

AGREEMENT BETWEEN

THE TOWN OF GOFFSTOWN

AND

**THE PROFESSIONAL FIREFIGHTERS OF GOFFSTOWN
LOCAL 3420, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

Town Meeting, March, 2019

TABLE OF CONTENTS

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

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement is entered into by the Town of Goffstown, New Hampshire, hereinafter referred to as the "Employer", and the Professional Firefighters of Goffstown, Local #3420, International Association of Firefighters, as recognized by the State of New Hampshire Public Employee Labor Relations Board, hereinafter referred to as the Union.
- 1.2 Nothing in this agreement, except where specifically stated, is intended to abrogate, amend or modify any currently existing written standard, personnel regulation or departmental rule, whether promulgated by the Goffstown Fire Department or the Town of Goffstown.
- 1.3 Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time regular firefighters and full-time regular lieutenants within the Goffstown Fire Department and only these regular full-time employees are covered by this Agreement.
- 2.2 All other present and future employees of the Town or Fire Department, including but not limited to, supervisors, professional, confidential, probationary, temporary, seasonal, call per diem or part-time are excluded from coverage or recognition under this agreement.
- 2.3 The Union recognizes the Town of Goffstown, NH as the primary Employer of all Union employees within this bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 It is agreed that except as delegated, abridged, granted or modified by this agreement, all of the rights, powers, and authority the Town had prior to the signing of this agreement are retained by the Town and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance.
- 3.2 Management of the Town, its operation, direction of the workforce and the authority to execute all the various duties, functions and responsibilities in connection therewith are

vested in the Town. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.

- 3.3 It is understood and agreed that the Town has all the customary and usual rights, powers, functions and authority of management.
- 3.4 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:
 - 3.4.1 To plan, direct, supervise and control all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
 - 3.4.2 To determine the need for and the qualifications of new employees, transfers and promotions.
 - 3.4.3 To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.
 - 3.4.4 To assign shifts within established hours of work and schedules, and work locations.
 - 3.4.5 To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or any other reasons.
 - 3.4.6 To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
 - 3.4.7 To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto. Although not anticipated the Town reserves the management right of furloughs or other methods, to deal appropriately with a financial crisis within the Department or Town budget.
 - 3.4.8 To discipline, suspend, demote or discharge an employee for just cause following the procedures outlined in Article 12.

3.4.9 To assign and distribute work.

3.4.10 To determine the need for additional educational courses, training programs, on-the-job training and intradepartmental cross-training.

3.4.11 To determine the mission, policy and standards of service offered to the public.

3.4.12 The Town may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE 4 - DUES

4.1 **Dues Deductions.** The Employer agrees to deduct, each pay period, dues and assessments in an amount certified to be current by the secretary/treasurer of the local Union from the pay of those employees who individually request in writing such deductions be made.

4.2 **Electronic Deposit.** During the term of this Agreement and in accordance with the terms, automatic deduction and direct deposit with the financial institution agreed upon by the Union and the Town, the Town agrees to deduct the Union membership due, levied in accordance with the bylaws of the union from the pay of each collective bargaining unit member and shall remit the total amount directly payable to the financial institution designated. Such remittance shall be made each payday.

4.3 **Service Fee(s).** Bargaining unit employees who opt not to join the Union may pay a fair share service fee(s) to the Union. Such an election may be paid through the electronic deposit procedure defined above.

ARTICLE 5 – DISCRIMINATION

5.1 The parties to this agreement agree not to discriminate against any employee because of race, color, creed, sex, gender identity, national origin, marital status, or any other class protected by law.

ARTICLE 6 - UNION ACTIVITY & BUSINESS

6.1 Union Activity

6.1.1 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

6.1.2 There shall be no discrimination, interference, restraint or coercion by the Union or bargaining unit employees against any employee for his lack of activity on behalf of, or non-membership in, the Union.

6.1.3 No Union member, employee or agent of the Union shall attempt to intimidate, harass, threaten or in any way coerce any non-Union employee to join the Union or cooperate in Union activities against the wishes of said employee or prevent anyone, belonging to a Union or not, from working for the Town.

6.2 Interference with Town Operations Prohibited

6.2.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling which in any way interferes with the operations of the Town.

6.2.2 The Union will not participate in multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Fire Department, other Town departments or Town of Goffstown government during the term of this Agreement.

6.3 **No Lockouts.** The Town shall not conduct or condone a lockout of Union employees.

6.4 Union Business

6.4.1 The Union shall annually be allowed 96 hours leave, without pay, to perform their Union functions including but not limited to attendance at regular and special meetings, conventions, seminars and conferences. Only two (2) members shall be on leave at the same time for these Union functions. Twenty-four (24) hour notice must be given of the intent to use such leave, unless the employee can demonstrate an inability to provide such notice, or has arranged shift coverage.

- 6.4.2 Two (2) members of the Union, the grievant and the union representative, shall be allowed to participate in grievance procedures without a loss of pay.
- 6.4.3 Two (2) members of the Union, the member being disciplined and the union representative if requested by the member being disciplined, may participate in the disciplinary process without a loss of pay.
- 6.4.4 Two (2) members shall be allowed to participate in meetings, which are mutually set by the Employer and the Union.
- 6.4.5 The Union shall be permitted to hold at least one meeting per month at a town facility provided the meeting does not conflict with training or other scheduled uses and is not during working hours. The Union shall notify the Fire Chief at least three days in advance of such meeting and request his approval. Such approval shall not be unreasonably denied but may be denied for space, safety or conflicting scheduling purposes.

6.5 Bulletin Board Space

- 6.5.1 The Employer shall provide space in all stations in a mutually agreed upon location for a bulletin board, not to exceed the largest one currently in use.
- 6.5.2 The posting of materials on the Union bulletin board will be limited to union business communications between the local union and its membership.

