

AGREEMENT BETWEEN
THE TOWN OF BEDFORD
AND
BEDFORD PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 3639, IAFF, AFL-CIO, CLC

Effective Dates:
January 1, 2023 – December 31, 2025

Union Ratification: October 20, 2022
Council Approval: November 16, 2022
Town Voted: March 15, 2023

BEDFORD PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 3639, IAFF, AFL-CIO, CLC

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**BEDFORD PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3639, IAFF, AFL-CIO, CLC**

ARTICLE 1- AGREEMENT

This Agreement is entered into the 10th day of April 2023 between the Town of Bedford, New Hampshire, hereinafter referred to as the "Town", and the Bedford Professional Firefighters, IAFF Local #3639 (as recognized by the Public Employee Labor Relations Board), hereinafter referred to as the "Union".

ARTICLE II- PURPOSE

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

ARTICLE III- RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for all the full time regular employees of the Town's Fire Department in the classification of:

Lieutenant
Firefighters
Fire Inspector

1. "Unit Member" as used herein refers to any employee who has completed their initial probationary period.
2. Newly hired employees shall not have recourse to the grievance procedure for purposes of discipline and discharge for a period of 12 months.
3. New employees shall be probationary and not considered members of the bargaining unit for a period of six months from the date of hire. This shall be known as the "initial probationary period".
4. The term "employee" as used herein refers to the persons in the classifications listed above.

Promoted employees shall remain unit members during their six month probation period. The Town reserves the right to extend the probation to a maximum of 12 months. Promoted unit members who fail their probationary period shall return to their prior rank.

ARTICLE IV- EXCLUSIONS

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

Chief
Deputy Chief

Captain
Executive Assistant
Building/Health Code Official
Building Code Inspector
Shift Captain

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this Agreement shall be preceded by discussion with the Union.

ARTICLE V- ASSOCIATION SECURITY

1. Union members shall have the right to have Union dues deducted from their regular paychecks. The Town shall transmit biweekly to the Secretary/Treasurer of the Union or through authorized electronic deductions, the dues deducted during the past biweekly pay period together with a list of employees who had dues deducted and the date of such dues deduction. The Town requires each member to sign an individual dues deduction written authorization in such form as the Town may choose.
2. In the event that the employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that biweekly period. The Union agrees to indemnify and hold the Town harmless from any claims arising out of the deduction of dues and payment to the local under this article provided that the Town's actions are neither reckless nor willful violations of the law.
3. The Union agrees to notify the Town in writing of the amount of the dues to be deducted from each unit member, and notify the Town one month in advance of any change in the amount to be deducted.
4. Upon completion of the initial probationary period, all bargaining unit employees shall either become a member of the Union or opt to pay a monthly service charge of 50% of Union dues for their fair share of the benefits earned by membership in the Union. This fair share charge shall be paid by authorizing a biweekly payroll deduction by the employer and direct payment to the Union secretary.

ARTICLE VI- NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, veterans status, membership or non-membership in the Union, pregnancy, disability, marital status, genetic information or ancestry, or any other class protected by the Civil Rights Act of 1964, commonly known as Title VII and 42 U.S.C. §2000e, or RSA 354-A.

ARTICLE VII- MANAGEMENT RIGHTS

Except as limited or abridged by the terms of this agreement, the Town hereby retains and reserves unto itself, the powers, rights, authority, duties and responsibilities conferred upon it

and vested in it by law. Further, all rights that would ordinarily vest and are exercised by the public, except as are relinquished or limited herein, are reserved and remain vested in the Town. The Town retains The right to exercise managerial policies subject to the restrictions and limitations placed within this agreement including, the functions, programs and methods of the system, including the use of technology, the organizational structure and selection, direction and number of its personnel so as to not to discontinue the public control of governmental functions. Further, the Town retains the right to adopt, change, enforce and discontinue any rules, regulations and procedures and policies not in conflict with any provision of this agreement and in compliance with this agreement.

ARTICLE VIII- EMPLOYEE RIGHTS & DUTIES

1. The Town agrees that there shall be no discrimination against any employee covered by this agreement for membership in the Union, or because of presenting a grievance, or for giving testimony or for taking part in proceedings of the Union. This Section shall not be subject to the grievance and arbitration provisions of this Agreement.
2. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Department or other Departments of the Town. This section shall not be subject to the grievance and arbitration provisions of this Agreement.
3. Disciplinary matters will be subject to the grievance procedure.
4. The Union agrees that strikes and other forms of job actions by public employees are unlawful pursuant to RSA 273-A:13. The Union agrees not to cause, encourage, sponsor or participate in any strike or work slowdown which interferes with the operations of the Town; the Union agrees not to conduct a job action or withholding of services or the curtailment of services that restricts and interferes with the operation of the fire department during the term of this agreement. The Town agrees not to lock out any employees during the term of this agreement. The Town shall provide adequate notice to the Union of any desire to subcontract out union work. A period of ninety (90) days will be presumed to be "adequate notice". At least thirty (30) days prior to acceptance of any offer by any other entity to perform union work, the Town shall offer the Union the right of first refusal, to match or counter any bid to subcontract union work. Further, the Town shall make available to the Union any and all documents or records produced as a result of the consideration to subcontract out union work. The parties agree that in the event that the current structure of the fire department is no longer economically feasible the Town and the Union will meet and confer to discuss the possible alternatives.

ARTICLE IX- SAVING CLAUSE

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

ARTICLE X- PAST PRACTICE

Nothing in this Agreement shall be interpreted as to change any benefit now enjoyed by employees unless such change is specifically addressed in the provisions of this Agreement. Furthermore, such implied practice shall have been uniformly and consistently applied and shall have been by mutual agreement of the parties. The determination of an implied practice may have originated prior to the official recognition of IAFF Local 3639, but must have been adopted by the parties.

ARTICLE XI- UNION BUSINESS

1. One (1) Union Representative shall be granted time to attend union functions, including attendance at conventions which are specifically listed below, without loss of pay:
 - a. International Association of Firefighters Conventions; biennially;
 - b. Professional Firefighters of New Hampshire Convention, biennially;
 - c. Professional Firefighters of New Hampshire bi-monthly meeting
2. Ten (10) day notice in writing is required as a prerequisite to qualification for pay for any Union convention. The Town is not responsible for expenses other than salary/wages.
3. The Town shall recognize the duly authorized officers and representatives of the Union as follows: President, Vice-President, Secretary, Treasurer, Steward(s) (2), and Negotiating Team (4).
4. The Union officers shall be permitted, when necessary, to conduct union business between the Town and the Union including but not limited to grievances, negotiations, and consultations with the Town, during their regularly scheduled shifts with no loss of pay. This provision shall not be interpreted to mean all necessary union/town business must be conducted while a particular officer is on duty.
5. The Town shall provide the Union with one (1) bulletin board per station at a mutually convenient place for the posting of materials pertaining to the union business and union activities. The Town shall have the right to remove materials offensive to individuals. Provided, however that the "offensive materials" shall not be defined to include official union information regarding union business and/or union activities. The Union shall reserve the right to remove any materials from the bulletin board per the Town.
6. The Town agrees that the Union shall be permitted to meet at the Bedford Fire Department so long as the meetings do not interfere with work or training schedules, and provided that the Union notifies the Fire Chief or the Chief's designee at least seventy-two (72) hours in advance.
7. A copy of this Agreement shall be placed in all fire stations and will be available to all full time personnel.

ARTICLE XII- PROMOTIONS

The following guidelines are established for evaluation of Full-Time lieutenant rank candidates to include eligibility, examination, selection, and point systems.

