

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

Effective Dates:  
January 1, 2009 – December 31, 2011

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

ARTICLE I- AGREEMENT

This Agreement is entered into this 11<sup>th</sup> day of February 2009 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

1. 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
- Firefighter
- Building /Health Code Inspector
- Fire Inspector

2. The term “employee” as used herein refers to the persons in the classifications listed above who are covered by the collective bargaining Agreement.
3. Probationary employees are excluded until the completion of their probationary period. The Town reserves the right to extend the minimum six month probationary review period up to an additional six months, but the employee shall be notified in writing of any such extension before the expiration of his fifth month of employment.

ARTICLE IV-EXCLUSIONS

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

- Chief
- Deputy Chief
- Captain
- Confidential Secretary
- Building/ Health Code Official

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 will require 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 employee, 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, 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 Convention; biennially;
  - b. New Hampshire State Labor Council Convention; one per year;
  - c. New Hampshire State Firefighters Association; six per year, one (1) representative released for meeting time and reasonable travel time.
2. Ten (10) days 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 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

### Purpose

To establish the guidelines for Full-Time testing. To include Eligibility, Examination, Selection and Point systems.

#### 1. Eligibility

##### 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 firefighting experience with a fire department, any combination of:
  - a. Full-Time equals actual time worked.
  - b. Part-time or call; three (3) years equals one (1) year full time.
  - c. Must have the following qualifications:
    1. Firefighter Level III or FF3
    2. Emergency Medical Technician – Intermediate or greater
    3. Driver Operator of all Department vehicles

#### 2. Examination

The following shall be the process for Full-Time Examination.

##### A. Process will consist of three phases:

1. Written examination provided and proctored by Fire Standards and Training at the NH Fire Academy.
2. Four (4) member oral board minimum:
  - a. One (1) Board Member will be a Bedford department member who will not ask questions, but will ensure that candidates are asked the same questions.
  - b. All other Board Members will hold the rank equal or above the position being tested.
3. Assessment center testing process either classroom style or practical exercise at a training acquired structure or facility.

##### B. Candidates must complete each examination phase with a score of 75% (seventy-five percent) or higher to be considered for the next testing phase.

C. Candidates must complete the examination process with a total score of 75% (seventy-five percent) or higher to be considered for the position.

D. Phase Evaluation

- |                                  |     |
|----------------------------------|-----|
| 1. State Written Examination     | 40% |
| 2. Oral Examination              | 40% |
| 3. Assessment Center Examination | 20% |

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.

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 establish at that time a different cut-off point 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. An unsuccessful probationary period does not guarantee a reassignment to original position.

4. Point System

A. .50 points for each completed year of Bedford Fire Department Full-Time/Call service.

B. .35 points for each completed year of any other fire department Full-Time/Call service.

C. .25 points for an Associates Degree

D. .35 points for a Bachelors Degree

- E. .10 points each for certification of (points shall be cumulative):
  - 1. EMT-I
  - 2. EMT-P
  - 3. Fire Officer I & II
  - 4. Hazmat Technician
  - 5. Rescue System I
  - 6. Fire Inspector I
  - 7. Swift Water Technician
  
- 5. Other
  - A. Consideration of previous supervisory experience shall be determined at the time of application review in determining the applicant's minimum qualifications for testing.
  
  - B. Study materials for the State Written and Ability Exams are accessible through Fire Standards & Training 60 days in advance of the scheduled testing date.

#### ARTICLE XIII – 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 XIV – GRIEVANCE PROCEDURE

##### 1. Definition

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 with the Fire Chief within three weeks from the date the Union knew or should have known of the facts upon which form the basis of the grievance. Within two weeks, the Fire Chief shall meet with the employee and a union representative and issue a decision in writing within one week 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 one week 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.
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. In any sentence used herein, week shall mean seven calendar days.

## ARTICLE XV – LAYOFF RECALL

1. Layoff: Should the Town contemplate a lay off of employees, the Town agrees to the following steps and procedures:
  - a. At 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 lay off 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 hours times that employee's 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 XVI – SENIORITY LIST

- 1. The Chief 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. All newly hired employees shall serve a probationary period of not less that six (6) months nor more than one year. Probationary employees shall have no rights based on seniority, and the discharge or lay off of a probationary employee will not be subject to the grievance procedure. Probationary employees shall, however, insofar as applicable, be subject to all other clauses of this Agreement. All employees who have completed their probationary period shall be known as regular employees and the probationary period shall be credited as part of the employee's seniority. Temporary full time employees becoming full time employees will have their service time applied to seniority. If that time is six (6) to twelve (12) months that will apply to the probation period.