ARTICLE 7 - PRINTING AND SUPPLYING AGREEMENT DISTRIBUTION

- 7.1 All new employees covered by this contract will be provided a copy of this agreement upon hire; town may choose to provide an electronic copy.
- 7.2 One hard copy of current CBA will be maintained at all three fire stations.

ARTICLE 8 - RULES AND REGULATIONS

- 8.1 Rules and regulations in effect on the date of the prior agreement relating to wages, hours and conditions of employment shall be a formal part of this agreement.

- 8.2 New rules, or changes in rules, which affect wages, hours or conditions of employment, shall be accomplished through mutual consent during the term of this agreement.
- 8.3 If any conflict arises between this agreement and any existing part of the rules or regulations governing wages, hours or conditions of employment, then this agreement shall take precedence.
- The following employee policies and procedures (non-cost items) which are not regulated by this Agreement will be regulated by the 2018 Town of Goffstown Personnel Plan.
 - The Town will provide training to bargaining unit members as needed for the above referenced Personnel Plan policies. Initial training for new employees will occur within one year of their hire date. Refresher training will occur a minimum of every two years. Initial training for this collective bargaining agreement will occur within one year of ratification at Town Meeting.
- 8.4 This serves as notice to all members that an Employee Assistance Program (EAP) is available to them should they require such assistance.

ARTICLE 9 - RESIDENCY REQUIREMENT

- 9.1 Residency requirements below are suspended until such time as Goffstown provides full-time 24/7 coverage. At that time all new hires will meet the residency requirements below.
- 9.2 All members of the bargaining unit shall be required to reside within a thirty (30) minutes' drive (at posted speed limits) to any fire station in Goffstown. Drive time will be determined by a recognized internet mapping service.
- 9.3 The Fire Chief may grant exceptions to the residency requirement for up to 25% of the union membership. The Chief's decision is not grievable.
- 9.4 All employees must establish compliance with this requirement prior to the end of their probationary period and continue to maintain such residency as a condition of employment. The Chief will have flexibility to extend this deadline to establish residency.

ARTICLE 10 - DEFINITION OF SENIORITY & SENIORITY LISTS

10.1 Definition of Seniority

10.1.1 Departmental Seniority shall be determined by continuous full-time service in the Goffstown Fire Department calculated from the date of employment.

10.1.2 Rank Seniority shall be established from the date the employee is promoted into the rank of classification he currently occupies.

10.2 Seniority List Maintenance.

10.2.1 The Fire Chief shall prepare and maintain a Departmental Seniority list of all collective bargaining unit members ranked from most senior to most junior and said list shall include each member's name, rank, and date of hire.

10.2.2 The Fire Chief will provide an updated list by July 1st each year to the Union President for posting on the Union Bulletin Boards.

10.3 **Avoiding Discrepancies.** If two employees are hired on the same date, the Chief will determine the seniority of those individuals at the time of hire.

ARTICLE 11 - LAYOFFS & RESIGNATIONS

11.1 **Layoffs.** Management may lay off an employee in the service to the Town by reason of shortage of work and/or funds abolition of the positions, other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee.

11.2 Seniority Based Reduction.

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

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

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

11.2.4 It shall be the responsibility of the Union to maintain accurate addresses for all laid off employees and mail forwarded to such employees by the Town at an address supplied by the Union and refused, returned or not responded to within 14 calendar days of mailing shall be considered refusal on the part of the employee to accept a recall to employment and the employee shall forfeit all rights under this section.

11.2.5 Further, 18 months after the employee's initial date of layoff, the layoff shall be considered permanent and the employee shall have no further rights under this section or this contract.

11.3 Layoff Notification.

11.3.1 Management shall give written notice to the employee of any proposed layoff and reasons therefore at least 30 calendar days before the effective date of the action. A copy of such notice shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

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

11.4 Vacant Shifts.

11.4.1 In the case of personnel reductions (layoffs) the employee(s) who have been laid off, shall be given preference at filling all vacant shifts.

11.4.2 These include, but are not limited to, all shifts from Monday through Sunday and any and all holiday shifts.

11.5 Payments Due at Layoff.

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

11.5.2 If employee has been employed by the Town for at least ten (10) years, then half of employee's accrued but unused sick leave will be paid.

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

11.6 Rehire Following a Layoff.

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

11.6.2 Layoff time does not count in seniority calculations.

11.7 Resignations.

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

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

ARTICLE 12 – DISCIPLINE

12.1 Disciplinary Action.

12.1.1 Fire Chief or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other sufficient cause, or as defined in **Article 12**.

12.1.2 A written statement setting forth the reasons for such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder

12.1.3 Disciplinary action or removal may be taken for a single violation or successive violations of a dissimilar nature.

12.2 Disciplinary Steps. All discipline shall be for just cause and shall be appropriate for the infraction for which the disciplinary action is taken. The following progressive discipline shall be followed, unless the seriousness of the infraction warrants bypassing steps.

12.1.1 verbal warning;

12.1.2 written warning;

12.1.3 suspension without pay;

12.1.4 demotion;

12.1.5 discharge.

12.3 **Representation.**

12.3.1 The member shall have the right to have a union representative present at all meetings, hearings, and discussions when management is contemplating issuing discipline to any member. However, unavailability of a union representative does not postpone disciplinary action. If representation cannot be produced in a reasonable time frame, the member may choose to continue the disciplinary process without representation.

12.3.2 Union members subject to disciplinary action may choose any member of the union as their representative; it is recommended that representation be provided by an officer of the Union Executive Board.

12.4 **Demotions.**

12.4.1 Fire Chief may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause.

12.4.2 A written statement for the reasons for any such action shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.

12.5 **Cause for Removal.** Cause for removal from the service of the Town shall include, but not necessarily be limited to, the following:

12.5.1 Neglect of duty.

12.5.2 Incompetence or inefficiency.

12.5.3 Inability to perform the essential functions of the job, with or without accommodation. If an employee is unable to perform the essential functions of

the job, the Town will make an effort to let that employee fill any vacant Town position for which the person is qualified with an appropriate adjustment in salary. This clause is not meant to violate applicable federal or state law.