1. Eligibility to Participate in Promotional Process

A. Full-Time

1. Opening advertisement and posting as described by the Town of Bedford Personnel Policy.
 2. Have a minimum of four (4) years of full-time firefighting experience with at least three (3) years with the Bedford Fire Department
- B. NIMS compliant at the time of the testing process.
- C. Associates Degree or enrolled in an Associate's Program at the time of the process; and,
- D. Fire Officer I.

2. Examination

The Town will design an examination within the limits set forth below:

- A. The Town shall notify employees of the applicable study materials no less than 45 days in advance of the scheduled testing date.
- B. The process will consist of three phases:
1. Written examination from a valid emergency service examination agency
 - a. Any challenge to the written examination selected by the Fire Chief must be raised in writing within ten (10) days of the date of unit member notification upon posting per Article XII,(2)(A).
 2. Practical assessment
 3. Oral board (three member minimum).
 - a. Board Members will hold the rank of Lieutenant or above and be employed by a full-time fire department.
- C. The phase order, minimum point thresholds, and evaluation point weight will be announced at the time of unit member notification upon posting per Article XII,(2)(A).
- D. Any participating unit members who are scheduled to be on duty for any part of the process will be given administrative leave.

E. Any limitation on the number of unit members allowed to test shall not be less than eight (8) and will be imposed only after the first phase of testing based on the evaluation scores of the first phase ranked highest to lowest.

F. Phase Evaluation Weight

- | | |
|----------------------------------|--------|
| 1. State Written Examination | 33.33% |
| 2. Assessment Center Examination | 33.33% |
| 3. Oral Examination | 33.33% |

3. Selection

- A. A list of candidates, in order of their scores, who successfully pass this examination process will be posted within ten (10) days of the completed examination process. A candidate must make a combined minimum score of seventy (70%) percent.
- B. When more than four (4) candidates successfully pass the exam process, management reserves the right to choose from the top four candidates. If less than four (4) candidates successfully pass the exam process, management reserves the right to retest or scale the test for those completing the process.
- C. Those candidates who successfully pass the exam process will remain on an eligibility list for a maximum of two (2) years, but no less than one year from the date of posting. If this time period elapses, management reserves the right to withhold a testing period until a vacancy occurs, or create another eligibility list by testing.
- D. Any candidate who finishes first on three (3) consecutive exams and is not selected for the position may request a written reply from management listing the reasons for non-selection. If the candidate is not satisfied by the written response, he or she may appeal the decisions as described in Article XIV, Grievance Procedure.
- E. All appointments are recommended by management, and approved by the Town Manager.
- F. All appointees must serve a six month probationary period.

4. Point System

Points shall be calculated and added to the candidate's final overall score upon successful completion of the phase evaluation. It is the responsibility of the candidate to provide a worksheet of point accumulation at the oral board phase. This will be verified by the evaluation proctor. If additional evidence is required for validation, it shall be the responsibility of the candidate to provide the evidence.

- A. .2 points for each completed year of Bedford Fire Department Full-Time/Call service.
- B. .1 points for each completed year of any other fire department Full-Time/Call service within the ten (10) years prior to the employee's date of hire. Employees shall not

receive points for service in another fire department concurrent with employment with the Bedford Fire Department.

- C. 1 points for an Associates, Bachelors' Degree(s), and/or Masters' Degree(s) (i.e., employees with multiple degrees will receive only one point regardless of the number of degrees)
- D. .1 points each for certification of (points shall be cumulative):
 - 1. AEMT
 - 2. Paramedic
 - 3. Fire Officer II
 - 4. Hazmat Technician
 - 5. Each NFPA 1006 Technical Rescue Discipline
 - 6. Fire Inspector I
 - 7. Driver/Pumps
 - 8. Driver/Aerial
 - 9. Incident Safety Officer
 - 10. Public Information Officer
 - 11. Primex/BET Supervisor Academy
 - 12. NFA Strategy and Tactics for Initial Company Operations
 - 13. Fire Instructor II and III

ARTICLE XIII- CERTIFICATION

- 1. The promoted unit member shall have obtained a minimum of an Associate's degree and an AEMT Certification or greater prior to appointment.
- 2. All new Lieutenants shall meet for Lieutenant Job description in effect at the time of testing.

ARTICLE XIV- CONSULTATION

- 1. The President or his/her designee may meet with the Chief or the Chief's designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief no less than five (5) days before the scheduled date of the meeting.
- 2. Nothing herein shall prevent the President or designee from consulting with the Chief or the Chief's designee at a mutually agreeable time if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.
- 3. Any changes in the operation of Bedford Fire Department that will or may affect the day to day operation, duties, obligations or benefits of the Bedford Firefighters, shall be discussed with at least one representative of Local 3639 as determined by the Union.

ARTICLE XV- GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misunderstanding, misapplication, or inequitable application of any provision of this Agreement with respect to any employee, group of employees or the Union. A grievance or dispute may arise between the parties pertaining only to the application, meaning, or interpretation of this Agreement. A grievance shall set out the following:

- a) A clear and concise statement of facts giving rise to the grievance and the violation of the article and section claimed to have been violated;
- b) The remedy or correction request;
- c) The signature of the grievant and a union officer.

Step One

Any grievance shall be filed in writing to include but not be limited to email communications with the Fire Chief within twenty-one (21) calendar dates from the date of the Union knew or should have known of the fact upon which form the basis of the grievance. Within 14 calendar days, the Fire Chief shall meet with the employee and a union representative. A written decision will be issued within twenty-one (21) calendar days from the date of the meeting.

Step Two

If the grievant is not satisfied with the decision of the Fire Chief, the Union may appeal the decision to the Town Manager in writing within ten (10) calendar days of the date of the receipt of Chief's decision. Within two weeks, the Town Manager will meet with the Union and the grievant and render his decision within twenty-one (21) calendar days from the date of the meeting.

Step Three

If the grievant is not satisfied with the decision of the Town Manager, the Union may appeal the decision to arbitration by filing a request to the New Hampshire Public Employee Labor Relations Board that a neutral arbitrator be appointed to resolve the dispute.

1. The cost of arbitration shall be borne equally by the Town and Union.
2. The foregoing time limits may be extended by mutual agreement of the parties. Such extension shall be the agreed to in writing to include but not be limited to email communications.
3. For the purposes of grievances processing, working days shall be exclusive of Saturdays, Sundays and holidays recognized by this Agreement
4. The decision of the arbitrator shall be final and binding upon the parties.
5. If the Town fails to abide by the time limits set in this Article, then the Union shall be able to move the grievance to the next available step.
6. Time limits defined in this Article can be extended due to emergencies by mutual agreement.

ARTICLE XVI- LAYOFF RECALL

1. Layoff: Should the Town contemplate a layoff of employees, the Town agrees to the following steps and procedures:
 - a. A least thirty (30) days before any contemplated layoffs occur, with the exception of layoffs made necessary by some unexpected action of the Town Meeting, the Town shall notify the Union for the purpose of advising the Union as to the reasons and anticipated scope of any layoffs. The Town will confer with the Union in good faith for the purpose of seeking alternate solutions to the contemplated layoff.
 - b. Layoffs shall be based on qualifications in classification. In the event that all qualifications are equal, then the least senior member will be laid off first.
2. Recall:
 - a. Should the Town recall employees, for a period of one year, for vacancies covered by this agreement, laid off employees who are qualified for the positions, shall be rehired. The employee will be responsible for providing the Town with a current mailing address.
 - b. Should the Town decide to recall laid off employees it shall do so in writing, via certified mail to the last known address of the employee, and the employee must respond in order to be eligible for recall, in writing to the recall notice within two (2) weeks of receipt of such recall notice.
 - c. Should a laid off employee be rehired within twelve (12) months of the layoff, the employee shall retain the employee's seniority and any rights which inure to it. For the purpose of this section, the period of time of the layoff shall not be considered in determining either departmental seniority or job classification seniority.
 - d. A laid off employee shall be deemed to have been terminated on a favorable basis and shall be paid for all accrued vacation leave hours times the base hourly wage and three tenths (0.3) of the accrued sick leave hours times the base hourly wage. Upon rehire, seventy percent (70) of sick leave shall be reinstated to the recalled member.