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 XVII – HOLIDAY PAY

1. 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 Building/Health Code Inspector who shall receive a paid day off.

New Year's Day  
President's Day  
Civil Right's 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.

2. 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.
3. Employees shall receive one personal day for a full 10 hour shift at straight pay. Employees shall provide at least twenty-four hours notice for use of the personal day.
4. Unused personal days shall not be carried forward and shall not be paid.

#### ARTICLE XVIII – CLOTHING ALLOWANCE

1. The Town agrees to allow for each employee six hundred and fifty (\$650) dollars for years 2009, 2010 and 2011 for the purchase of uniform articles as authorized by the Chief or his designee.
2. A clothing allowance check will be issued to each member in the amount of one hundred fifty (\$150) dollars payable in the first pay period in April. The remaining \$500 will be held on account for pre-authorized vendors on file with the Town.
3. The Town shall provide the following NFPA compliant protective clothing to each employee of the Department covered by this Agreement.

One helmet 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 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 station wear items only below the current Department logo on the left chest.
6. When any member of the Department covered by this Article terminates his or her employment during the year for any reason, the percentage of the contract year worked shall be multiplied by the allowance expended to date. Should amounts actually paid to or on behalf of said member exceed the result of multiplying the said percentage by such amount, the difference between each sum shall be deducted from the final pay for said member. Appropriate forms authorizing said deduction shall be executed by each member subject to this provision. If said final pay should be less than the amount due, the member shall immediately reimburse the Town all sums owing under this paragraph.
7. If a member overspends their clothing allowance, the member shall repay the overspent amount within 30 days.

#### ARTICLE XIX – BEREAVEMENT LEAVE

1. An employee, upon application, will be given three (3) consecutive shifts following the death in question, as leave of absence with full pay when a death occurs in the immediate family of the employee. Members of the immediate family are as follows: wife, husband, civil union partner, 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 word "bereavement" means "a death occurring in the immediate family of an employee."
2. Employees shall also be given one (1) shift off for the funeral of an aunt, uncle, or a grandparent-in-law.
3. Refer to Appendix B for details regarding the use of bereavement leave during the 24 hour shift implementation trial.

#### ARTICLE XX – SICK LEAVE

Employees covered by this Agreement shall accrue sick leave, and receive payment of unused balance of sick leave upon voluntary quit, or retirement according to the schedule below. 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 employee participates:

<b>Sick Leave Accrual</b>		
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
<b>Sick Leave Payout</b>		
Years of Service	\$ or % on Voluntary Quit *	\$ or % on Retirement*
0 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%
* which ever is the lesser amount.		

In the event that an employee covered by this agreement utilizes a day shift, it shall be deducted from his/her accumulated sick leave, at a rate of 8.75 hours for a full shift. In the event that an employee utilizes a night time shift, an amount of 12.25 hours will be deducted from his/her accrued sick leave. In the event that the Building or Fire Inspector utilizes a sick day, it shall be deducted from his/her accumulated sick leave at a rate of 8 hours. The monthly accrual rate for the Building and Fire Inspectors shall be 8 hours per month. The maximum accruals stated above shall apply to all unit members.

In the event that a members current accrued balances as of the signing of this contract exceed the maximums stated above, the member shall maintain those balances and shall not accrue additional sick leave until such time as their balance drops below the state maximums.

Refer to Appendix B for details regarding the use of sick leave and the hours charged against the member's accrual thereon during the 24 hour shift implementation trial.

**ARTICLE XXI – VACATION**

- Employee covered by this Agreement shall accrue vacation time according to the following schedule:

<u>Years of Service</u>	<u>Month</u>	<u>Year</u>
0 to 5 years	7 hrs	84 hrs

6 to 10 years	10.5 hrs	126 hrs
11 to 15 years	14 hrs	168 hrs
16 or more years	17 hrs	204 hrs

2. Employees covered by this 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 20<sup>th</sup> year.
3. Employees shall be paid for all unused vacation days in the event of termination for any reason. Such unused vacation days shall be paid at the rate in effect at the time they were earned.
4. Employees that are covered by this Agreement will provide at least two (2) weeks notice for vacation requests.
5. The Town may allow up to 4 members to be on vacation, comp time or educational leave at any given time provided that the request for such paid leave is received no later than February 15<sup>th</sup> for each ensuing year. Requests received by February 15<sup>th</sup> will be granted in order of seniority (years of service with the Town, not necessarily years of service in rank). Any additional requests for paid leave received after February 15<sup>th</sup> shall be limited to 3 members at any one time. If one additional member requests the use of paid leave, it may be granted at the Chief's discretion.

