

AGREEMENT

between the

**EXETER PROFESSIONAL
FIREFIGHTERS' ASSOCIATION,
LOCAL 3491**

and the

TOWN OF EXETER, NH

July 1, 2022 - June 30, 2025

AN AGREEMENT between the EXETER PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 3491, hereinafter referred to as the "Association" and the TOWN OF EXETER, hereinafter referred to as the "Town" and collectively referred to as the "Parties".

ARTICLE 1
Recognition

- 1.1 The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of the Exeter Permanent Firefighters' Association dated September 11, 1978: Firefighters, Lieutenants and Captains.
- 1.2 Reference to the "Association" as exclusive representative of the employees means the Exeter Professional Firefighters' Association and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE 2
Employee Rights and Non-Discrimination

- 2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 2.2 The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.
- 2.3 There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

ARTICLE 3
Probationary Employees

- 3.1 All eligible full-time employees who have satisfactorily completed the probationary period shall become permanent employees and shall become members of the bargaining unit.
- 3.2 No permanent employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.
- 3.3 Notwithstanding any other provision to the contrary, RSA 273-A:1, IX, (d) shall prevail in the definition of probationary employees.

ARTICLE 4
Management Rights

- 4.1 The Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Hampshire and of the United States. All rights which ordinarily vest in and are exercised by public employers which are not specifically relinquished in the Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce or discontinue any rules, regulations or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods of facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.
- 4.2 For the purpose of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

ARTICLE 5
Association Rights

- 5.1 The Association, or committees of the Association, may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.
- 5.2 Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.
- 5.3 The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.
- 5.4 The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such request to not more than once per month.

ARTICLE 6
Dues Checkoff and Fair Share

- 6.1 The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 6.2 The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.

ARTICLE 7
Basic Work Schedule

- 7.1 Any current work schedule change shall be subject to two weeks' notice, except in an emergency.
- 7.2 For pay purposes, the work week shall begin at 0800 on Monday and end at 0759 the following Monday for all employees.
- 7.3 The hours of work for the Exeter Fire Department shall be forty-two (42) hours a week based on a schedule of the following:
 - 7.3.1 Schedule One 24-hour day
 One day off
 One 24-hour day
 Five days off
- 7.4 The employer agrees to authorize a staffing level of not less than five (5) Fire Department Personnel available for response as follows: in FY06, nights (the traditional 14-hour night shift), weekends, and holidays, in FY07, 24 hours per day, 7 days per week.
 - 7.4.1 The employer further agrees that should it become necessary to change that number for reasons of economy, lack of personnel or any other such reason, the employer will discuss the matter with the Association. None of the provisions of Section 7.4, Minimum Manning, shall be grievable under Section 19, Grievance Procedure.

ARTICLE 8
Overtime

- 8.1 Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one-half.
- 8.2 Any person covered by this Agreement shall be required to report for duty when notified. Should such duty constitute work beyond the regular work day or week, compensation shall be at the rate of one and one-half (1½) times the regular rate.
- 8.3 The Parties agree that there shall be no claim for overtime compensation because of part time work in a Town department different from the employee's regular department.
- 8.4 The supervisor shall give as much notice as practicable when overtime will be worked.
- 8.5 Time worked, for the purpose of this Article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.3. Pay status shall mean time worked and paid time off.
- 8.6 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.

ARTICLE 9
Call Backs

- 9.1 In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive pay according to the following rates:
 - 9.1.1 For calls between 12:00 midnight and 6:00 a.m., two (2) hours pay at time and one-half.
 - 9.1.2 For calls between 6:00 a.m. and 12:00 midnight, one (1) hour pay at time and one-half.
 - 9.1.3 The minimum call back shall be one hour. Any portion of succeeding hour(s) that exceed ten (10) minutes will be considered to be a full hour. In the case of an extension of a regular shift due to an alarm (a holdover), employees shall be paid overtime in increments of one-half (1/2) hour.
- 9.2 Time calculations for call back shall begin at the tone-out or dispatch for emergency duty. Termination of time period shall be when an individual is released from duty by the Duty Officer or Officer in Charge.