ARTICLE XVII- SENIORITY LIST

1. The Chief or his/her designee shall establish separate seniority lists for firefighters and Lieutenants. These shall be brought up-to-date each year and be posted at each duty station bulletin board for a period of not less than thirty (30) days, and a copy mailed to the Secretary of the Union, Local #3639 and the Town Manager. Any objection to a seniority list as it appears posted shall be promptly reported by the individual employee to the Chief of the Department. Seniority will commence from the first day of employment on a full-time basis as a probationary employee.
2. Probationary employees shall have no rights based on seniority.
3. In the event of two or more employees within a seniority list share the same Hire Date, seniority shall be determined by the entrance examination scores, ranked from the highest

score to lowest. Seniority of any of these employees sharing the same examination scores shall be determined by a coin toss.

ARTICLE XVIII- HOLIDAY PAY

The following shall be considered paid Holidays in lieu of a day off at the rate of ten (10) hours of pay for the Holiday except for the Fire Inspector who shall receive a paid day off at the rate of eight (8) hours.

New Year's Day
President's Day
Civil Rights Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the day following
Christmas Day

Any other day the Town may adopt as a holiday shall also be considered a paid holiday.

In addition to the compensation noted above, employees shall be compensated at 1.5 times the employee's regular hourly rate for actual hours worked during a shift which falls on any of the above mentioned Holidays.

ARTICLE XIX- CLOTHING ALLOWANCE

1. The Town agrees to allow for each unit member seven hundred (\$700) dollars annually for the purpose of uniform articles as authorized by the Chief or his designee. Additionally, each employee will receive a Class A uniform, with all badges, patches and accessories, upon successful completion of one year of employment.
2. Upon presentation of a receipt from the vendor, the Town shall reimburse employees up to the amount specified above for purchases of authorized uniform articles. Alternatively, employees may order clothing from authorized vendors through the Department.
3. The Town shall provide the following NFPA compliant protective clothing to each employee of the Department covered by this Agreement.

One helmet (1044 or equivalent as determined by the Fire Chief) with eye shield or equivalent

One night hitch pants with detachable liner and suspenders

One turnout coat with detachable liner

One pair of structural fire gloves

One pair of extrication gloves

One pair of first quality, insulated night hitch boots

One light

One hood
One SCBA Mask

4. All protective clothing provided to the employee shall remain the property of the Town.
5. Members shall be allowed to display "IAFF L-3639" in the same size font as the other letters on status wear items only below the current Department logo on the left chest.

ARTICLE XX- LEAVES

The Town agrees to abide by any federal and state laws pertaining to the Family Medical Leave Act including bereavement and sick leave, maternity leave, medical leave and jury duty leave. For purposes of this article immediate family are as follows: wife, husband, daughter, son, sister brother, father, mother, step-father, step-mother, grandmother, grandfather, father-in-law, mother-in-law, step-son, step-daughter, and blood relative or ward residing in the same house.

The Town shall allow up to 3 members on vacation, comp time or educational leave at any given time.

1. EXTENDED LEAVE(S) OF ABSENCE

The Town Manager may grant an employee a leave of absence, who has exhausted available paid leave, without pay, and no vacation or sick accrual shall be earned, upon recommendation of the Fire Chief for a period not to exceed one (1) year. Upon termination of said leave, the employee may be returned to duty without loss of pay rate, benefits, seniority or advantage. The approval, denial, or extension of leaves of absence shall not be subject to the grievance procedure.

2. BEREAVEMENT LEAVE

An employee, will be given three (3) scheduled units following the death, as leave of absence with full pay when a death occurs in the immediate family of the employee. The word "bereavement" means a death occurring in the immediate family of an employee. Employees will be given one (1) scheduled unit off for the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law or a grandparent-in-law. At the employee's option, he or she may take one additional consecutive unit off using vacation or compensatory leave.

3. SICK LEAVE

Sick time is not counted as hours worked for purposes of overtime pay calculations. Probationary employees are not eligible for use of accruals or pay out of accruals during the initial probationary period unless authorized by the Chief. Once the initial probationary period is completed, all accruals for the initial period will be available for use. For the purposes of determining eligibility for payment, retirement shall be defined as retirement from Town service and meeting the eligibility requirements for the retirement system in which the unit member participates:

- A. Except for the Fire Inspector, employees covered by this Agreement shall accrue sick leave, and receive payment of unused balances of sick leave upon voluntary quit, or retirement according to the schedule below:

Sick Leave Accrual		
Years of Service	Hours per Month/Year	Maximum Accrual
0 to 5	8.2/98.4	292
6 to 10	8.2/98.4	415
11 or more	8.2/98.4	538
Sick Leave Payout		
Years of Service	\$ or % on Voluntary Quit*	\$ or % on Retirement*
6 mo to 5	\$2,100 or 25%	\$4,200 or 50%
6 to 10	\$5,250 or 50%	\$7,875 or 75%
11 or more	\$9,450 or 75%	\$12,600 or 100%
*whichever is the lesser amount		

B. Fire Inspectors shall accrue sick leave, and receive payment of unused balances of sick leave upon voluntary quit, or retirement according to the schedule below.

Years of Service	Hours Per Month/Year	Maximum Accrual
0 to 5	8/96	480
6 to 10	8/96	600
11 or more	8/96	720
Sick Leave Payout		
Years of Service	\$ or % on Voluntary Quit*	\$ or % on Retirement*
6 mo to 5	\$2,100 or 25%	\$4,200 or 50%
6 to 10	\$5,250 or 50%	\$7,875 or 75%
11 or more	\$9,450 or 75%	\$12,600 or 100%
*whichever is the lesser amount		

C. Members utilizing sick time must take the entire tour off. Members utilizing sick time do not have the option of taking any single unit off during their tour

D. Only under the following circumstances will the partial usage of sick time be allowed:

- a. Whereas a member has to leave work to care for a sick child or member of the employee's immediate family.
 - b. Any illness that arises during the tour, preventing the employee on duty from completing the remainder of the tour.
 - c. Any situation or other bona-fide reason resulting in the employee having to leave work, as deemed acceptable by the Fire Chief or his designee.
 - d. Other reasons as deemed appropriate by the Fire Chief or his designee.
- E. A unit member, other than the Fire Inspector, who has called out since will have sick time deducted from sick time accrual balances to cover the missed time from work. In the event a unit member covered by this agreement uses sick time for a tour, 24 hours will be deducted from their sick leave accrual on a one for one basis. Any unit member that has to leave work under specific sick time circumstances as covered in the aforementioned four (4) circumstances (a-d) will have whatever the remaining time needed to complete their tour deducted from the sick time accrual for that unit member.
- F. If the Fire Inspector calls out sick, the number of hours assigned to the missed shift by the Chief shall be deducted from their sick leave accrual.
- G. Any member that utilizes sick time for a period equal to or greater than 36 consecutive hours will be required to provide a note from a healthcare provider attesting to the health of the member or the need to be out due to the health of his/her dependent and/or member of their immediate family. An employee cleared to return to work after being out sick for 36 hours shall be returned to their pay status but may be referred to Occupational Health by the Chief or his designee.
- H. Annual sick leave payouts of 42 hours will be offered each August on a date determined annually by the Town. Except for the Fire Inspector, all unit members are eligible for payout increments of 42 hours if there has been no more than 3 occurrences of unscheduled sick time in the prior 12 months ending June 30. A minimum balance of 84 hours must be remaining in the sick leave balance after deducting the hours to be paid out as of the Friday before the payout date. Employees out on workers compensation or short term disability are permitted to use their leave accruals to supplement their compensation in the following order:
- a. Sick
 - b. Compensatory
 - c. Vacation
- I. Employees out of workers compensation may supplement to 100% of their eligible pay. Eligible pay is defined by the workers compensation carrier. Additionally, an employee out on short term disability may supplement their disability pay to 100% of their base pay.
4. VACATION
 Employees, other than those in their initial probationary period, covered by this Agreement shall accrue vacation leave, and receive payment of the unused balance of vacation except if terminated for cause. Probationary employees are not eligible for use of accruals or pay out

of accruals during the initial probationary period unless authorized by the Chief. Once the initial probationary period is completed, all accruals for the initial period will be available for use. .