- 12.5.4 Insubordination or serious breach of discipline.
- 12.5.5 Under the influence of, in possession of or suffering the effects of alcohol or drugs while on duty.
- 12.5.6 Chronic or excessive absenteeism.
- 12.5.7 Disorderly or immoral conduct.
- 12.5.8 Willful violation of any of the provisions of this Agreement, departmental rules or regulations or other statutes relating to the employment of Town employees.
- 12.5.9 The conviction of any criminal act or offense, the conviction or punishment thereof which would impede the ability of the employee to adequately discharge all duties assigned to that employee.
- 12.5.10 Abuse or violation of sick leave or other departmental or Town regulations.
- 12.5.11 Negligence of or willful damage to public property or waste of public supplies.
- 12.5.12 Conduct unbecoming an employee in the Town service.
- 12.5.13 The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.
- 12.5.14 Serious safety violations including damage to equipment and vehicles or endangering others.

12.5.15 Sexual harassment of others as defined by State and Federal law and as outlined in the Town Personnel Policy Article X Section 1.

12.6 Documentation of Discipline.

12.6.1 Verbal warnings will be referenced by date and brief description in employee's personnel folder.

12.6.2 Written warnings, suspensions, discharge notices shall be in written form and identify the reason for the disciplinary action, and any suggested corrective action the employee should undertake.

12.6.3 Employee shall receive a copy of any written disciplinary (listed in Article 12) action.

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

12.7 Review of Personnel Records.

12.7.1 Any employee may, at any time, request to review his Personnel Record (s) maintained by the Employer. The Employer shall not unreasonably deny a request for review; the employee shall be provided his Personnel Record(s) at a mutually-agreeable time and location.

12.7.2 Pursuant to State of New Hampshire RSA 275:56, as amended, if upon inspection of his or her Personnel File(s), an employee feels that a record contained therein should be removed or corrected in writing, he may so request of the Fire Chief. If such request is denied, the employee may submit a written statement for the file(s) explaining his version of the information contained therein, with evidence supporting such version. Such statement shall be maintained as part of the employee's Personnel Record.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 A grievance shall be defined as an alleged violation, misinterpretation or misapplication with respect to one or more members of the bargaining unit of any provision of this

agreement. See RSA 273-A:1, V. Grievances shall be resolved at the lowest possible level in the chain of command.

13.2 **Fire Chief**

Grievances shall be processed in the following manner: Any grievance shall be filed by the employee in writing within ten (10) calendar days from the date of occurrence violation with the Fire Chief. The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the Article and Section of this Agreement, which the employee or the designated representative feels have been violated. The employee shall be required to sign the original grievance filed with the Fire Chief and state the requested corrective action. Within ten (10) calendar days of receipt of the grievance, the Fire Chief shall conduct an informal inquiry concerning the grievance and render a decision in writing by no later than the close of the normal business day of the tenth (10th) day. The time requirements under this step may be extended by mutual written consent of the Fire Chief and the employee and/or the designated representative.

13.3 **Personnel Advisory Board**

If the decision of the Fire Chief is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, the employee may within ten (10) calendar days request that a Personnel Advisory Board be convened to hear the grievance. Within ten (10) days of the receipt of the employee's request, both the bargaining unit and the Board of Selectmen shall name a representative to the Board. The two representatives shall then meet in a timely fashion and select the third and final member, who shall be a resident of the Town of Goffstown and chair the proceedings. In the event that the representative members are unable to agree upon the identity of a third board member, then the same shall be appointed by the New Hampshire Public Employees Labor Relations Board. Any costs associated with the convening of the PAB, including any costs associated with the appointment of a third member, shall be borne by the parties equally. A decision shall be rendered by the PAB within fifteen (15) days from the conclusion of its last hearing session on the matter.

13.4 **Board of Selectmen**

If the decision of the PAB is found to be unsatisfactory, **or** if no decision has been rendered during the time period specified above, either party may within ten (10) calendar days appeal in writing to the Board of Selectmen. The appeal shall contain the same information as required in prior steps within the grievance process. The Board of Selectmen shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render its decision in writing within fifteen (15) days from the close of their final hearing date. The decision of the Board of Selectmen shall be final and not subject to further appeal or redetermination.

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

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

ARTICLE 14 - PAY

14.1 Bargaining unit employees shall receive base rate wage increases on July 1st of 2019, 2020, and 2021, subject to passing an annual performance evaluation, as specified below:

| If base pay rate on 7/1/18 was: | 7/1/19 Increase | 7/1/20 Increase | 7/1/21 Increase |
|---------------------------------|-----------------|-----------------|-----------------|
| <\$25.00 | 5% | 3% | 3% |
| \$25.01 - \$30.00 | 4% | 2% | 2% |
| \$30.01+ | 2% | 2% | 2% |
| New Hire Rate* | \$20.30 | \$20.30 | \$20.30 |

* The Town reserves the right to adjust the starting base wage rate for new hires based on certifications, licenses, and years of prior experience.

14.2 In addition to the base wages specified above, bargaining unit personnel shall be eligible for premium pays in accordance with the following:

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

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

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

14.3 Hours of Work

14.3.1 Bargaining unit members scheduled hours of work shall be an average of 42 hours per week (averaged over an eight-week cycle).

- Daily hours are 6 am to 6 pm
- The fulltime shifts result in 7-day-a-week coverage / staffing

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

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

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

14.4 **Overtime**

14.4.1 Overtime shall be paid for actual time worked in excess of the bargaining unit members scheduled work week. Overtime shall be paid to the nearest hour. Vacation, personal, and compensatory time absences granted pursuant to this contract shall count as time worked for purposes of computing overtime. The overtime rate shall be calculated as one and one-half (1 ½) times the "regular hourly rate" as that term is defined by federal law.

14.5 **Working-Out-Of-Classification.** When an employee who performs the responsibilities and duties of a rank above that which he normally holds for a period, he shall be paid at a 10% premium for that rank for hours worked while so acting.