- 9.2.1 In the event a second alarm comes in while the employee is still in the immediate vicinity of the Public Safety Complex (whether the employee has been dismissed or not dismissed from the first call), the duration of the second call shall be added to the duration of the first, less any time of overlap, to make one continuous call for the purpose of calculating the total time worked.
- 9.3 Mandatory Training call back shall be subject to the provisions of this section.
- 9.4 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

ARTICLE 10
Holidays

- 10.1 The following and any other days designated by the Board of Selectmen or Town Manager are the official holidays for the term of the Agreement:

New Year's Day	Labor Day
Civil Rights Day	Indigenous Peoples Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas

- 10.1.1 Employees covered by this Agreement shall work their shift as scheduled regardless of the occurrence of holidays.
- 10.2 Payment for holidays will be as follows:
- 10.2.1 Each-employee covered by this Agreement will receive in November of each year, in addition to his or her regular pay, an amount that shall be determined by multiplying his or her average hourly pay by an average twelve-hour work shift, and by the number of holidays (listed in 10.1) that have occurred during the employee's term of employment during that current calendar year.
- 10.2.2 Permanent full-time employees who resign during any portion of a calendar or fiscal year, shall be entitled to payment as defined in 10.2.1 for those holidays occurring during the period they were employed.
- 10.3 Employees shall be eligible for holiday pay at the date of employment.

ARTICLE 11
Wage and Salary Administration

11.1 Wages:

11.1.1 Effective the first full pay period in July 2022, a 2% COLA adjustment will be made to the pay scale, a one step increase will be granted to those employees below the top of the pay scale, and a 1% stipend, not added to base, will be paid to those employees at the top of the scale and therefore do not receive a step increase. This stipend payment will be paid during the first full pay period in July.

The starting step will be removed from the FF/AEMT and FF/PARAMEDIC pay scales. (Appendix A).

A Captain pay scale will be created by adding 10% to each step on the Lieutenant pay scale.

Each Lieutenant working as of June 30, 2022, provided they meet the established department promotional standards, will be “slotted” on the Captain pay scale at a step equal to or greater than their step on the current Lieutenant pay scale.

Each Crew Chief working as of June 30, 2022, provided they meet the established department promotional standards, will be “slotted” on the Lieutenant pay scale at a step equal to or greater than their step on the current Firefighter pay scale with the \$1,000 Crew Chief stipend adjustment.

11.1.2 Effective the first full pay period in July 2023, a one step increase will be granted to those employees below the top of the pay scale, and a 1% stipend, not added to base, will be paid to those employees at the top of the scale and therefore do not receive a step increase. This stipend payment will be paid during the first full pay period in July.

The minimum step will be removed from the FF/AEMT and FF/PARAMEDIC pay scales, and the starting step will be removed from the LIEUTENANT pay scale. (Appendix B).

11.1.3 Effective the first full pay period in July 2024, a 2% COLA adjustment will be made to the pay scale, a one step increase will be granted to those employees below the top of the pay scale, and a 1% stipend, not added to base, will be paid to those employees at the top of the scale and therefore do not receive a step increase. This stipend payment will be paid during the first full pay period in July.

The step 1 will be removed from the FF/AEMT, FF/PARAMEDIC, and LIEUTENANT pay scales. (Appendix C).

11.1.4 Certification Incentives - Commencing on July 1, 2022, the department agrees to pay certification incentives for successful completion of approved courses as indicated on the list below:

Fire Instructor I - \$100

Fire Instructor II - \$150

(Maximum Fire Instructor incentive is \$150 – non-cumulative).

Fire Officer I - \$150
Fire Officer II - \$250
(Maximum Fire Officer incentive is \$250 – non-cumulative).

Fire Inspector I - \$100
Fire Inspector II - \$150
(Maximum Fire Inspector incentive is \$150 – non-cumulative).

Driver/Operator Pumping Apparatus - \$100

Driver/Operator Aerial Apparatus - \$100

Fire Investigator - \$250

Hazardous Material Technician - \$250

Technical Rescue Programs

- i. Confined Space Technician - \$250
- ii. Rope Rescue Technician - \$250
- iii. Ice Rescue Technician - \$100
- iv. Swiftwater Technician Level 1 - \$100
- v. Swiftwater Technician Level 2 - \$100
- vi. Trench Rescue Technician - \$250
- vii. Structural Collapse Technician or Rescue Systems I & II - \$250

(A maximum incentive of \$500 from the Technical Rescue Programs list – non-cumulative).

11.1.4.1 Payment for certification incentives shall be bi-weekly. An hourly rate will be determined by dividing the total dollar value of the incentive(s) by 2,184 hours and calculated to 4 decimals, and added to the employee's regular base pay. (eg. $\$700 / 2184 = .3205$ cents per hour). Certification incentives shall not be added to the regular base salary to calculate future cost of living adjustments or step increases.