- A. Except for the Fire Inspector, unit members covered by this Agreement shall accrue vacation time according to the following schedule:

Years of Continuous Employment	Hours per Month	Hours per Year	Maximum Accrual
0-5	7	84	168
6-10	10.5	126	252
11-15	14	168	336
16-20	17	204	408

- B. Vacation time for the Fire Inspector shall accrue according to the following schedule:

Years of Continuous Employment	Hours per Month	Hours per Year	Maximum Accrual
0-5	6 2/3	80	160
6-10	10	120	240
11-20	13 1/3	160	320

- C. Employees covered by the Agreement shall receive an additional eight (8) hours per year accruing at a rate of 2/3rds hours per month for each additional year after their 20th year. The max accrual state will increase by sixteen (16) hours for each year after an employee's 20th year.
- D. Employees that are covered by this Agreement will provide at least twenty-four (24) hours' notice to the Chief or the Chief's designee for vacation requests, unless less notice is agreed upon mutual agreement. Vacation requests submitted with less than twenty-four (24) hours' notice will be denied if approval would result in overtime costs. It is agreed and understood that the employee requesting vacation is responsible for assuring that the vacation request is properly and timely entered in Fire Department records system.
- E. The number of hours taken off shall be deducted from his/her accrued vacation leave on a one for one basis. Members may use vacation in 1 hour increments.

5. FLOATING HOLIDAY

After successful completion of the six (6) month initial probationary period, unit members shall receive one floating holiday for use during the calendar year. Each calendar year, Unit members shall receive twelve (12) hours to be paid at straight pay, except for the Fire Inspector shall receive one floating holiday for an eight (8) hours to be paid at straight pay. Unit members shall provide at least twenty-four hour notice for use of the floating holiday

unless otherwise approved by the Chief or designee. Unused floating holidays shall not be carried forward and shall not be paid out. Floating holidays are counted as hours worked toward overtime pay.

6. COURT ATTENDANCE AND JURY DUTY

The Town recognizes that employees may be called for court appearances for issues related to their employment with the Town. All hours required for Town related court appearances will be included and paid as hours worked. Mileage costs associated with the court appearance will be reimbursed at the federal rate of reimbursement.

Jury duty is an important civic responsibility. An employee may be granted leave without loss of pay or charge to their accrued balances for that portion of their shift spent on jury duty or jury duty selection.

In each instance of court appearances or jury duty an employee shall submit a copy of the court document ordering appearance in advance and as soon as practical. Any fee received by the employee for court appearance and related mileage shall be turned in to the Chief or his designee. Any fee received by the employee for jury duty for a portion of days that would have been regularly schedule shall be turned in to the Chief or his designee. Mileage reimbursements received by the employee related to jury duty shall be retained by the employee. The Town shall provide regular wages for regularly scheduled hours spent on jury duty. Any remaining unit hours shall be worked or submitted as a request for time off at the call of the Chief or his designee.

7. COMPENSATORY TIME

Compensatory time shall accrue at an hour and one-half per hour.

A. All overtime shall be approved by the Chief or his designee. Employees eligible to be paid at an overtime rate, may elect to receive up to 48 hours of compensatory time off (32 hours worked at time and one half) in lieu of overtime pay. Employees may receive additional hours up to a cap of 84 hours (56 hours at time and one half) as compensatory time off only with the approval of the Chief or his designee. Employees may not request compensatory time for work performed on call backs, paid details, or on grant funded projects. An employee shall carry over, form year to year, unused accrued compensatory time.

B. An employee may request the use of accrued compensatory time at any time provided the unit member provides the Chief or the Chief's designee 24 hour notice, unless less notice is agreed upon by mutual agreement. Requests for compensatory time submitted with less than a 24 hour notice will be denied if approval would result in overtime costs. It is agreed and understood that the employee requesting the time off is responsible for assuring that the compensatory time request is properly and timely entered in Fire Department records system.

C. Members may use accruals in 1 hour increments on a 1 for 1 basis.

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 or federal law. In the event that an employee has accrued more than the applicable ceiling (84 hours), such employee shall be paid for all compensatory time in excess of the maximum on the next regular designated payday.

8. EDUCATION EARNED COMPENSATORY TIME

The following provisions shall supersede any conflicting language appearing elsewhere in this Agreement:

- A. This program provides compensatory time for education for all unit members. Members shall not be entitled to both earned educational time and overtime pay/comp time accrual.
- B. If a member submits for time away from an assigned duty shift to attend a class, it will be referred to as an educational re-assignment. Such re-assignment may be approved by the Fire Chief or the Chief's designee. In the event that a re-assignment request is denied, such denial shall not be subject to the grievance process as outlined in Article XIV of the CBA. An educational re-assignment may be granted for a member to attend a department approved class while on duty. If a member is granted time away from work to attend the class, that member is expected to return to work in a timely fashion after the end of the class to complete their duty shift as assigned.
- C. The following formula will be used for calculation of educational earned time for non-mandatory department approved classes.
 - a. Total amount of published hours of class: _____ -(minus) the total hours reassigned to class while on duty: _____ /2 = educational earned time
 - b. Example Lt. A is registered for Hazardous Materials Technician class which is 80 hours in length. He is working 2 times during this class and will be reassigned to this program as his duty shift. $([80] - [16]) = 64$ divided by 2 = 32 hours of educational earned time (comp time) 32 hours is the calculated amount of time that will be awarded to Lt. A. This time shall be taken as compensatory time.
- D. If a member is at or near the maximum accrual amount for compensatory time, the member must use compensatory time during that pay period in order to be able to accrue back to the maximum amount.
- E. Members may use accruals in 1 hour increments on a 1 for 1 basis. Educational time off will be granted based on the program, time, and travel requirements.
- F. Failure to use the compensatory time during the pay cycle will mean that the member shall not be able to accrue the educational time referred to herein and such time shall be forfeited.

- G. No educational earned time will be awarded for classes of fifteen 15 hours or less in length. Educational earned time will be awarded for department approved, non-mandatory classes whose length is sixteen (16) hours or greater.
- H. A member reassigned for education, may opt to use their accrued compensatory or vacation time to take the remainder unit or tour off. Property notice shall still be used in circumstances of this nature.
- I. Circumstances that are out of the control of both parties shall be decided upon on a case by case by the Fire Chief or the Chief's designee and such decision shall be binding.

9. WORKERS COMPENSATION

Employees shall be covered for workers' compensation. Any leave associated with workers compensation shall run concurrent with FMLA if eligible.

Employees out on workers compensation are permitted to use their leave accruals to supplement their workers compensation in the following order:

- a. Sick
- b. Compensatory
- c. Vacation

Employees out on workers compensation may supplement to 100% of their eligible pay. Eligible pay is defined by the workers compensation carrier.