For contract year 2009, members shall have 6 weeks from the contract signing to submit their vacation requests for 2009.

6. In the event that an employee covered by this agreement utilizes a day shift, it shall be deducted from his/her accumulated vacation leave, at a rate of 8.75 hours for a full shift. In the event that an employee utilizes a night time shift, an amount of 12.25 hours will be deducted from his/her accrued vacation leave. In the event the Building or Fire Inspector utilizes a shift, then 8 hours will be deducted from his/her accrued vacation leave. The monthly accrual rate for the Building and Fire Inspectors shall be 8 hours per month. The maximum accruals stated above shall apply to all unit members.
7. Refer to Appendix B for details regarding the use of vacation and the hours charged against the member's accrual thereon during the 24 hour shift implementation trial.

#### ARTICLE XXII – MILITARY LEAVE

The Town will compensate employees called to active duty service with the United States Armed Forces for annual training duty 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. Such payment shall be made upon receipt of satisfactory evidence of the amount of pay received for military service. This provision shall not be interpreted to include weekend drill duty.

### ARTICLE XXIII – JURY DUTY

The Town will compensate employees called to jury duty the difference between the pay received for jury duty and the amount of straight time earnings lost by reason of such service, based upon the employee's regular straight time rate. Such payment shall be made upon receipt of satisfactory evidence of the amount of pay received for jury duty.

### ARTICLE XXIV – COMPENSATORY TIME

1. Compensatory time shall accrue at an hour and one-half per hour worked.
2. Each unit member may accrue compensatory time, at the discretion of the member, however the 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.
3. A unit member may request the use of accrued compensatory time at any time provided there is a 24 hour notice to the Town for fourteen hours or less. Anything more than 14 hours requires 2 weeks notice.
4. 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.

### ARTICLE XXV - 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 XXVI – OVERTIME

1. Any person covered by this Agreement, except the Building/Health Code Inspector, required to work more than an average of forty-two (42) hours per week over an eight (8) week cycle shall be compensated at a rate of one and one-half (1 ½) times the following rate. The rate shall be calculated by the following formula, annual salary +educational incentives divided by fifty-two (52) weeks divided by forty-two (42) hours multiplied by one and one-half (1 ½). Overtime shall be paid for actual time worked above and beyond his/her normal work shift. Paid absences, excluding sick leave, shall be counted in

determining whether or not an employee has worked more than an average of forty-two (42) hours per week over an eight (8) week cycle.

2. In addition to the normal shift schedule, the Department may have a designated floating shift. This floating shift will be staffed by the least senior shift qualified individual unit member. The designation of the floating shift will be made with at least an 8 week cycle notice, except in emergency circumstances. The individual unit member shall work an average of 42 hours over the 8 week cycle.
3. All off-duty Town approved or mandated training, including medical training will be compensated at the employee's overtime rate hour for hour, set forth in Section 1 above. A unit member may choose to accrue compensatory time at their option in lieu of overtime payment.
4. Extra shifts may be canceled with no less than twelve (12) hours notification to the employee.
5. A volunteer for overtime shall be sought from the list of full time union members. In the event this list is completely exhausted, the Town may offer this overtime to other members of the Department. In the event that there are no other resources to cover a shift, the Town may require the outgoing shift to cover one-half of the oncoming shift and the next oncoming shift to cover one-half of the shift. The individual who volunteers to accept the overtime may, in their sole discretion, opt to take the full shift as opposed to half of the shift. In the event that the most senior firefighter or lieutenant do not wish to obtain the overtime, the Chief or his/her designee shall mandate the overtime to the least senior member qualified to fill the position (ie: paramedic, all vehicle driver, officer, etc.) If a member is mandated to work, he/she shall not be moved on the overtime list. In the event that the lieutenant works in lieu of a firefighter, he will be paid one and one-half times the highest firefighter rate for said overtime. The parties agree to cooperate to attempt to maintain an officer or officer qualified individual on each shift.
6. The work schedule for the Building/Health Code Inspector will be forty (40) hours per week. Hours in excess of that normal schedule will be paid at the overtime rate of 1.5 times the hourly rate. The building Inspectors normal work schedule will be 8:00 am-4:30 pm. The work period is defined as a five day week, Monday through Friday.