11.2 **Longevity Pay** – Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

After completion of:

5 th continuous year	\$ 250.00 annually	13 th continuous year	\$ 650.00 annually
6 th continuous year	300.00 annually	14 th continuous year	700.00 annually
7 th continuous year	350.00 annually	15 th continuous year	750.00 annually
8 th continuous year	400.00 annually	16 th continuous year	800.00 annually
9 th continuous year	450.00 annually	17 th continuous year	850.00 annually
10 th continuous year	500.00 annually	18 th continuous year	900.00 annually
11 th continuous year	550.00 annually	19 th continuous year	950.00 annually
12 th continuous year	600.00 annually	20 th continuous year	1,000.00 annually
		25 th continuous year	1,500.00 annually

11.2.1 Full-time employees hired after January 1, 2006 shall not be eligible for longevity pay.

- 11.3 Bi-weekly payroll advice statements will provide wages, salaries, and other approved payments, such as an insurance buy-outs, and contain an itemization of all payroll deductions for the pay period. All employees are required to set up and use direct deposit. All employees shall be able to see and print their payroll details at their place of work using a town provided computer and printer.
- 11.4 Beginning Salary – The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.
- 11.5 Demotion – If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.
- 11.6 When an employee is promoted s/he shall suffer no loss in compensation.
- 11.7 Temporary Assignment to Higher Position – Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position for at least two (2) consecutive workweeks, will be paid at the higher position classification that equals at least a 5% increase over their regular rate of pay. Such pay increase to start at the beginning of the third consecutive workweek that the employee is required to assume the duties and responsibilities of the higher paid position.
- 11.8 Severance Pay – Any employee who retires from his/her employment with the Town after having given a minimum of fourteen (14) calendar days notice either to his/her Department Head, or to the Town Manager shall be entitled to any unused portion of annual leave. Any accrued sick leave shall be forfeited to the Town, unless employee retires qualifying under a statutory provision, as defined by the NH Retirement System, as described in 13.7.6.
- 11.8.1 Any employee after one year of service who is laid off from his/her employment with the Town shall be entitled to one week's severance pay plus any unused portion of annual leave. Any accrued sick or personal leave shall be forfeited to the Town but shall be restored to an employee who had been laid off upon reemployment with the Town provided such reemployment is within two (2) years of the date of the layoff. The leave restored will be established as that leave which was available to the employee upon their date of layoff.

- 11.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Select board in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.

Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by the Agreement shall be continued in accordance with the previous collective bargaining agreement, provided that sufficient funds have been made available by the most recent Town Meeting.

- 11.10 Physical Fitness: All department members are required to participate in a Fire Department fitness program. The department values the health and well being of its members so this program will not be punitive in nature. Each member will document a minimum of one (1) hour of physical fitness training during the regular 48 hours worked each week, unless waived and approved by the Chief. (Attendance reports from local gyms will be accepted as documentation in lieu of the on-duty physical fitness programs). Other individual physical fitness programs will be documented by the training officer and approved by the Chief. To the extent that extenuating circumstances interrupt a regularly scheduled workout session, the officer in charge may waive that day's requirement by notifying the Chief in writing with the reasons. Workouts may be rescheduled during a regular shift to maintain the fulfillment of the requirement outlined in this paragraph. The Town will not enforce the requirements of the physical fitness program if necessary equipment is not functioning or available for the duration the equipment is either not functioning or not available.

11.11 Departmental Paid Education:

- 11.11.1 **MANDATORY COURSES:** Mandatory courses are courses where personnel are required to attend. Personnel shall be paid time and one-half for all hours attended while off duty. Mandatory courses shall be determined by the Fire Chief and shall be equitably distributed to personnel meeting the prerequisites of the course.
- 11.11.2 **TIME OFF:** Time off for attendance at a course, is not authorized. The Fire Chief may make exceptions on an individual basis when extenuating circumstances exist.
- 11.11.3 **NATIONAL FIRE ACADEMY COURSES:** No overtime or additional time off is authorized for personnel attending classes at the National Fire Academy. The schedule is arranged to allow the day preceding and succeeding the course as travel days. An employee returning from the National Fire Academy will not be unreasonably denied vacation or personal leave for the next duty days.

11.12 Compensation for such educational and training programs shall be as follows:

11.12.1 All requests for training, seminars, college classes, etc... must include a written Request for Training and be approved in advance by the Chief of Department or designee.