ARTICLE XXI- RETIREMENT

- 1. The Town shall allow unit employees to contribute to the Professional Firefighters, Police Officers and Public Employees Section 457 Plan in addition to any other retirement plan the Town currently offers.
- 2. The town shall provide membership in the New Hampshire Retirement System to all bargaining unit members of the Fire Department.

ARTICLE XXII- HOURS OF WORK AND OVERTIME

For purposes of this Agreement the 7 day work week is defined as beginning and ending 7 a.m. each Sunday except for the Fire Inspector who shall follow the 40 hour work week and work period of other Town employees.

Except as may be otherwise agreed by the Town and the Union, employees other than the Fire Inspector and Day Firefighter, shall continue to work 24 hour schedules consisting of one 24 hour tour on followed by 72 hours off as a repeating cycle in accordance with current practice.

In addition to the normal shift schedule, the Department may have a designated floating shift that may consist of a schedule other than 24 hour shifts. This floating shift will be utilized for personnel experiencing a hardship. Unless otherwise agreed by the Town and the Union, the Day Firefighter will be filled on a voluntary basis, but in the absence of volunteers, it shall be filled by the least senior shift qualified employee.

If a Day Firefighter shift is utilized by the Chief, the schedule for a Day Firefighter shall be four (4) 10.5 hour days on followed by three (3) days off or five (5) 8.5 hour days on followed by two (2) days off except as otherwise agreed by the Town and Union.

1. OVERTIME

Hours worked outside the weekly schedule shall be paid at overtime rates except in a week where sick time has been used in accordance with Article XX.3.

- A. Extra shifts may be canceled with no less than twelve (12) hours notification to the employee.
- B. When vacancies occur that require filling to meeting managements' minimum requirements for staffing, the overtime list shall be utilized. A volunteer will be sought from the overtime list, continuing down the list until one is found. If the vacancy to be filled is an entire tour, the first member to volunteer for this shift will be given the option of selecting the entire tour, or any single unit within that vacated tour. If applicable, the remaining unit shall be filled by continuing down the list until exhausted. This list will reset on January 1 each year.
 - a. In the event that this list is completely exhausted, the Town may offer this time to other members of the department. In the event that there are no other resources available to cover the vacated shift, the Town may utilized the following mandatory program:
 - i. If the vacancy is for an entire tour, the off going group shall be required to cover the first unit of the shift and the next oncoming group to cover the second unit. The individual who accepts the mandated time may, at their sole discretion, opt to take the full shift as opposed to the first or second unit. By seniority and qualification, if no employee of the group accepts the additional time; the least senior qualified member shall be mandated to stay. The employee of the off going group who is mandated to stay, may, at their sole discretion, opt to take the entire tour.
 - ii. If the vacancy is for any one (1) unit of a tour and no volunteers are found, the off going group shall be responsible if for a day unit and the oncoming group for a night unit, subject to the aforementioned guidelines in paragraph 1. Any employee, who is mandated to cover any shift vacancy, will not be moved on the overtime list.
- C. Any employee mandated to work shall receive 1.5 times their regular rate of pay for all mandated hours.
- D. Except for emergencies or extenuating circumstances as defined by the Chief or his/her designee, the maximum number of consecutive hours worked shall be 72. An employee must be off at least 12 hours before working any additional time.

2. SHIFT EXCHANGES Exchange of Days Off

Unit members of the Department may requires an exchange of shift with another employee by following the following procedure:

- A. The employee requesting the exchange shall make the proper entry into the scheduling software and have it approved by the shift officer.
- B. The person exchanging days off is responsible for the coverage, not the employee requesting the exchange.
- C. The Chief or the Chief's designated agent shall decide if the person agreeing to exchange is qualified to cover the position. The Chief or the Chief's designee will not unreasonably deny exchange of a shift.
- D. Such substitutions shall not pose additional costs to the Town. Payment of exchange and the filling of the shift shall be strictly the responsibility of the employees involved.
- E. It is understood that the Town shall not incur any additional responsibility as a result of this provision, and it is not subject to the provisions in Article XXII of this Agreement.

ARTICLE XXIII- MILITARY LEAVE

The Town agrees to abide by any federal and state laws pertaining to military leave. In the case of military annual training, the difference between the pay received for military service and the amount of straight time earnings lost by reason of such service, based upon the employee's regular straight time rate shall be made upon receipt of satisfactory evidence of the amount of pay received for military service.

ARTICLE XXIV- DISCIPLINE/DISCHARGE

1. The Town agrees that it shall only discipline or discharge unit members for just cause.
2. Any disciplinary action to be administered to any employee covered by this Agreement shall be issued within twenty-one (21) calendar days of the date of which the Department had knowledge or should have had knowledge of the infraction.
3. Disciplinary action will normally be taken in the following order:
 - A. Verbal warning;
 - B. Written warning;
 - C. Suspension without pay;
 - D. Discharge

The Unit recognizes that certain infractions may necessitate disciplinary actions without following the above sequence. However, these deviations are allowable only in extreme circumstances.

4. An employee shall be entitled to a Union representative at any meeting held regarding disciplinary matters of the employee. Union representative at said meeting shall be at the employee's selection.
5. In the event that an employee receives a verbal or written warning, the employer may not use said verbal or written warning as a basis for progressive discipline after a period of one (1) year from the date of the discipline. In the event that there is a suspension, demotion, or other disciplinary action, the employer may not use the suspension, demotion, or other disciplinary action as a basis for progressive discipline after a period of two (2) years.

ARTICLE XXV- WAGES

1. The Compensation Plan which set the employee wage rate and ranges each year of this Agreement is appended hereto as Appendix A and fully incorporated into this Agreement. The parties agree that employees shall be paid at least the minimum rate set forth in Appendix A for the applicable year. Notwithstanding the minimum rate, a unit member must have a satisfactory evaluation on the most recent evaluation in order to receive a step increase.
2. Appendix B sets forth the initial step placement for employees. Any employee hired after the effective date of this Agreement with experience as a full-time firefighter and full-time EMS provider may, at the discretion of the Fire Chief, be placed on the Compensation Plan up to the step that provides them with ½ credit for such years of experience (e.g., a lateral hire with 10 years of full-time firefighting and EMS experience could be hired at step 5 on the Compensation Plan and a lateral hire with 20 years of full-time firefighting and EMS experience could be hired at MAX step on the Compensation Plan).
3. Any retroactive pay for the first year of this contract beginning January 1, 2023 shall be calculated retro to February 12, 2023. The retroactive payments shall be made by the second pay period following the parties full execution of the Agreement providing that all of the following conditions are met:
 - a. The Town Council and the Union properly ratify this contract
 - b. The Cost Items are properly voted at Town Meeting
 - c. The parties fully execute the Agreement
 - d. A satisfactory evaluation is on file for the most recent evaluation period
4. Except as outlined in Paragraph 5, for 2024, employees who receive a satisfactory evaluation for the most recent evaluation period shall, on the first day of the pay period that includes January 1, 2024, move to the next step in their salary range according to the Salary Ranges in Appendix A. Except as outlined in Paragraph 5, for 2025, employees who receive a satisfactory evaluation for the most recent evaluation period shall, on the first day of the pay period that includes January 1, 2025, move to the next step in their salary range according to the Salary Ranges in Appendix A. An employee may grieve an unsatisfactory evaluation under Article XV (Grievance Procedure) of this Agreement. Employee evaluations shall be completed within thirty (30) days of the employee's anniversary date, or, if the employee has received a promotion, the anniversary of the promotion date.