#### ARTICLE XXVII - 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 fifteen (15) working 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 XXVIII - WAGES

- 1. Effective January 1, 2009, employees shall be compensated according to the positions they employee holds, within minimum and maximum rates of pay in each year of the Agreement as shown in Appendix A.
- 2. The employees will receive merit increases in wages ranging from 0% to 6% during the term of this collective bargaining agreement pursuant to the evaluation process. Employees receiving an average evaluation shall receive an increase of 4%. Employees may grieve the lack of a merit pay increase and/or below average evaluation under Article XW of this agreement.
- 3. All employees shall be evaluated during the months of November and December 2009 and 2010 and any wage increases resulting from such evaluation shall become effective the following January 1<sup>st</sup>.
- 4. In the event that a bargaining unit member is hired, re-hired or promoted on or after October 1<sup>st</sup> of any given year, then such member shall not be eligible for a merit wage adjustment for the ensuing year.
- 5. Beginning January 1, 2010 and continuing in 2011, the wage floors and ceilings identified in Appendix A shall be adjusted by the Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W) for the Boston-Brockton-Nashua SMSA, as provided by the US Department of Labor, Bureau of Labor Statistics (BLS), Boston, MA Regional Office. Such CPI-W used to establish the adjusted wage ranges shall be the figure reported by BLS for the preceding twelve month period ending December 31<sup>st</sup>. In no event shall the adjustment to the wage range ceiling be less than two percent (2%) nor greater than four percent (4%).

6. Longevity: In addition to all other applicable compensation, otherwise provided for in this Agreement, all bargaining unit employees 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 employee's employment anniversary date.

ARTICLE XXIX - EDUCATIONAL INCENTIVES

1. 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.

The following certification levels are as follows:

Hazmat Technician	\$450
E.V.T.	450
Instructor	450
Building Code Inspector	250
Electrical Code Inspector	250
Mechanical Code Inspector	250
Plumbing Code Inspector	250
Certified Building Official	500

These bonuses will be considered cumulative.

The following schedules shall apply to extra compensation to any member of the unit for educational or experience attainment.

- a. Five hundred dollars (\$500.00) per year for an Associates Degree in a job related field.
- b. One thousand dollars (\$1,000.00) per year for a Bachelors Degree.
- c. One thousand five hundred dollars (\$1,500.00) per year for a Masters 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.

1. 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. 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 1<sup>st</sup> 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.

2. All individuals not enrolled in a course of study leading to an Associate's Degree, a Bachelor's Degree, or Master's Degree on October 23, 2001, shall be required to demonstrate that the course of study is job related to their employment with the Town of Bedford.
3. 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 who wish to pursue such educational opportunities to the extent that such flexibility does not inhibit the ability of the department to fulfill it's mission. The Union agrees that flexibility in schedules which requires the changing of the shift to be worked by another employee shall not be required without prior agreement of that employee. Scheduling flexibility under this section shall be accompanied by a written explanation of any negative impact upon the operation of the department, as so requested by the employee seeking the educational opportunity.
4. 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.

#### ARTICLE XXX - INSURANCE

The following changes to the existing insurance benefit shall take effect during the first pay period following the ratification of this contract:

##### a. Co-Payments

Effective the first of the month following ratification of this Agreement, the co-payment structure for the three health insurance plans shall be as follows:

1. Matthew Thornton HMA: office co-payments will increase from \$5 to \$10; prescription drug benefit co-payments will increase from \$3/\$15/M\$1 to \$10/\$20/M\$30
2. Comp 100: the prescription drug benefit co-payments will increase from \$3/\$15/M\$1 to \$10/\$20/M\$30
3. Blue Choice: office co-payments will increase from \$5 to \$10; prescription drug benefit co-payments will increase from \$3/\$15/M\$1 to \$10/\$20/M\$30

##### b. Contribution Rates

Effective the first of the pay period following ratification of this Agreement, the member contribution rates for the three insurance plans shall be as follows:

1. Matthew Thornton HMO: five percent (5%) for all coverage levels (S, 2, F)
2. Comp 100: ten percent (10%) for all coverage levels (S, 2, F)

3. 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, 2011, then the actual dollar contribution being made by bargaining unit members towards the monthly cost of their health insurance premium shall be frozen at that amount then being paid by the member on December 31, 2011, 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, 2011, 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.