14.6 **Longevity.**

Upon the eighth (8th) year of service, and every two (2) years thereafter, through the twentieth (20th) year, employees will accumulate longevity pay at the rate shown below. All longevity to be paid in a lump sum in the first week of December:

| YEAR | FLAT RATE |
|-------|-----------|
| 8-9 | \$400 |
| 10-11 | \$800 |
| 12-13 | \$1,200 |
| 14-15 | \$1,600 |
| 16-17 | \$2,000 |
| 18-19 | \$2,400 |
| 20+ | \$2,800 |

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

14.7 **Compensatory Time.** All members of the bargaining unit shall be allowed to accumulate a balance of up to a maximum of 42 hours of compensatory time, as opposed to receiving overtime pay, at the employee's option. Total accrual in any calendar year shall not exceed 84 hours. Compensatory time will be credited to the employee at one

and a half (1-¹/₂) the employees' regular rate, subject to the approval of the Chief or his/her designee. Notification by the employee of an intention to use compensatory time shall be no less than five (5) calendar days, unless shift coverage can be arranged. The employee shall always retain the right to receive financial compensation as opposed to the use of compensatory time.

- 14.8 **Call Backs.** Bargaining unit members who return for any incident shall be paid a minimum of two (2) hours.
- 14.9 **Military Service.** In addition to the wage rates established by this agreement, the Employer shall provide additional pay for all members that have been Honorably-discharged from any of the five military services. The member will produce a copy of their DD-214 in order to receive a .50 per hour stipend.

ARTICLE 15 - SHIFTS

15.1 **Shift Exchange**

Members shall have the right to exchange days off and/or shifts of equal length when the changes do not affect the staffing levels of the department and with the approval of the Fire Chief or the Chief's designated officer, which approval shall not be unreasonably withheld. It is understood that swaps will not impact the calculation of overtime.

ARTICLE 16 - UNIFORMS & EQUIPMENT

16.1 **Uniforms (Refer to GFD AR-101.03 7/1/2010).**

16.1.1 **New Employee Uniform:** The Department shall furnish each new employee with sufficient uniforms as may be prescribed by the Department but not less than:

- Five (5) Class C Uniform Shirts
- Four (4) Pants
- One (1) Class B Uniform Shirt
- One (1) Belt
- One (1) Uniform Coat
- One (1) Shirt Badge
- One (1) Coat Badge
- One (1) Name Plate
- One (1) Bell-Top Dress Cap with badge and related accessories
- Two (2) Pair uniform shoes or boots to be obtained through vendors identified in 16.1.2.2.

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

- 16.1.2.1 The department will provide a uniform maintenance and up keep program that will function on the basis of a one for one exchange program. When a uniform item is found to be damaged, stained, worn out, or determined to be “not presentable”, the employee shall turn in said uniform item and shall receive a “factory” new replacement item.
- 16.1.2.2 The exchange program shall cover all GFD-approved or accepted articles of clothing and footwear. Footwear shall be obtained through any of the following vendors: Ben’s Uniform, Gall’s, or 5:11. If any of the above vendors goes out of business or no longer carries footwear, the Fire Chief and Union President shall meet and determine a suitable replacement vendor. Bargaining unit members with special footwear needs are allowed special exception to purchase footwear from a vendor other than the three identified if the special footwear is not available through the established vendors. In the initial year of this contract, bargaining unit members will be allowed to both replace existing footwear as needed and obtain the “second” pair of shoes/boots in transition from previous contract language.
- 16.1.2.3 Initial quality of issued clothing must be equivalent to or better than the item being turned in. (i.e. similar brand and model)
- 16.1.2.4 Class A Uniform. The department shall make an effort to provide bargaining unit members with Class A uniforms.
- 16.1.3 **Protective Clothing.** The Department shall furnish all protective clothing required of the employees in the performance of their duties, without cost to the employee. Employees covered under this agreement shall be in uniform while on duty, as directed by the Fire Department Uniform standards and requirements (Department AR#101.03, 7/1/2010).
- 16.1.4 **Quartermaster System.** All uniform clothing shall be distributed through a quartermaster system. An administrative staff member designated by the Fire Chief shall administer the system.
- 16.1.5 **Returns.** Any employee covered under this agreement, upon separation from the department, shall return all department issued clothing, gear, brass and equipment except used station wear and name plates.

16.1.6 **On-Duty Damage to Uniforms.** In the event that an employee's department issued uniform, accessories or equipment are damaged beyond repair while on-duty, the Employer shall provide him replacement items.

16.1.7 **Uniforms Washing, Drying & Storage Facilities.** For the purpose of preventing the spread of communicable diseases or hazardous material contamination, and in compliance with the Department's Infection Control Plan, the Employer shall allow the washing and drying of uniforms provided that the uniform was contaminated by blood borne pathogens or toxic substances. Such activity may be done while on duty.

16.2 **Personal Protective Equipment**

16.2.1 **Washing, Drying & Storage.** For the purpose of preventing the spread of communicable diseases or hazardous material contamination, the Employer shall provide appropriate facilities to each employee for the washing and drying and storage of protective equipment. The Employer shall provide the necessary supplies for general maintenance of equipment. Each employee shall be responsible for washing his protective equipment at least once every six (6) months, and immediately after any known exposure to biohazards or hazardous materials. Washing and drying equipment may be accomplished while on-duty.

16.2.2 **Use of Personally Owned Protective Equipment.** Employees shall be permitted to utilize personally owned protective equipment, to include leather helmets and leather bunker boots, provided it meets or exceeds NFPA standards and is consistent with the styles acceptable to the Employer. The employee shall be responsible for routine maintenance of personally owned equipment, and the employer has no responsibility for repair or replacement of personally owned equipment.

16.3 **Union Clothing & Accessories**

16.3.1 All members of the Union will be allowed to wear a small (no greater than one inch diameter) identification pin bearing the Union name, initials or logo located on the uniform in an appropriate area as designated by the Chief.