11.12.2 Seminars and Training Programs: Tuition, fees, lodging and travel as required by the type of program and time and locations.

11.12.3 College Credit Programs:

11.12.3.1 Each employee wishing to participate in college credit programs must submit a Request for Training indicating the desired major course of study to the Chief of Department or designee. The Chief of Department or designee will discuss with the employee the appropriateness of the course of study as it pertains to their job description, and will sign the Request for Training if approved. The Chief of Department or designee may consider budgetary limitations in deciding whether or not to approve a Request for Training.

11.12.3.2 Firefighter AEMTs and Firefighter Paramedics within their first year of employment and/or probationary period are not eligible for monetary assistance with college credit programs.

11.12.3.3 Employees hired by the Town of Exeter Fire Department that have started a degree program, however not yet finished, shall meet with the Chief of Department to determine if the course of study is considered job related. If the course of study is determined to be job related, the department will support the employee following the provisions in #4, and #5 of this section. If the course of study is determined NOT job related, the employee may choose to transfer or change to an approved course of study.

11.12.3.4 Employees after completing their first year of employment through the completion of their fifth year are encouraged to participate in a job related Associate's Degree program. The college or university must be accredited and acceptable courses of study include Fire Science, Fire Protection, Paramedic Emergency Medicine, and Emergency Service Administration. As times change, additional courses of study may be developed and may be considered job related and acceptable. The employee may discuss additional courses of study not listed above with the Chief of Department. The employee may participate in a maximum of six (6) classes within a budget year. All classes required as part of the approved Associate's Degree program will be reimbursed at 50% of the total cost, including tuition and any additional lab fees, books, etc...

- 11.12.3.5 Employees after completing their fifth year of employment are eligible to participate in a job related Bachelor's Degree program. The college or university must be accredited and acceptable courses of study include Fire Science Administration, Emergency Medical Services Administration, and Homeland Security and Emergency Management. As times change, additional courses of study may be developed and may be considered job related and acceptable.
- 11.12.3.5.1 The employee may discuss additional courses of study not listed above with the Chief of Department. The employee may participate in a maximum of six (6) classes within a budget year. All classes required as part of the approved Bachelor's Degree program will be reimbursed at 75% of the total cost, including tuition and any additional lab fees, books, etc...
- 11.12.3.6 The employee will pay tuition and all associated lab fees, books, etc.. The employee must provide documentation of all class costs including tuition, lab fees, books, etc.. and receive a B or score of 3.0 or greater to be eligible for reimbursement.
- 11.12.3.7 Employees must submit in writing the classes they anticipate taking in the next budget year. Class lists must be submitted by August 30 of each year, so adequate funding can be discussed and forwarded for the next budget year.
- 11.12.3.8 Reimbursement for classes requested after August 30 are subject to availability of funds in the Education/Training line of the budget.
- 11.12.3.9 The Exeter Fire Department agrees to pay in advance, the cost of tuition, and all fees associated with the cost for a Certificate Paramedic Program at an approved institution, such as, but not limited to the New England EMS Institute, at the Elliot Hospital. Agreement to pay is based on available funds within the approved budget.
- 11.12.3.9.1 The Town of Exeter agrees to reimburse the member in a timely fashion for items such as, but not limited to necessary; uniforms, insurance, testing fees, etc. upon receipt of approved paid invoices.
- 11.12.3.9.2 The Town of Exeter reserves the right to require the member to sign a promissory note and reimburse the town for the all tuition and fees paid, without interest, if the member does not finish the paramedic education program or does not receive National Registry Paramedic certification.

11.13 Detail Pay: Employees assigned to a "detail" during their off duty hours shall be compensated at the rate of time and one-half (1.5) of their regular rate for the hours actually worked. A detail shall be defined as any duty assignment less than a duty shift to include court appearances, fire watch, and public education functions. Employee travel time, preparation before the actual detail, and clean-up after the detail, must be pre-approved by the Chief of Department in advance of working the detail. Employees shall be paid for two (2) hours at the regular rate if the detail is canceled less than eight (8) hours prior to the detail start time.

ARTICLE 12
Uniforms and Safety Equipment

- 12.1 The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.