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.

d. Buy-Out Option

The Town will pay \$1,500 to any employee who elects not to have coverage under the Town's health insurance and provides proof of health insurance through another plan, which shall vest upon hiring, but shall not be paid until the employee completes probation. Employees must be employed January 1<sup>st</sup> to be eligible for this benefit.

Employees who select the buyout option must do so by December 1<sup>st</sup> of any year, or during the open enrollment period for health insurance as established by the provider. 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. If such election is made, the employee shall be responsible to reimburse the Town for a pro-rata share of the consideration received. In no event shall repayment extend beyond the calendar year in question.

e. 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.

f. 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.

ARTICLE XXXI - DENTAL COVERAGE

The Town shall provide full coverage for the employee, spouse and family under the Delta Dental option offered as of the execution of this agreement or another comparable plan(s). Unit members shall cost share 10% of their policy premium.

ARTICLE XXXII – LIFE INSURANCE

All full-time members of the bargaining unit 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 XXXIII - SICK LEAVE BANK

The Town agrees to offer employees a “sick leave bank” in lieu of short term/long term disability insurance. The Town will allow employees town wide to donate accrued sick time to an employee on an extended leave of absence. The employee will not be required to repay the donated sick leave.

ARTICLE XXXIV - WORKERS COMPENSATION

All employees under this agreement shall be covered by workers’ compensation. When an employee is absent of duty, as a result of personal injury or illness arising from the course of his employment, the employee shall be allowed to use his or her accumulated sick leave, annual leave or any other leave in order that the employee shall receive his or her full weekly pay.

ARTICLE XXXV- INDEMNIFICATION

The Employer agrees to indemnify any employee with respect to any claims, settlements, 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 XXXVI - SHIFT EXCHANGES

### Exchange of Days Off

1. Unit members of the Department may request an exchange of shift with another employee by following the following procedure:
  - A. The employee requesting the exchange shall fill out a swap time slip properly and have it signed by the shift officer of the day.
  - 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 overtime provision of this agreement.

## ARTICLE XXXVII - CALL BACKS

1. 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.
2. In all situations in which an employee is required to work beyond his regular hours of work, with the exception of mandatory or voluntary overtime pursuant to Article XXVI, after regular tour of duty (hold over) the employee shall be compensated as follows:

1 - 15 minutes	½ hrs pay, overtime rate
16-30 minutes	1 hrs pay, overtime rate

31 minutes on

2 hrs pay, overtime or actual hrs worked,  
whichever is greater

#### ARTICLE XXXVIII - PRIVATE DETAILS

1. Effective with the signing of this Agreement, the rate of pay for all private details shall be the member's overtime rate or thirty-four dollars (\$34.00) per hour, whichever is greater, to a maximum of forty-two dollars (\$42.00) per hour. During subsequent years of the Agreement, the rates shall increase by one dollar (\$1.00) per hour (\$35.00/\$43.00, \$36.00/\$44.00, etc). 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) hours notice or one (1) hours notice if cancellation is weather related.
2. The overtime list will be utilized to fill details, with Chiefs and Captains included on the first call. If a detail is less than 4 hours in length, the member shall not be moved on the list. If the list is completely exhausted, call members are eligible to staff the detail.
3. Details occasionally may be specific in their requirements (ie: paramedic, officer, etc.). Therefore, the detail will be filled from that group if possible, using the OT list.
4. 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.
5. 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 XXXVIX - FAMILY AND MEDICAL LEAVE

1. Family and Medical Leave without pay shall be authorized according to the FMLA and for a period not to exceed twelve weeks in a twelve month period.
2. The Fire Chief may, at his discretion, grant an extension of unpaid leave for purposes cited above or may grant unpaid leave for other purposes for a period not to exceed one year. The decision of the Chief as to the approval, denial, or extension of leaves of absence shall not be subject to the grievance procedure.
3. At the beginning of leaves other than Military Leave, any accrued sick or vacation time must be taken at the beginning of the term of the leave.
4. For leaves of absence in excess of twelve (12) weeks, vacation leave, and sick leave as well as holiday pay, clothing allowance, and educational incentive benefits shall cease at the beginning of the thirteenth week unless otherwise required under law or regulation.