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

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

16.3.3 Small IAFF flags may be temporarily mounted and displayed on fire apparatus during parades. Fire Prevention week, and during the anniversary of the tragedy of September 11, 2001.

ARTICLE 17 - MILEAGE REQUIREMENT

- 17.1 Whenever possible, the Town shall make a vehicle available to employees for use for Fire Department business and/or training.
- 17.2 Bargaining unit members required to use their private automobiles for Town approved Fire Department business shall be compensated for all travel outside the Town of Goffstown. The reimbursement rate shall be the same as other Town Department as set annually by the Board of Selectmen.
- 17.3 No compensation shall be paid for mileage utilized in an emergency response to a fire site, medical assistance calls or other similar emergency UNLESS DIRECTED BY THE FIRE CHIEF.

ARTICLE 18 - EDUCATION

18.1 **General:**

- 18.1.1 "Education" is defined as University, College or Technical School courses which are part of a degree or certificate program.
- 18.1.2 "Passing grade" is defined by the University, College or Technical School where enrolled.
- 18.1.3 "Request for Approval" – Member must submit a Request for Approval by July 1st of the year prior to enrolling in any educational program. All requests shall be considered in the order in which they are submitted.
- 18.1.4 "Approval" – Member will be notified in writing following Town Meeting if approval is granted.

18.2 **Incentives:** In addition to the wage rates established by this agreement, the Employer shall pay additional pay for successful completion of degrees/certificates offered in Fire Science, Emergency Medicine, management, safety, architecture, engineering, computer science, building trades, mechanics & engines, and job/position related degrees.

.25 Per hour Certificate or Associate's Degree

.50 Per hour Bachelor's Degree

.75 Per hour Master's or Doctorate Degree

In order to qualify for the pay differential offered in this section, said degrees shall be granted from a state approved, properly accredited institution or recognized program.

Upon graduation, the employee will begin receiving the appropriate educational incentive within one week of providing a copy of the certificate or diploma to the Chief.

18.3 **Tuition Assistance for Required Education:** If member's position or job description, because of change in policy, government regulation, or imposed Department/Town requirement, requires a degree or certificate, the Town will pay 100% of all course costs including tuition, registration, books, lab fees, test fees, course materials, and any other assessed student fees.

18.4 **Tuition Assistance for Optional Education:** If member desires to attain a certificate or degree which is NOT required, then reimbursement will be up to 50% of course costs including tuition, registration, books, lab fees, test fees, course materials, and any other assessed student fees. 25% to be paid at time of registration and remaining 25% to be paid upon successful completion of each course. If employee does not attain a passing grade, then employee must reimburse the town. Employees intending to use this benefit shall notify the Fire Chief by August 1st (of each year) in order to facilitate adequate funding.

18.5 **Other Tuition Assistance.** If a course is paid for in whole or part through Federal, State or other programs, then the town will not reimburse for such a course, it being the intent of this section to eliminate double payment of any course.

18.6 Once an employee is enrolled in a program approved by the Chief, the employee, a union official, and the Chief (or his/her designee) will determine a schedule of work to accommodate the employee's education at the least impact to Department staffing.

18.7 **Educational Reimbursement:** The Town considers educational reimbursement an investment in their employees, and therefore desires to tie such investment to future years of service. Upon completion of a degree program, which the town has financially

contributed to, the employee must maintain employment with the town according to the following schedule:

- Certificate or Associate Degree – one (1) year of employment;
- Bachelor Degree – two (2) years of employment;
- Master’s Degree – three (3) years of employment;
- Doctorate Degree – four (4) years of employment.

If the employee does not satisfy the above years of service requirement or separates employment from the town prior to completion of the degree program, then the employee must repay the town on a prorated basis within one (1) year of termination of employment.

ARTICLE 19 - TRAINING

19.1 **General.** Required Training Classes are defined as classes, courses, seminars, certification/ recertification programs, or exercises needed to maintain employment with the Town of Goffstown, EMS recertification, or to advance through the established pay scale steps.

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

19.2 **Availability**

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

19.2.2 If a course is paid for in whole or in part through Federal or State programs, the Town will not pay for such a class, it being the intent of this section to eliminate double payment of any course.

19.3 **Required Training Classes**

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

19.3.2 When an employee registers for a class and does not attend the class by his/her choice, then he/she shall repay the town. Conditions outside of the employee’s control that prevent or interfere with the employee’s ability to attend a class shall not result in the employee having to pay for the class.

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

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

19.4 **Optional Training Classes**

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

19.4.2 All optional training classes must be pre-approved by the Fire Chief in writing to be eligible for payment by the Department. Any optional training classes may be submitted to the Department for payment at the sole discretion of the Fire Chief.

19.4.3 The Fire Chief will give a written response on whether the Town will pay for the class and the percentage that the Town will pay. The payment can be from 0% to 100% solely at the Chief's discretion.

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

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

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

19.4.7 If any required or optional training class is paid for in whole or part through Federal or State programs, then the town will not pay for such a class, it being the intent of this section to eliminate double payment of any course.

19.5 **National Emergency Training Center (NETC)**

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

19.5.2 The Department supports attendance at the NETC.

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

- 19.5.4 Fire Chief approval is required, and decision is non-grievable.
- 19.5.5 Attendance at NETC – Employee shall receive a regular weekly salary while at the school. Department will pay all associated fees (books and materials and room & board).
- 19.5.6 Once an employee is enrolled in a program approved by the Chief, the employee, and the Chief (or his/her designee) will determine a schedule of work to accommodate the employee’s education at the least impact to Department staffing.