5. New employees hired between July 1st and December 31st of any year of this Agreement will not be eligible to move to the next step in their salary range on the first January 1st following their date of hire. Instead, such employees will move one step in their salary range upon successful completion of their 6 month probationary period and then, assuming the employee receives a satisfactory evaluation, if applicable, will receive their next step on the following January 1st in accordance with Paragraph 4 (e.g., an employee hired onto the Entry step on October 15, 2023 would move to Step 1 on April 15, 2024, and would move to Step 2 on January 1, 2025).
6. On the first day of the pay period that includes January 1, 2024, the 2023 pay scales will be adjusted by a cost of living adjustment of 2%, which is reflected in Appendix A.
7. On the first day of the pay period that includes January 1, 2025, the 2024 pay scales will be adjusted by a cost of living adjustment of 2%, which is reflected in Appendix A.

ARTICLE XXVI- OTHER PAY

1. LONGEVITY

In addition to all other applicable compensation, otherwise provided for in this Agreement, unit members shall be paid a longevity benefit for service. Longevity will be calculated at \$100.00 annually for every completed year of service. Payment will not be received until after the completion of the fifth year, however longevity shall accrue from the first day of service. The longevity payment shall be made the first pay period following the unit member's employment anniversary date.

2. EDUCATIONAL INCENTIVES

The following lump sum bonus payments will be paid to employees who have been awarded the applicable certifications on a quarterly basis for the prorated amount on the first pay period of January, the first pay period in April, the first pay period in July and the first pay period in October.

A. The following certification levels are as follows:

Child Safety Seat Technician	\$400 (up to four employees)
Each NFPA 1006 Technician Level Certification offered by New Hampshire Fire Academy	\$75
E.V.T.	\$400
Instructor	\$400
Driver/Pumps	\$100
Driver/Aerial	\$100

These bonuses will be considered cumulative.

- B. The following schedules shall apply to extra compensation to any unit member, hired before January 1, 2012, for educational or experience attainment.
- a. Five hundred dollars (\$500) per year for an Associate's Degree in a job related field.
 - b. One thousand dollars (\$1,000) per year for a Bachelor's Degree.
 - c. One thousand five hundred dollars (\$1,500) per year for a Master's Degree.
 - d. All payments shall be made quarterly and be subject to all appropriate deductions for withholding tax, retirement benefits and the like

These educational bonuses are not cumulative

- C. For employees hired before January 1, 2012, the Town shall reimburse fifty percent (50%) of an employee's tuition and fees for up to two (2) courses per semesters for a course of study leading up to an Associate's Degree, a Bachelor's Degree, or Master's Degree for an approved course of study subject to available funding in the annual approved budget. To be eligible for reimbursement an employee must provide proof of achieving a grade of B- or higher, or the equivalent and must notify the Town by August 1st of each year of the number and approximate courses which they desire to take during the upcoming calendar year. In the event that an employee does not complete one (1) year of service with the Town after completion of the course in which reimbursement was received, the employee shall repay the Town a prorated amount of the reimbursement.
- D. For unit members hired after January 1, 2012, the Town shall provide one time payments as follows:
- a. Five hundred dollars (\$500) upon attainment of an Associate's Degree in a job related field.
 - b. One thousand dollars (\$1,000) upon attainment of a Bachelor's Degree in a job related field.
 - c. One thousand five hundred dollars (\$1,500) upon attainment of a Master's Degree in a job related field.
 - d. All payments shall be made in one lump sum and be subject to all appropriate deductions for withholding tax, retirement benefits and the like.
- E. Courses of study eligible for compensation or reimbursement under this section are those majors which are appropriate to the line of work to which the individual is employed, or which is applicable to some other aspect of Town government. All individuals shall be required to demonstrate that the course of study is job related to their employment with the Town of Bedford.
- F. Unit members interested in attaining a paramedic certification shall submit a written intent to attend a program by August 1 for a program beginning the next calendar year. Annually, the Fire Chief, at their discretion, shall select at least one employee to attend a paramedic certification course from those that have submitted timely requests, subject to the following:

- a. The Town shall pay the cost of the tuition, books, and supplies for the Paramedic training program. The employee will be allowed to attend this training on shift time and will not have to utilize accrued leave time. The Town shall not be obligated to pay the cost of tuition, books, and supplies for any employee that refuses to execute an individual reimbursement agreement consistent with the terms outlined in (b) below.
- b. The Town shall be entitled to reimbursement for the tuition, books, and supplies if the employee does not complete the paramedic training program, does not pass their paramedic certification within six (6) attempts (which may not be unreasonably delayed) after completing the training program, and/or if the employee does not remain in the employ of the Town for a period of thirty-six (36) months from the end of the program. For employees who satisfactorily complete the program and receive their paramedic certification, the Town shall forgive 1/36 of the cost of the tuition, books, and supplies related to the program for each month the employee is employed by the Town following the end of the program. For employees who do not successfully complete the program or who do not receive their paramedic certification within six (6) attempts, the Town will first attempt to reach mutual agreement with the employee regarding a reasonable repayment timeline for the reimbursement of the cost of tuition, books, and supplies, and, if unsuccessful, shall establish a reasonable repayment timeline. To the extent a separating employee is obligated to reimburse the Town, the Town may deduct the owed reimbursement amount from the employee's final paycheck, unless a timely grievance is filed regarding the employee's separation, in which case the repayment obligation shall be held in abeyance until the grievance is resolved. The Fire Chief, within his sole discretion, may waive an employee's reimbursement obligation for good cause.
- c. To the extent a recertification or other further training program is required to allow a certification candidate to repeatedly attempt to pass the paramedic certification exam, such recertification or other further training program shall be at the employee's sole expense.

G. The parties agree that it is in the best interest of all concerned for all employees to pursue educational opportunities in work related areas. To that end, the Town agrees to provide flexibility in schedules for employees at the discretion of the Chief. Such requires shall not be unreasonably denied.

3. TEMPORARY SERVICE OUT OF RANK

In the event that a shift qualified firefighter fills in for a lieutenant for a period of two hours or more, that individual will receive a 10% differential above and beyond his regular pay for his base pay. The shift qualified firefighter must have passed the most recent Lieutenant's exam to be on an active TSOR list.

4. CALL BACK

In all situations in which the Town desires or determines there is a need to utilize staffing requirements in presence of the on duty strength ("call back, call in"), the Town agrees that it will compensate each individual at a rate of time and one-half for a minimum of two hours or

the actual time worked, whichever is greater unless an employee is called in within one (1) hour of the beginning of their shift in which case the employee shall be entitled only to receive time and one-half pay for the duration of the actual time worked for the call in.

In all situations in which an employee is required to work beyond his regular hours of work, with the exception of filling shift vacancies pursuant to Article XXII, after regular tour of duty (hold over) the employee shall be compensated as follows:

1-15 minutes	½ hours pay, at 1.5 times the regular rate
16-30 minutes	1 hours pay, at 1.5 times the regular rate
31 minutes on	2 hours pay, at 1.5 times the regular rate or actual hours worked, whichever is greater

- If an employee is called back to work and was on scheduled leave, the leave hours scheduled but not taken shall be restored to the employee's available accrued time off.
- If the call back period to be paid coincides with a portion of the employee's shift, the employee shall continue to receive the call back pay rate for up to the time specified above while on shift in addition to their shift rate.

5. PRIVATE DETAILS

Effective with the execution of this Agreement, the rate of pay for all private details shall be the member's overtime rate or forty-five dollars (\$45.00) per hour, whichever is greater, to a maximum of fifty-three dollars (\$53.00) per hour. During subsequent years of the Agreement, the rates shall increase by one dollar (\$1.00) per hour effective the first payroll of the year that includes all work dates in January between 2023 and 2025. Details will be a minimum of three (3) hours for each private detail. Employees shall be paid a minimum of two (2) hours for any detail which is canceled with less than two (2) hour notice or one (1) hour notice if cancellation is weather related.