ARTICLE 13
Leave Administration

13.1 Annual Leave:

- 13.1.1 Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After one (1) year of service – forty-eight (48) hours annually;
After two (2) years of service – ninety-six (96) hours annually;
After five (5) years of service – one hundred forty-four (144) hours annually;
After ten (10) years of service – one hundred sixty-eight (168) hours annually;
After fifteen (15) years of service – one hundred ninety-two (192) hours annually;
After twenty (20) years of service – two hundred forty (240) hours annually.

- 13.1.2 Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

13.2 Vacation Administration

- 13.2.1 Vacation Schedule: Requests for vacation leave shall be submitted on a Leave Request Form to the Chief of Department or designee, during the month prior to the desired leave. Vacation may be canceled provided that the Department has 24-hours prior notice.

- 13.3 Commencing on July 1, 2022, the department agrees to approve requests for vacation leave for not more than two (2) individuals assigned to the same shift, on the same day, provided that there are at least seven (7) employees on the shift. If six (6) or fewer employees are on the shift, one (1) employee will be granted vacation leave from the same shift, at the same time. In the case of an emergency, the Chief of Department may approve additional requests for leave on a case-by-case basis.

- 13.4 Maintenance of Vacation Schedules: Vacation schedule for employees in all departments shall be maintained by the Department Head.

- 13.5 Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

13.6 Notwithstanding 13.2.1 above, any employee who, by virtue of reaching his/her anniversary date between October 15th and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time. Such vacation leave must be used during the following calendar year.

13.7 Sick Leave:

13.7.1 Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service:

<u>Hours per Month</u>	<u>Hours per Year</u>	<u>Maximum Accumulation</u>
12	144	1440

13.7.2 Sick leave is earned from the first day of employment and, after the probationary period, may be used as earned.

13.7.3 Paid sick leave shall be granted for the following reasons:

13.7.3.1 personal illness;

13.7.3.2 non-compensable bodily injury or disease;

13.7.3.3 exposure to contagious disease, or quarantine;

13.7.3.4 attendance upon member of immediate family whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided, however, that extensions will not be denied unreasonably.

13.7.4 Employees absent for the above reasons shall report such absence to their supervisor prior to their shift together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at Town expense) certifying the condition of the employee or a member of the family who has been reported ill.

13.7.5 Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within two (2) years and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

13.7.6 In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death.

13.7.6.1 Retirement means leaving department employment upon qualifying under a statutory provision, as defined by the NH Retirement System, in anticipation of receiving a retirement pension.

13.7.7 Disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom shall entitle the employee to use sick leave.

13.8 Bereavement Leave:

13.8.1 An employee is entitled to bereavement leave at full pay, not to exceed two (2) full 24-hour shifts, for the purpose of attending to details and service, for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean: spouse, parent, grandparent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, grandchild, brother-in-law, sister-in-law, aunt, uncle, or a person living within the household.

13.8.2 Special leave of up to three (3) days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 13.8.1.

13.9 Leave of Absence Without Pay: A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

13.9.1 Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action, including dismissal.

13.9.2 In the case of a request for a maternity leave of absence, such request shall be granted for a period of up to three (3) months. Any full time employee who becomes pregnant shall be entitled to remain employed during said pregnancy, so long as she is able to perform her job adequately.

13.10 Definition of leave for the purpose of this section shall mean:

13.10.1 When requesting a leave of absence for illness, all sick leave and vacation leave shall be exhausted.

13.10.2 When requesting a leave of absence for personal reasons, all vacation leave shall be exhausted

13.11 Leave of Absence with Pay – The Select board may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.

- 13.12 Jury Duty – The parties agree to adopt the Town’s policy regarding jury duty and to comply with New Hampshire law.
- 13.13 Military Leave – The parties agree to adopt the Town’s policy regarding military leave and to comply with Federal (USERRA) and New Hampshire law.
- 13.14 Unauthorized Absence – An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave.
- 13.15 Personal Leave Employees are entitled to one (1) ten (10) hour period, and one (1) fourteen (14) hour period as paid personal leave per calendar year. An employee may earn one (1) bonus ten (10) hour period of paid personal leave per calendar year if the employee works six (6) consecutive months in that calendar year without utilizing any sick leave. This bonus personal leave must be used in the same calendar year in which it is earned or it will be forfeited.

ARTICLE 14
Safety and Health

- 14.1 The Employer shall endeavor to provide and maintain safe working conditions as required by law.
- 14.2 The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

ARTICLE 15
Promotion, Layoff, Transfer and Seniority

- 15.1 A vacancy or new position shall be filled in the following manner:
 - 15.1.1 The Town shall post all open positions on employee bulletin boards for a period of seven (7) working days. The posted positing shall contain the following:

Title of Job	Job Location
Salary Range	Closing Date of Application
Minimum Qualifications	Job Description

- 15.1.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.
- 15.1.3 In the event that two (2) or more applicants for any position appear to be equally qualified preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.