19.6 Paramedic Tuition

- 19.6.1 Annually, the Department Head, at their discretion, shall select at least one individual member who voluntarily requests to take part in the attainment of paramedic certification and licensure will be subject to the following:
- a. The Town shall pay the cost of the tuition, books, and supplies for the Paramedic training program. The employees will be allowed to attend this training on shift time and will not have to utilize leave time.
 - b. The Town shall be entitled to reimbursement for the tuition, books, and supplies if the member does not complete the paramedic training program, and/or if the member does not remain in the employ of the Town for a period of thirty-six (36) months from the end of the program. The Town shall forgive 1/36 of the reimbursement by the employee for each month the employee is employed by the Town following the end of the program. After the period of thirty-six (36) months of employment after the conclusion of the program, the Town will not be entitled to any reimbursement. If the member does not successfully complete the program, the member shall be responsible to reimburse the Town for the amount paid into the program for the member for tuition, books, and supplies.

ARTICLE 20 - COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

- 20.1 Upon NHRS-eligible retirement or upon leaving employment after 10 years or more of service to the Town of Goffstown accumulated sick pay will be paid directly to the retiree, at the rate of one hours pay for every two hours sick leave accumulated.
- 20.2 Vacation. Employee shall receive payment for all unused vacation time.
- 20.3 Personal Time. The employee shall receive payment for all unused personal time.

20.4 Retirement: If a member's average final compensation (AFC) triggers a spiking assessment by the NHRS, then that portion of the accrued leave contributing to the spiking assessment will be paid 121 calendar days after the last day of employment.

ARTICLE 21 - RETIREMENT

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

ARTICLE 22 - VACATION & PERSONAL LEAVE

22.1 Vacation

22.1.1 Annual leave shall be accrued in hours each year to be used in the following year. On the first January 1, following the date of hire, new hires will receive a day of vacation (1/5 of an average work-week) for each month worked during the preceding year up to ten (10) days and no less than five (5) days with the time to be taken in that newly beginning year. Upon completion of each calendar year after the initial year in which the employee is hired, the employee will be credited with annual leave each successive January for use in the newly beginning year based on the following schedule:

| Employment Period | Leave | |
|--------------------------|-----------------------------|-------------|
| Second year | Two (2) normal work weeks | (84 hours) |
| Sixth year | Three (3) normal work weeks | (126 hours) |
| Tenth year | Four (4) normal work weeks | (168 hours) |
| Twentieth year | Five (5) normal work weeks | (210 hours) |

22.1.2 The vacation credited for the second year will be credited on the second January 1 on which the employee was employed. The vacation credited for the sixth year will occur on the sixth January 1 on which the employee was employed. The vacation credited for the tenth year will occur on the tenth January 1 on which the employee was employed. The vacation credited for the twentieth year will occur on the twentieth January 1 on which the employee was employed. Variations in work week shall cause pro-ration of annual leave.

22.1.3 Vacation time not used may not be carried forward from one year to the next, except when upon application by an employee, the department head and Board of Selectmen shall have granted an exception to this section. Any vacation time to be taken in excess of eighty-four (84) consecutive work hours for employees shall

be taken at the discretion of the department heads. All requests for vacation leave must be submitted in writing a minimum of 14 calendar days in advance. Vacation approval will be done on a departmental seniority basis when the vacation request is submitted to the Fire Chief in writing between January 1st and March 15th for vacations within the time period of March 15th of the applicable year through March 15th of the following year. Vacation leave requests submitted after March 15th must also be submitted to the Fire Chief in writing and will be granted on a first come first serve basis. Vacation leave requests cannot be canceled without at least 48 hours' notice. The fire chief at his sole discretion can waive the cancellation notice requirement. This decision is not subject to a grievance. Vacation will be taken in blocks of no less than 6 hours. It is encouraged that employees take at least one full week a year as a block.

22.1.4 New hires who are hired prior to July 1st shall have the opportunity to borrow up to 24 hours of vacation time which is typically not available until Jan. 1st to be used after July 1st in their year of hire. After Jan. 1st their vacation time will be reduced by the number of borrowed vacation hours used in the previous year. If they separate from employment prior to Jan. 1st, then the borrowed hours of vacation time will be deducted from their final paycheck.

22.2 Personal Leave

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

22.2.2 Twenty-four (24) hour notice must be given of the intent to use such personal leave unless employee can demonstrate an inability to provide such notice.

22.2.3 All personal days are accrued in one year and available for use in the following year.

22.2.4 Personal days must be taken in blocks of at least two hours each time used.

22.2.5 Each employee who uses zero (0) sick leave days in the first six (6) months of the calendar year, shall be awarded one additional (1) personal day. Each employee who uses zero (0) sick leave days in the last six (6) months of the calendar year, shall be awarded one additional (1) personal day. One (1) day per year shall be allowed as a personal day. Allowing up to a total of three (3) personal days. Days are defined as twelve hours.

22.3 Vacation, Personal Leave and Compensatory Time Black-out

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

- Independence Day
- Thanksgiving Day
- Christmas Day

22.3.2 Employees who work a full shift on any blackout holiday shall receive 12 hours of personal leave to be used by the following July 1st.

ARTICLE 23 - HOLIDAYS

23.1 The following ten (10) days only shall be recognized and observed by the fire department as paid holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Civil Rights Day | Columbus Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Independence Day |
| Thanksgiving Day | Christmas Day |

23.2 All bargaining unit members (except Fire Prevention- see below) shall receive 120 hours of Holiday Pay at straight time each year. The holiday pay shall be issued in a lump sum to bargaining unit members in a check issued on the first pay period in December each year. Employees leaving employ of the Town of Goffstown before that day shall receive a prorated check based on the above listed Holidays.

23.3 Employees scheduled to work recognized holidays shall work those days at their normal wage. Employees, who have been hired to fill shift vacancies, shall be paid appropriate wages for that shift which may include over time and / or adjustments for working out of classification.