5. The Town will continue paying its portion of insurance benefits during the twelve weeks of a FMLA or military leave of absence. Employees on leave of absence for other reasons may maintain their various insurance benefits by paying the applicable premium(s) to the Town.

ARTICLE XXXX - 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.

ARTICLE XXXXI - 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 XXXXII – HOURS OF WORK

The implementation of 24 hour shifts, as detailed in Appendix B, shall take effect on March 1, 2009.

ARTICLE XXXXIII - DURATION OF AGREEMENT

This agreement shall be in full force and effect for January 1, 2009 through December 31, 2011. 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 \_\_\_\_\_<sup>th</sup> day of February 2009.

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

BEDFORD TOWN COUNCIL:

\_\_\_\_\_  
Jonathan Snow  
Union Representative

\_\_\_\_\_  
Russell R. Marcoux  
Bedford Town Manager

\_\_\_\_\_  
Stephen Bateman  
Union Representative

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John Leary  
Union Representative

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Wayne Moore  
Union Representative

## Appendix A – Wage Scales

Position	2009	
	Base	Top
Firefighter (based on average)		
<i>hourly</i>	17.07	21.82
<i>weekly</i>	717.14	916.35
<i>annual</i>	37,291.36	47,650.08
Firefighter EMT-I (based on average)		
<i>hourly</i>	17.50	24.26
<i>weekly</i>	735.13	1,018.74
<i>annual</i>	38,226.99	52,974.23
Firefighter EMT-P (top based on 75%)		
<i>hourly</i>	18.96	24.94
<i>weekly</i>	796.40	1,047.44
<i>annual</i>	41,412.57	54,466.78
Lieutenant EMT-I (based on average)		
<i>hourly</i>	23.16	30.14
<i>weekly</i>	972.90	1,265.92
<i>annual</i>	50,590.61	65,827.94
Lieutenant EMT-P (top based on 75%)		
<i>hourly</i>	24.17	31.79
<i>weekly</i>	1,015.31	1,335.32
<i>annual</i>	52,796.02	69,436.79
Building Inspector (based on average)		
<i>hourly</i>	20.98	27.60
<i>weekly</i>	839.26	1,104.05
<i>annual</i>	43,641.31	57,410.50
Fire Inspector (based on average)		
<i>hourly</i>	20.17	26.12
<i>weekly</i>	806.62	1,044.89
<i>annual</i>	41,944.03	54,334.18

The wage range floors and ceilings shall be adjusted by the CPI-W for 2010 and 2011 as detailed in Article XXVIII, paragraph 6.

## **Appendix B – 24 Hour Shifts**

### **Hours of work:**

The normal workweek for firefighters and fire Lieutenants will be 42 hours based on an eight (8) week cycle as is the standard procedure at this time. The trial period for the 24 hour shift schedule will be done over the course of one (1) year beginning on March 1, 2009. The trial period will consist of two (2) varying work schedules, each trialed for approximately six (6) months.

The first trial period will begin on March 1, 2009 and the individual work schedule (**rotation**) will consist of working 24 hours (1 day) on duty, followed by 48 hours (2 days) of rest, then working 24 hours (1 day) on duty, followed by 96 hours (4 days) of rest.

The second trial period will begin on September 6, 2009 and the individual work schedule will consist of working 24 hours (1 day) on duty, followed by 72 hours (3 days) of rest.

Each 24 hour work period will be called a **tour**. Each tour will be further broken down into two **units**: 12 hour work day and 12 hour work night. This breakdown will serve to ease in the filling of shift vacancies. It shall take two (2) units to make a 24 hour tour.

The 24 hour shifts will have a start time of 0700 lasting for 24 hours, ending at 0700 the following day. Each unit of a tour will be divided as followed: Day unit (0700-1900) and Night unit (1900-0700)

The current day-time firefighter will continue to work four (4) days on duty followed by four (4) days off duty. The arrangement of specific days will be determined by the Fire Chief or his designee.

The Fire and Building Inspectors shall continue to work regular hours as assigned by the Chief.

### **Use of Vacation, Compensatory, or Educational time:**

The Town may allow up to four (4) members to be on vacation, compensatory time or educational leave at any given time period provided that the request for such paid leave is received no later than February 15<sup>th</sup> for each ensuing year. Requests received by February 15<sup>th</sup> will be granted in order of seniority (years of service with the Town, not necessarily the years of service in rank). Any additional requests for paid leave received after February 15<sup>th</sup> shall be limited to three (3) members at any one time. If one (1) additional member requests the use of paid leave, it may be granted at the Chief's discretion.