- a. The overtime list will be utilized to fill details, with Chiefs and Captains included on the first call. If the list is completely exhausted, call members are eligible to staff the detail.
- b. Details occasionally may be specific in their requirements (i.e.: paramedic, officer, etc.). Therefore, the detail will be filled from that group if possible, using the OT list.
- c. The Town may charge the users of private detail fire department personnel such additional amounts as it deems necessary to offset bookkeeping and other costs, provided that such additional charges shall be over and above the overtime rate as stated above which will be paid to the employee. Private detail compensation shall be subject to all normally required deductions.
- d. For the purposes of this article, "private detail" shall mean any detail which is chargeable to a third party which is not affiliated with or otherwise a part of the corporation of the Town of Bedford, New Hampshire.

ARTICLE XXVII- INSURANCE

The Town will continue paying its portion of insurance benefits to any employee on approved paid leave status for up to 18 months from the commencement of leave. Employees on unpaid leave of absence may maintain their various insurance benefits by paying 100% of the applicable premium(s) to the Town.

1. Effective July 1, 2023, the health insurance plans shall be as follows:
 - a. Access Blue HMO 20IPDED R10/25/40M10/40/70
 - b. Access Blue SOS 20/40/1KDED R10/25/40M10/40/70
 - c. Blue Choice BC2T20IPDED R10/25/40M10/40/70
2. Health contributions shall be made twice monthly (24) payments a year. The contribution rates shall be:
 - a. Access Blue HMO: five percent (5%) for all coverage levels (S, 2, F)
 - b. Access Blue SOS: five percent (5%) for all coverage levels (S, 2, F)
 - c. Blue Choice: ten percent (10%) for all coverage levels (S, 2, F)

In the event the parties have not reached an agreement on a successor agreement by December 31, 2025, then the actual dollar contribution being made by bargaining unit members towards the monthly cost of their health insurance premium shall be frozen at the amount then being paid by the member on December 31, 2025, until such time as the parties have successfully concluded such bargaining on a successor agreement.

The only exception to this freeze shall be for an employee changing health insurance plans or coverage (single / 2 person / family); in such instances, the employee changing plans or coverage shall be responsible for paying the applicable frozen monthly contribution in effect on December 31, 2025, for the selected plan / coverage. Changes in coverage shall only occur if an employee experiences a qualifying event or if changed during the open enrollment period established by the plan provider.

3. Nothing in this Article shall prevent the Town from contracting for insurance from alternative carriers, except that any new insurance carrier shall provide coverage which is comparable to the coverage presently in force.
4. CADILLAC TAX The Town and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so called "Cadillac Tax," as it may be amended, shall also follow the procedure below:
 - A. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town

shall assist the Union in obtaining plan design and pricing information from insurance providers.

- B. If within ninety (90) days of either parties' request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
- i. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article XV, Step 3.
 - ii. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
 - iii. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
 - iv. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

5. HEALTH BUY-OUT OPTION The town will pay 25% of the Town's portion of the Access Blue HMO 20IPDED R10/25/40M10/40/70 to any employee who elects not to have coverage under the Town's health insurance and provides proof of health insurance and plan type through a plan sponsored by another employer.

A portion of the buyout is paid in the first two pay periods of each month after proof has been provided.

Employees who select the buyout option may do so at hiring, or during the open enrollment period for health insurance as established by the Town upon proof of health coverage. If the employee experiencing a "qualifying event" such as birth, death, marriage or divorce during the course of the calendar year which affects their eligibility to receive benefits, the employee may elect to receive benefits under the Town plan.

6. SHORT-TERM DISABILITY The Town shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a short-term disability plan. It is agreed by the parties that the Town shall have the sole right to determine which company provides such disability insurance as well as determine to plan design, with no decrease in overall benefits or income protection for employees.

7. LONG-TERM DISABILITY The Town shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a long-term disability plan. It is agreed by the parties that the Town shall have the sole right to determine which company provides such disability insurance as well as determine to plan design, with no decrease in overall benefits or income protection for employees.
8. DENTAL The Town shall provide a dental plan to include full coverage for the employee, spouse and family under the Delta Dental option offered to other Town employees or another comparable plan(s). Unit members shall cost share 10% of their policy premium. Newly hired employees shall pay the full cost of the dental plan during the first twelve months of employment.
9. LIFE INSURANCE Employees shall be covered by a group term life insurance benefit equal to one times the employee's annual base salary, with an accidental death and dismemberment rider (double indemnity in the case of accidental death), the cost of which shall be paid for one hundred percent (100%) by the Town. It is agreed by the parties that the Town shall have the sole right to determine which company provides such life insurance.

ARTICLE XXVIII- INDEMNIFICATION

The Employer agrees to indemnify any employee with respect to any claims, settlement, or judgment brought against or recovered against such employee resulting from the performance of such employee's duties acting in good faith, including but not limited to, the operation of vehicle or apparatus. In the event that such proceedings result in any judgment or monetary award against such employee, the employer will indemnify such employee in respect to payment made pursuant to such judgment or monetary award and such indemnification shall include the costs of any legal proceedings incurred by any employee resulting from the performance of such duties. This article is not meant to limit any other protections provided by New Hampshire law, now or in the future. In the event that state law provides a more favorable employee indemnification policy, the Town agrees to abide by the state law.

ARTICLE XXIX- PROTECTION OF DEPARTMENT PROPERTY AND EQUIPMENT

It shall be the responsibility of all employees having custody of any equipment and/or property of the Bedford Fire Department to ensure that it is properly cared for, kept clean and in proper working order and returned to its proper place of storage. Driver/Operators shall be responsible for all tools and equipment on their assigned apparatus.

Upon separation, all property issued by the Department to any employee must return said equipment to the Bedford Fire Department.

ARTICLE XXX- DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2023 through December 31, 2025. The terms and conditions of this Agreement shall remain in full force and effect until a successor agreement is placed in effect.

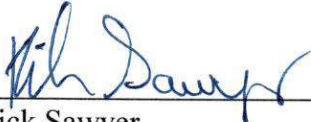
IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 10th of April, 2023.

BEDFORD PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
LOCAL 3639, IAFF, AFL-CIO, CLC

FOR BEDFORD TOWN COUNCIL



Albert Kozacka
Union President



Rick Sawyer
Town Manager

APPENDIX A – WAGE RANGES

WAGE SCALE - 2023								
	Entry	1	2	3	4	5	6	Max
Percentage		4.0%	4.0%	4.0%	3.0%	3.0%	1.0%	1.0%
FF - Basic	\$ 23.00	\$ 23.92	\$ 24.88	\$ 25.87	\$ 26.65	\$ 27.45	\$ 27.72	\$ 28.00
FF - Advanced	\$ 24.00	\$ 24.96	\$ 25.96	\$ 27.00	\$ 27.81	\$ 28.64	\$ 28.93	\$ 29.22
FF - Paramedic	\$ 26.00	\$ 27.04	\$ 28.12	\$ 29.25	\$ 30.12	\$ 31.03	\$ 31.34	\$ 31.65
WAGE SCALE - 2024								
	Entry	1	2	3	4	5	6	Max
Percentage		4.0%	4.0%	4.0%	3.0%	3.0%	1.0%	1.0%
FF - Basic	\$ 23.46	\$ 24.40	\$ 25.37	\$ 26.39	\$ 27.18	\$ 28.00	\$ 28.28	\$ 28.56
FF - Advanced	\$ 24.48	\$ 25.46	\$ 26.48	\$ 27.54	\$ 28.36	\$ 29.21	\$ 29.51	\$ 29.80
FF - Paramedic	\$ 26.52	\$ 27.58	\$ 28.68	\$ 29.83	\$ 30.73	\$ 31.65	\$ 31.96	\$ 32.28
WAGE SCALE - 2025								
	Entry	1	2	3	4	5	6	Max
Percentage		4.0%	4.0%	4.0%	3.0%	3.0%	1.0%	1.0%
FF - Basic	\$ 23.93	\$ 24.89	\$ 25.88	\$ 26.92	\$ 27.72	\$ 28.56	\$ 28.84	\$ 29.13
FF - Advanced	\$ 24.97	\$ 25.97	\$ 27.01	\$ 28.09	\$ 28.93	\$ 29.80	\$ 30.10	\$ 30.40
FF - Paramedic	\$ 27.05	\$ 28.13	\$ 29.26	\$ 30.43	\$ 31.34	\$ 32.28	\$ 32.60	\$ 32.93