23.4 Due to a different work schedule, the Fire Prevention Officer shall receive holiday pay as detailed herein:

23.4.1 When a holiday falls on a Sunday, the following Monday shall be considered to be the holiday.

23.4.2 When a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday.

23.4.3 The employee shall have the holiday as a paid day off at his/her normal hourly rate.

23.5 If there is an unexcused absence on a holiday (as listed in 23.1) by an employee, that employee shall forfeit the right to holiday pay for that specific holiday for that year. Unexcused absences include: absent without leave or sick leave without documentation from physician or medical professional regarding the employee's illness or injury, or that of an immediate family member. The physician's note or documentation must be provided within 7 calendar days of the holiday.

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

ARTICLE 24 - SICK LEAVE

24.1 Sick leave credit shall accrue, in hours, each month. Upon completion of each full month, employees shall be credited with 12 hours of sick leave credit

24.2 Unused sick leave credit may be accumulated up to a maximum of two hundred and seventy (270) hours. Sick leave time used shall not be counted as service time for the accumulation of sick leave credit.

Employees who are initially employed in a temporary status, and who are subsequently appointed to a permanent status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

Sick leave shall be allowed only in the case of necessity and actual sickness, or disability of the employee, or to meet dental or doctor appointments or other sickness prevention measures for the employee. Sick leave, at the discretion of the department head, may be granted for an instance of illness of a member of the employee's immediate family. To receive compensation while absent on sick leave, the employee shall notify his/her department head prior to the time set for beginning his/her daily duties or as may be specified by the department head. A doctor's certificate may be required for absence due to illness in excess of three (3) scheduled shifts or at the discretion of the department head. If the department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, she/he may require a doctor's certificate for an illness of less than three (3) scheduled shifts. Proof of illness or disability may be required at any time

by the Board of Selectmen, department head or division head. Abuse of sick leave privilege may be cause of dismissal. Sick leave shall be recorded regularly in the personnel records. The department head shall review all sick leave records periodically and shall investigate any causes, which indicate abuse of privilege.

- 24.3 **Sick Bank.** Effective each January 1st, employees who have accumulated their two hundred seventy (270) hours maximum sick leave credit may deposit further sick leave credits at the rate of eighteen (18) hours per year into a sick leave bank. This deposit must be made in writing, and will only be credited after the sick leave is earned. An employee is eligible to use all or part of the bank for an illness when an absence due to sickness exceeds their regular accumulated sick leave. Only those employees contributing to the bank will be eligible to withdraw days from the bank.

When the employee has reached two hundred seventy (270) hours of sick time and has chosen in writing to deposit time in the sick bank for the new calendar year, he will be allowed to use up to one hundred and thirty-five (135) hours (as defined) of sick time in each calendar year without losing his eligibility in the sick bank for the following year. When an employee who is in the bank will not have 270 hours as of the following January 1 for that coverage, the employee must receive permission from the Selectmen based upon the unique circumstances of that employee in order to remain in the Sick Bank.

The Sick Bank will provide the difference between an Employee's regular wages and the amount provided by the Short Term Disability plan for 6 months. After the Short Term Plan has run out the sick bank will pay the difference between the Long Term Disability plan and the employee's regular wages.

The Sick Bank's payments will continue until the employee has been placed on long term disability by the Social Security Office and/or NHRS Disability or the Sick Bank's accumulated days have run out.

- 24.4 **Sick Leave Overpayments.** At no time shall an employee earn more than their regular weekly wages when out of work due to disability. Any sick leave overpayment made to employee while awaiting a disability eligibility determination shall be reimbursed by the employee with his/her retroactive disability check, and the sick leave will be credited accordingly.

ARTICLE 25 - COURT LEAVE

- 25.1 The employer shall grant leave with pay to an employee for the period of time that he is required to appear on employment-related matters before a court, judge, justice, magistrate, or other similar body or official.
- 25.2 This provision shall not apply in any instance where the employee is appearing in a capacity adverse to the Town or the interests of the Town. Exception: if the employee

has been subpoenaed to appear, in relation to their job regardless of the outcome of capacity of the employee as a witness, the employer shall grant leave with pay to an employee for the period of time that he is required to appear.

ARTICLE 26 - JURY DUTY

- 26.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. In no case shall the amount exceed a regularly scheduled day at straight time. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment after being excused.

ARTICLE 27 - MILITARY LEAVE

- 27.1 Where it is required that an employee fulfill a military obligation, the Town agrees to pay the difference between the employee's regular pay and the amount received from the military (straight time).

ARTICLE 28 - EMERGENCY/BEREAVEMENT LEAVE

- 28.1 Bereavement leave is for a death in the employee's family. Emergency leave may be granted by the Fire Chief or his designee without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family and such other situations considered meritorious by the Fire Chief or his designee who shall certify allowance or disallowance of the emergency leave sought, this decision is not grievable.
- 28.2 Emergency leave shall be supplementary to and not in restriction of, sick leave, or annual leave as herein provided.
- 28.3 For the purposes of this section immediate family shall be defined as being a spouse, and children of the employee, children of the spouse, grandmother, grandfather, mother, father, sister and brother of either the employee or the employee's spouse, or others at the discretion of the Fire Chief or his designee.
- 28.4 The Fire Chief shall consider the relationship to the employee, timing and location of funeral services and any other relevant information when determining the term of bereavement leave. Chief's decision shall be non-grievable.

- 28.5 If employee needs more time than allowed by the Chief, then employee may use accrued personal or compensatory time.
- 28.6 Bereavement Leave shall be supplementary to, and not in restriction of, sick leave or annual leave as herein provided.

ARTICLE 29 - INSURANCE AND BENEFIT PLANS

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

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

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

PLANS CURRENTLY AVAILABLE

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

The Town of Goffstown pays 100% of the Disability (STD and LTD) and Life Insurance Premiums. Life Insurance coverage equals the employee's base salary and is capped at \$100,000.

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

29.4 **Declination of Health Insurance:** An employee must select at least one health insurance option unless they can demonstrate coverage from another source. Any employee not participating in a town health insurance plan will receive 90% of the employer contribution to the lowest cost health insurance plan at the single person level. Employee can elect to

take all or part as cash, deposit all or part into a 457 Deferred Compensation or 125 Flex Plan.