- 15.1.4 When any two (2) Town employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.
- 15.1.5 Promotions made where the employee has less than five (5) years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five (5) years or longer, the probationary period shall be for a period of six (6) months.
- 15.2 Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.
- 15.3 The employer shall give written notice to the employee affected of any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.
- 15.4 Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

ARTICLE 16
Benefits

- 16.1 **Medical Insurance** – Benefit-eligible employees shall be eligible to enroll in either the Blue Choice (BC3T20), Access Blue New England (AB20), or the Access Blue New England (ABSOS20/40/1KDED) plans.
 - 16.1.1 Effective July 1, 2022 the employee shall pay (21%) percent of the Blue Choice (BC3T20) premium, (14%) percent of the Access Blue New England (AB20) premium, and (10%) percent of the Access Blue New England (ABSOS20/40/1KDED) premium.
 - 16.1.2 Effective July 1, 2023 the employee shall pay (21%) percent of the Blue Choice (BC3T20) premium, (15%) percent of the Access Blue New England (AB20) premium, and (10%) percent of the Access Blue New England (ABSOS20/40/1KDED) premium.
 - 16.1.3 Effective July 1, 2024 the employee shall pay (21%) percent of the Blue Choice (BC3T20) premium, (15%) percent of the Access Blue New England (AB20) premium, and (10%) percent of the Access Blue New England (ABSOS20/40/1KDED) premium.
- 16.2 **Dental Insurance** – Employees shall be provided with a dental plan for themselves and their dependents for which the premiums shall be borne by the Town. The benefit level shall be equal to Northeast Delta Dental 1B

16.3 Personal Loss:

16.3.1 Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement clothing.

16.3.2 Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement property. For purposes of this section, personal property shall not include money.

16.4 Life Insurance – Employees shall be provided, at no cost, with life insurance in the amount of fifty thousand dollars (\$50,000).

16.5 Workers' Compensation – The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

16.5.1 The term "Unfit for Duty" shall mean that in the opinion of a medical physician and or a specialist with expertise in the type of injury or disability that the member is unable to perform his/her normal job function. If the member has scheduled training or any other job related activities and is unfit for duty, than he/she upon orders from the Fire Chief or his/her designee shall not participate in those activities until such time a clearance is given by a physician and or specialist and the member is placed to "full duty" or is placed on "light duty" status.

16.5.2 The term "light Duty" status shall mean that the member is placed into a role within the Exeter Fire Department in that of a support/staff person. This shall be determined by the Fire Chief and is regulated by the number of hours that the member is cleared for light duty per day/week by a physician or specialist.

16.5.2.1 "Light Duty" status will be assigned based on physical condition and the amount of hours that can be worked. This will be recommended by the employee's physician and approved by the Fire Chief or his/her designee. Light duty hours worked for unit member shall be up to 42 hours maximum per week.

16.5.2.2 Overtime may be granted during light duty only with prior written authorization of the Fire Chief or his/her designee. If a 42 hour work week is exceeded, than the member becomes eligible for overtime status at one and one half times his/her regular rate.

16.5.3 The term "Full Duty" or "Fit for Duty" shall mean that the member has been cleared to return to work in his/her normal job function as determined by a physician or specialist.

- 16.6 The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting pursuant to RSA 31:105, 106 and 107 fulfills such responsibility.