APPENDIX A – WAGE RANGES

WAGE SCALE - LT - 2023								
	Entry	1	2	3	4	5	6	Max
Percentage		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
LT - A	\$ 29.50	\$ 30.24	\$ 30.99	\$ 31.77	\$ 32.56	\$ 33.38	\$ 34.21	\$ 35.07
LT - P	\$ 31.75	\$ 32.54	\$ 33.36	\$ 34.19	\$ 35.05	\$ 35.92	\$ 36.82	\$ 37.74

WAGE SCALE - LT - 2024								
	Entry	1	2	3	4	5	6	Max
Percentage		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
LT - A	\$ 30.09	\$ 30.84	\$ 31.61	\$ 32.40	\$ 33.21	\$ 34.04	\$ 34.90	\$ 35.77
LT - P	\$ 32.39	\$ 33.19	\$ 34.02	\$ 34.88	\$ 35.75	\$ 36.64	\$ 37.56	\$ 38.50

WAGE SCALE - LT - 2025								
	Entry	1	2	3	4	5	6	Max
Percentage		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
LT - A	\$ 30.69	\$ 31.46	\$ 32.25	\$ 33.05	\$ 33.88	\$ 34.72	\$ 35.59	\$ 36.48
LT - P	\$ 33.03	\$ 33.86	\$ 34.70	\$ 35.57	\$ 36.46	\$ 37.37	\$ 38.31	\$ 39.27

FIRE INSPECTOR WAGE SCALE								
	Entry	1	2	3	4	5	6	MAX
2023	\$ 26.19	\$ 26.98	\$ 27.78	\$ 28.62	\$ 29.48	\$ 30.36	\$ 31.27	\$ 32.21
2024	\$ 26.71	\$ 27.52	\$ 28.34	\$ 29.19	\$ 30.07	\$ 30.97	\$ 31.90	\$ 32.85
2025	\$ 27.25	\$ 28.07	\$ 28.91	\$ 29.77	\$ 30.67	\$ 31.59	\$ 32.54	\$ 33.51

APPENDIX B – February 12, 2023 Placement

		1/1-2/11 2023		2023 Placement 2-12-2023		
		WAGE		WAGE		
Snow	FFP	10	\$30.72	MAX	\$	31.65
Cresswell	FFA	10	\$28.80	MAX	\$	29.22
Marden	FFA	8	\$27.05	MAX	\$	29.22
Ducharme	FFA	6	\$25.38	6	\$	28.93
Fahey	FFA	5	\$24.60	6	\$	28.93
Davenport	FFP	5	\$26.24	5	\$	31.03
Houde	FFA	5	\$24.60	5	\$	28.64
Tierney	FFP	4	\$25.42	4	\$	30.12
Nutter	FFA	4	\$23.84	4	\$	27.81
Kozacka	FFP	4	\$25.42	4	\$	30.12
Culligan	FFP	3	\$24.64	3	\$	29.25
Fitzgerald	FFA	3	\$23.10	3	\$	27.00
Hinds	FFP	2	\$23.87	2	\$	28.12
Vaughn	FFA	2	\$22.38	2	\$	25.96
Clement	FFA	2	\$22.38	2	\$	25.96
Coleman	FFA	1	\$21.68	1	\$	24.96
Lippmeier	FFA	1	\$21.68	1	\$	24.96
Carrier	FFA	1	\$21.68	1	\$	24.96
Surprenant	FFP	1	\$23.14	1	\$	27.04
Jimenez	FFA	1	\$21.68	1	\$	24.96
Okoniewski	FFA	1	\$21.68	1	\$	24.96
Stamoulis	FFA	1	\$21.68	1	\$	24.96
Vacant	FFP	E	\$22.42	E	\$	26.00
Vacant	FFP	E	\$22.42	E	\$	26.00
Bouchard	FFA	E	\$21.02	E	\$	24.00
Durocher	FFA	E	\$21.02	E	\$	24.00
Smedick	FFI	9	\$32.13	MAX	\$	32.21
Dubowik	LTA	6	\$32.08	6	\$	34.21
Parent	LTP	2	\$30.34	2	\$	33.36
Sherwood	LTP	2	\$30.34	2	\$	33.36
Fecteau	LTA	1	\$28.15	1	\$	30.24

APPENDIX C
“2 ON/2 OFF SHIFT” MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the Town of Bedford (“Town”) and the Bedford Professional Firefighters Association, Local 3639, IAFF, AFL-CIO, CLC (“Union”) (collectively, the “Parties”).


WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement (“CBA”) for the period January 1, 2023 through December 31, 2025;

WHEREAS, Article XXII of the CBA provides in part that “employees other than the Fire Inspector and Day Firefighter, shall continue to work 24 hour schedules consisting of one 24 hour tour on followed by 72 hours off as repeating cycle . . .”; and

WHEREAS, the Town seeks to create two new positions with an alternative schedule.

NOW, THEREFORE, the Parties agree as follows:

1. The following agree that notwithstanding the language of Article XXII- HOURS OF WORK AND OVERTIME:
The Town may establish up to two Firefighter positions that are regularly scheduled to work two consecutive shifts of 07:00-19:00 followed by two full days off (referred to herein as the “2 on/2 off shift”). This rotation will be continuous. Employees assigned to the 2 on/2 off shift shall be subject to all other obligations, terms, and benefits in this Agreement. Any member working a 24 hour schedule may request a transfer to an available 2 on/2 off shift. Additionally, any member working a 24 hour schedule may request a transfer to an available 2 on/2 off shift due to hardship. Any member assigned to the 2 on/2 off shift may request a transfer to an available 24 hour schedule. Any current employee will not be involuntarily assigned to this schedule. In the event a 24hr vacancy is available, it will be offered to the most senior member working the 2on/2off schedule first and then in descending seniority. In the event a member must be moved from a 24hr schedule back to a 2 on / 2 off; if they are working the schedule of a temporary vacancy, they move back when the employee they are covering returns to work. (Example: if a member is out for 4 months for an injury, when they return to work the person covering that 24hr schedule returns to days.) In all other cases a "last in, first out" method will be used.
2. The parties agree that this agreement is reached based upon unique circumstances and does not create a past practice.
3. The parties will meet quarterly to discuss any possible unintended consequences or negative impacts of this agreement.
4. The parties agree that they are authorized to enter into this agreement.
5. This MOU shall expire and shall be of no further force and effect on December 31, 2025, unless extended by mutual agreement of the parties. The incumbent employees shall be reassigned to one of the four (4) shifts that currently exists and the “2 on 2 off shift” shall be eliminated unless mutual agreement is reached.


Town of Bedford

Dated: 4-10-2023


Bedford Professional Firefighters Association

Dated: 4-10-23