29.5 Federal/State Laws related to Health Insurance:

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

ARTICLE 30 - WORKER'S COMPENSATION

30.1 All employees under this Agreement shall be covered by Worker's Compensation.

ARTICLE 31 - INDEMNIFICATION

31.1 The Town shall indemnify employees for expenses or damages incurred in the defense or settlement of a claim against the employee which arise out of actions within the scope of official duties or employment provided said actions are taken in good faith.

ARTICLE 32 - SAFETY AND HEALTH

32.1 The Employer and the Union shall fully cooperate in matters of safety and health and sanitation affecting the employees.

32.2 Safety Committee:

32.2.1 There shall be established a Fire Department Safety Committee consisting of three (3) people.

32.2.2 The committee shall be comprised of one full-time non-bargaining unit supervisory employee as determined by the Fire Chief, one member of the bargaining unit chosen by the bargaining unit, and one call officer or firefighter chosen by the call officers. An alternate member may be designated for each member in the same manner as the member was selected.

32.2.3 A meeting quorum will consist of two members.

32.3 The Employer will make available and assume all costs for each member of the bargaining unit to receive proper vaccination against Hepatitis B, in accordance with standard medical recommendations.

ARTICLE 33 - SANITATION, MAINTENANCE AND UPKEEP

- 33.1 The Employer agrees to supply and make available all materials reasonably required in the day-to-day maintenance and upkeep of all fire houses. The Employer further agrees to supply all reasonable items necessary to maintain satisfactory sanitary conditions.

ARTICLE 34 - SAVINGS CLAUSE

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

ARTICLE 35 - MAINTENANCE OF MUNICIPAL PROPERTY

- 35.1 The duties of bargaining unit employees will include ordinary and normal station maintenance at the Town's fire stations as may be required by the Chief.

ARTICLE 36 - PROBATIONARY PERIOD

36.1 **Definition and Purpose**

The probationary period provides the employee the opportunity to become acquainted with the job and learn any necessary skills. Supervisory personnel will be responsible for checking to see that the new employee is learning the duties of the job and is capable of performing them. If at any time during this period it is determined by the supervisory personnel that the employee is not suited for the position for reasons including but not limited to poor work performance and violation of work rules, the employee may be terminated without the same appellate as rights as regular employees.

36.2 **Limitations of the Probationary Period**

No employee of the Town of Goffstown shall be considered regular until the probationary period is successfully completed. New employees will be eligible for all benefits in this Agreement on the first of the month following date of hire. Retirement, Medicare and Worker's Compensation shall begin with applicable time frames as required by these programs. Employees of the Fire Department shall serve an original employment probationary period of twelve (12) consecutive calendar months, which may be extended by the appointing authority as may be required, but not for a period of more than four (4) additional consecutive months.

In cases of original employment by the Town, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any

manner. An employee dismissed during the probationary period from a position to which he/she was promoted, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is validly discharged, as provided in Article 12 of this Agreement.

An employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of appeal or hearing in any matter.

36.3 Probationary Period for Promotions

Bargaining unit members of the Fire Department who are promoted will be required to serve a probationary period of six (6) months in their new position. However, in the event that a probationary Employee does not satisfy their probationary period, they shall be allowed to return to their former position within the unit.

36.4 Temporary Employees

If a full time temporary employee becomes a regular employee in the same job position, the time served as a temporary employee will be considered toward the probationary period for regular employment. Time served as a part time temporary employee will not be considered toward the probationary period.

ARTICLE 37 - DURATION OF AGREEMENT
(3 YEAR AGREEMENT)

37.1 The provisions of this agreement shall be effective upon approval by town meeting and shall continue and remain in full force and effect until midnight, December 31, 2021.

37.2 The parties agree to meet on or before May 31, 2021 to renegotiate this agreement. The parties further agree that this provision shall satisfy any notice requirements in respect to such negotiations, which may be required by the New Hampshire RSA 273-A.


ARTICLE 38 - SEPARABILITY AND EXPENDITURE OF PUBLIC FUNDS

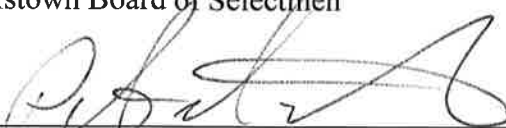
38.1 Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Selectmen, unless and until the necessary specific appropriations have been made. If such funds are not forthcoming, the Selectmen and the Union shall resume negotiations regarding the matters affected.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 12th day of March, 2019.

IAFF LOCAL 3420
Professional Firefighters of Goffstown

TOWN OF GOFFSTOWN, NH
Goffstown Board of Selectmen

By: 
Duly Authorized
Derek Chouinard, President

By: 
Duly Authorized
Peter Georgantas

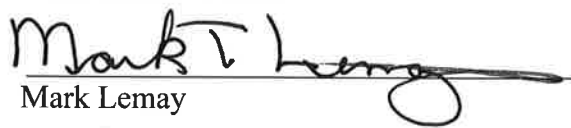

Steve Maffee, Vice President


David Pierce

 3/29/19
Stefan Donahue, Treasurer


Kelly Boyer


Bryan Foster, Secretary

John "Allen" Brown

Mark Lemay

APPENDIX A – SCHEDULE

| Schedule for Full-Time Lieutenants & Firefighters | | | | | | | | |
|--|--------|---------|-----------|----------|--------|----------|--------|---------------|
| Week # | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hours Worked |
| 1 | A | A | B | B | A | A | A | A = 60;B= 24 |
| 2 | B | B | A | A | B | B | B | A = 24;B = 60 |
| 3 | A | A | B | B | A | A | A | A = 60;B= 24 |
| 4 | B | B | A | A | B | B | B | A = 24;B = 60 |
| <i>The plan is a 2 week plan which averages 42 hour work week $[(60+24)/2=42]$; Shift 6:00 AM - 6:00 PM</i> | | | | | | | | |

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