ARTICLE 17
Fire Department Provisions

- 17.1 Issued equipment shall be replaced when worn out or destroyed. For replacement, the item must be turned in or reasonable proof provided of its loss or destruction in the line of work.
- 17.2 The Town shall provide the following uniform items, and replace them from time to time due to normal wear and tear. As current uniform items are replaced, the uniform shall conform with NFPA 1975. Initial issue of uniform/equipment shall be of a highly serviceable quality conforming to NFPA 1975 and consist of:
- 1 Firefighter's dress uniform cap with badge;
 - 1 Baseball style cap;
 - 4 Duty uniforms - shirts (long and short sleeves) and pants;
 - 1 black belt;
 - 1 pair black footwear;
 - 1 sweatshirt;
 - 1 all season jacket;
 - 1 pair black leather gloves;
 - 2 name tags;
 - 2 coat badges;
 - 2 shoulder patches for each shirt and jacket;
 - 1 pair collar insignia.
- 17.3 The Town shall provide the following protective clothing to each full-time member of the department. Protective clothing damaged during emergencies shall be replaced by the Town.
- 1 Morning Pride - Ben Franklin 2 helmet, or leather equivalent to be purchased by the employee, with eye shield and company shield or equivalent; replacement of helmets damaged in the line of duty will be the same as the helmet damaged;
 - 1 Complete set of clothing to include a coat, pants, hood and leather gloves
 - Employee's choice of 1 set of leather or rubber structural firefighter's boots
 - 1 Hand Light
 - 1 Emergency Bailout Rope
 - 1 SCBA mask with bag
 - Safety glasses
 - Hearing protection
 - Lineman's wire cutters
 - Extrication gloves

- 17.4 The Chief of the Department may, following consultation with the President of the Exeter Professional Firefighters' Association, make any changes he deems necessary to improve the quality/safety of the equipment issues. Such changes shall be to NFPA standards or better.
- 17.5 All protective clothing issued to employees shall be used only while on official duty with the Exeter Fire Department.
- 17.6 Class "A" uniforms shall not be required by the Town.

ARTICLE 18
Discipline and Involuntary Separation

- 18.1 The Town shall not discharge or take other disciplinary action without just cause.

ARTICLE 19
Grievance Procedure

- 19.1 The purpose of this Article is to provide the mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.
- 19.2 An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the Department Head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.
- 19.3 The Department Head shall meet with the grievant and Union representative and provide a written reply within seven (7) working days.
- 19.4 Any appeal from that reply shall be in writing to the Town Manager within seven (7) working days of receipt of the Department Head's answer.
- 19.5 The Town Manager shall meet with the grievant and Union representative and provide a written reply within fourteen (14) days.
- 19.6 If the Union wishes to appeal the grievance to arbitration, it shall request arbitration from the Public Employee Labor Relations Board within fourteen (14) working days after the Town Manager's written reply.
- 19.7 The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.
- 19.8 The Select Board shall meet within fifteen (15) working days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.

- 19.9 Failure by the grievant or the Union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial, thus permitting an appeal to the next step.
- 19.10 Any time limits herein may be extended by mutual agreement.
- 19.11 "Working days" shall mean Monday through Friday, excluding holidays designated in 10.1.

ARTICLE 20
Separability

- 20.1 In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto agree that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 21
Notices

- 21.1 Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the Exeter Professional Firefighters' Association, Local 3491, 20 Court St. Exeter, NH 03833.
- 21.2 Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Exeter Select Board.

ARTICLE 22
Duration and Re-Opening

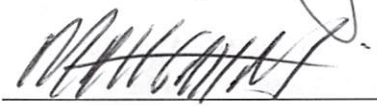
- 22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on June 30, 2025, or until replaced by a successor agreement.
- 22.2 Renegotiation of this Agreement will be effected by written notification by one Party as required by RSA 273-A, as amended. Negotiations shall commence within two (2) weeks of receipt of such notice.


IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Agreement on this 31st day of May, 2022.

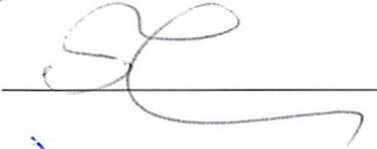
FOR THE ASSOCIATION:

FOR THE TOWN:



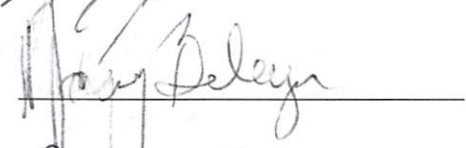




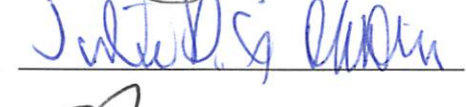














2022-2025 Pay Plan

Appendix A

<u>Exeter Professional Firefighters Pay Plan - July 1, 2022</u>																2% COLA + STEP	
	Starting	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	MAX		
Captain	31.4502	24.5718	25.1861	25.8157	26.4611	27.1227	27.8007	28.4957	29.2081	29.9383	30.6868	31.4540	32.2403	33.0463	33.8725	2.5% between Steps	
	68,687	70,404	72,165	73,969	75,818	77,713	79,656	81,648	83,689	85,781	87,926						
10% Captain wage above Lieutenant																	
Lieutenant	28.5911	29.3059	30.0385	30.7895	31.5592	32.3482	33.1569	33.9859	34.8355	35.7064	36.5990					2.5% between Steps	
	62,443	64,004	65,604	67,244	68,925	70,649	72,415	74,225	76,081	77,983	79,932						
Medic/FF	23.9725	24.5718	25.1861	25.8157	26.4611	27.1227	27.8007	28.4957	29.2081	29.9383	30.6868	31.4540	32.2403	33.0463	33.8725	2.5% between Steps	
	52,356	53,665	55,006	56,382	57,791	59,236	60,717	62,235	63,791	65,385	67,020	68,695	70,413	72,173	73,978		
10% Paramedic Premium above AEMT																	
AEMT/FF	21.7932	22.3380	22.8964	23.4689	24.0556	24.6570	25.2734	25.9052	26.5529	27.2167	27.8971	28.5945	29.3094	30.0421	30.7932	2.5% between Steps	
	47,596	48,786	50,006	51,256	52,537	53,851	55,197	56,577	57,991	59,441	60,927	62,450	64,012	65,612	67,252		

Appendix B

<u>Exeter Professional Firefighters Pay Plan - July 1, 2023</u>																0% COLA + STEP	
	Starting	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	MAX		
Captain	31.4502	24.5718	25.1861	25.8157	26.4611	27.1227	27.8007	28.4957	29.2081	29.9383	30.6868	31.4540	32.2403	33.0463	33.8725	2.5% between Steps	
	68,687	70,404	72,165	73,969	75,818	77,713	79,656	81,648	83,689	85,781	87,926						
10% Captain wage above Lieutenant																	
Lieutenant	28.5911	29.3059	30.0385	30.7895	31.5592	32.3482	33.1569	33.9859	34.8355	35.7064	36.5990					2.5% between Steps	
	62,443	64,004	65,604	67,244	68,925	70,649	72,415	74,225	76,081	77,983	79,932						
Medic/FF	23.9725	24.5718	25.1861	25.8157	26.4611	27.1227	27.8007	28.4957	29.2081	29.9383	30.6868	31.4540	32.2403	33.0463	33.8725	2.5% between Steps	
	52,356	53,665	55,006	56,382	57,791	59,236	60,717	62,235	63,791	65,385	67,020	68,695	70,413	72,173	73,978		
10% Paramedic Premium above AEMT																	
AEMT/FF	21.7932	22.3380	22.8964	23.4689	24.0556	24.6570	25.2734	25.9052	26.5529	27.2167	27.8971	28.5945	29.3094	30.0421	30.7932	2.5% between Steps	
	47,596	48,786	50,006	51,256	52,537	53,851	55,197	56,577	57,991	59,441	60,927	62,450	64,012	65,612	67,252		

Appendix C

<u>Exeter Professional Firefighters Pay Plan - July 1, 2024</u>																2% COLA + STEP	
	Step 1	Step 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	MAX		
Captain	32.0792	32.8812	33.7032	34.5458	35.4095	36.2947	37.2021	38.1321	39.0854	40.0626	41.0641					2.5% between Steps	
	70,061	71,813	73,608	75,448	77,334	79,268	81,249	83,281	85,363	87,497	89,684						
10% Captain wage above Lieutenant																	
Lieutenant	29.1629	29.9920	30.6393	31.4053	32.1904	32.9952	33.8201	34.6656	35.5322	36.4205	37.3310					2.5% between Steps	
	63,692	65,284	66,916	68,589	70,304	72,061	73,863	75,710	77,602	79,542	81,531						
Medic/FF	24.4519	25.0632	25.6898	26.3321	26.9904	27.6651	28.3567	29.0657	29.7923	30.5371	31.3005	32.0831	32.8851	33.7073	34.5499	2.5% between Steps	
	53,403	54,738	56,107	57,509	58,947	60,421	61,931	63,479	65,066	66,693	68,360	70,069	71,821	73,617	75,457		
10% Paramedic Premium above AEMT																	
AEMT/FF	22.2290	22.7848	23.3544	23.9382	24.5367	25.1501	25.7789	26.4233	27.0839	27.7610	28.4550	29.1664	29.8956	30.6430	31.4090	2.5% between Steps	
	48,548	49,762	51,006	52,281	53,588	54,928	56,301	57,709	59,151	60,630	62,146	63,699	65,292	66,924	68,597		