st</sup>, 2023, and continuing indefinitely, all fire department scheduling will be managed and accounted for via the web-based program Vector Scheduling (VS). On September 7th, and again in January at a date yet to be determined, representatives from the Union and Management will meet to discuss the success of the operations outlined below, as well as to evaluate and consider changes and other variables that could improve the process. No changes will be made without approval of both parties, the Union and the Management.

The employer shall maintain active subscribed access for all employees to the VS web-based application, which will provide a current listing of all overtime shift coverage, and any overtime shift coverage or details shall be awarded through VS based on ranking in the overtime list, with the employee with the least overtime hours given first opportunity for the overtime, unless the vacancy to be filled falls under the definition of emergency coverage.

(VS uses the term Callback to refer to the function of hiring overtime or details. The term Callback will be used here to denote any vacancy being hired with an overtime assignment greater than 3 hours.)

When a Callback is authorized by a supervisor, the employee eligible for the overtime shall be SMS messaged through VS and provided an allotment of time to answer before the next eligible employee will be messaged. The SMS message will contain a code specific to the vacancy being filled. The employee can choose to reply to the text by copying/pasting the code and stating their choice in their reply, or they can open the app to make their choice, or log in through a web browser and make their choice through the VS program. The SMS message will contain the time limits within the message. The schedule for contact time between employees is as follows:

- If the vacancy is more than 11 hours but less than 72 hours from the initiation of the Callback, each eligible employee will receive 10 minutes before the next eligible employee will be notified.
- If the vacancy is more than 72 hours but less than 7 days from the initiation of the Callback, each eligible employee will receive 30 minutes before the next eligible employee will be notified.

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- If the vacancy is more than 7 days from the initiation of the Callback, each eligible employee will receive 2 hours before the next eligible employee will be notified.

Any eligible employee who has received notification of the vacancy and not yet turned down the opportunity may elect to fill the vacancy if the vacancy remains unfilled. The time limits listed above do not terminate the eligible employee's eligibility. Notifications will only be sent between the hours of 0900 and 2200, unless Emergency Coverage is needed.

Emergency Coverage is defined as any vacancy, immediately available or vacated less than 11 hours from the start. To fill Emergency Coverage, the Emergency Callback function will be used.

The union recognizes that it is occasionally necessary to cover shifts with little or no advance warning, and will make a reasonable effort to be available for shift coverage as needed.

No more than two (2) employees may request to opt off of the overtime shift coverage listing at any one time.

The preference shall be to staff each shift with a minimum of one officer and one paramedic.

When new employees become eligible for overtime, they shall be added to the overtime list credited with a number of hours equal to the average of all hours credited to the full list of employees.

Hiring will be done as full shifts first and split shifts will be offered if a 24 hour shift fails to be filled.

Hiring will be by the list, except for emergency callbacks, which are first come, first served.

  
\_\_\_\_\_  
Alex Torpey, Town Manager  
Town of Hanover

Date: 9/10/23

\_\_\_\_\_  
Martin McMillan, Fire Chief  
Hanover Fire Department

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

  
\_\_\_\_\_  
Robert Diehm, Union President  
The Professional Firefighters of Hanover

Date: 9/15/23



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Appendix H (Cont.)

In reference to the MOU contained in Appendix H of the CBA, the Union and the Town agree to extend the conditions contained within the MOU (Appendix H) indefinitely. The language of the MOU (Appendix H) will be used to update Article 11.5 – Non-Mandatory Training in a successor agreement unless further alterations are negotiated. This agreement eliminates the sunset clause contained in Paragraph number 4 of the MOU (Appendix H).



Alex Torpey, Town Manager  
Town of Hanover

Date: 7/9/23

\_\_\_\_\_  
Martin McMillan, Fire Chief  
Hanover Fire Department

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



Robert Diehm, Union President  
The Professional Firefighters of Hanover

Date: 6/27/23