For contract year 2009, members shall have six (6) weeks from the contract signing to submit for their vacation requests for 2009.

Members utilizing vacation or compensatory time have the option of taking the entire **tour** off, or any single **unit** thereof. Members may also take shorter periods of time off using vacation or compensatory time consistent with current accepted practices as agreed in the CBA.

Educational time off will be broken down into smaller units for more effective time management. The Educational units will be broken down into 4, 8, or 12 hours blocks based on the program, time, and travel requirements.

### **Use of Sick time:**

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

1. Whereas a member has to leave work to care for a sick child or member of the employee's immediate family.
2. Any illness that arises during the tour, preventing the employee on duty from completing the remainder of the tour.
3. 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.
4. Others reasons as deemed appropriate by the Fire Chief or his designee.

In accordance to accepted language in the CBA, an employee utilizing sick time will be deducted sick time as currently practiced to cover the missed time from work. In the event an employee covered by this agreement uses sick time for a tour, 21 hours will be deducted from their sick leave accrual. Any employee that has to leave work under specific sick time circumstances as covered in the aforementioned four (4) circumstances will have whatever the remaining time needed to complete their tour deducted from the sick time accrual for that employee.

If the Building Inspector uses a sick day, 8 hours shall be deducted from their sick leave accrual. If the Fire Inspector uses a sick day, 8 hours shall be deducted from their sick leave accrual, and 2 hours of either compensatory or vacation time will be used to make up the difference.

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.

### **Use of Bereavement time:**

1. An employee, upon application, will be given three (3) consecutive units off following the death in question, as leave of absence with full pay when a death occurs in the immediate family of the employee. Members of the immediate family are as follows: wife, husband, civil union partner, 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 word “bereavement” means “a death occurring in the immediate family of an employee.”
2. Employees shall also be given one (1) unit off for the funeral of an aunt, uncle, or grandparent-in-law.

At the employee’s option, he or she may take one additional consecutive unit off using vacation or compensatory leave without the requisite 2 week notice.

**Personal day:**

Each member will be given one (1) ten hour unit off per calendar year as a personal day to be used at their discretion with at least twenty-four (24) hours notification and requesting procedures followed. The personal day will be used for ten (10) consecutive hours off and cannot be broken down into smaller units.

If the Fire Inspector uses a personal day, 8 hours shall be granted, and 2 hours of either compensatory or vacation time will be used to make up the difference.

**Overtime:**

When vacancies occur that require filling to meet 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.

In the event that this list is completely exhausted, the town may offer this overtime to other members of the department. In the event that there are not other resources available to cover the vacated shift, the town may utilize the following mandatory program:

1. 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 overtime may, at their sole discretion, opt to take the full shift as opposed to the first of second unit. By seniority and qualification, if not member of the group accepts the overtime; the least senior qualified member shall be mandated to stay. The member of the off going group who is mandated to stay, may, at their sole discretion, opt to take the entire tour.

2. 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 member who voluntarily obtains an overtime shift lasting more than four (4) hours, to include details will be moved on the overtime list. Any member, who is mandated to cover any shift vacancy, will not be moved on the overtime list.

The maximum number of consecutive hours that an employee can be held over will be forty-eight (48) hours.

**Requesting time off:**

All rules, regulations, and methods for requesting time off through all approved means will remain unchanged.

**Implementation:**

The implementation of 24 hour shifts, as detailed in this Appendix (B), shall take effect on March 1, 2009. The schedules shall continue in full force and effect for a trial period of one (1) year. After the one (1) year trial period, either the Union or the Town may terminate the 24 hour agreement for any reason. Any notice of desire to terminate, by either party, must be provided in writing to the other parties no later than eight (8) weeks prior to the expiration of the trial period.

In the event that both parties agree to continue the modified work schedule of 24 hour shifts after the one year trial period, the agreement shall be reduced to writing and signed by the parties to be binding.

The Town of Bedford and IAFF Local 3639 agree that the intent of this modified work schedule and agreement in regards to the addition of 24 hour shifts, is not to increase or decrease current benefits. It is solely a readjustment of the current forty-two (42) hour workweek.