AGREEMENT BETWEEN

HAMPTON BOARD OF SELECTMEN

AND

HAMPTON FIREFIGHTERS, LOCAL 2664
AFFILIATED WITH
IAFF/AFL-CIO

Effective date: April 1, 2012 – March 31, 2014

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The Hampton Board of Selectmen (hereinafter referred to as the "Board" and Hampton Fire Fighters, Local 2664, affiliated with IAFF/AFL-CIO (hereinafter referred to as the "Union") agree as follows:

ARTICLE 1
PURPOSE

The intent and purpose of this Agreement is to: (1) establish certain hours of work, rates of pay and other conditions of employment such as job security, employee rights, seniority, residency, promotions, personnel reduction, equipment safety and fringe benefits; and (2) establish procedures for the resolutions of disputes concerning interpretation and application of this Agreement.

ARTICLE 2
RECOGNITION

Section 1.

The Board hereby recognizes the Union as the exclusive representative and exclusive bargaining agent, for the purpose of collective bargaining, for the employees in the job classification of Permanent Firefighter and Fire Alarm Operator for the Hampton Fire Department. It is specifically agreed by the parties hereto that this Agreement applies only to the above-enumerated positions.

Section 2.

For the purpose of administering the provisions of this Agreement, the Parties specifically agree that all provisions shall apply to the position of Fire Alarm Operator within the Department with the exception of Article 11. Promotions; Article 13. Temporary Service Out of Rank; and Article 31. Lodging.

ARTICLE 3
ASSOCIATION SECURITY

Section 1.

A. Agency Shop. Any Employee who is not a member of the union shall, as a condition of employment, pay a monthly service charge equivalent to the dues and assessments paid by a member to the Union. Employees who fail to meet this requirement shall be discharged.

B. Maintenance of Membership. Each Employee who on the effective date of this agreement, is a member of the Union and each employee who becomes an employee after that, shall, as a condition of employment, maintain membership in the Union, providing that any such employee shall be given the opportunity to withdraw membership during the fifteen (15) calendar days immediately preceding the expiration of this Agreement.

Section 2.

Union members shall have the right to have union dues or a monthly service charge deducted from their regular paychecks. The Town shall submit monthly to the Treasurer of Local 2664 IAFF the dues deducted during the past month, together with a list of the employees

who had dues deducted and the date of such dues deduction. In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union that week. The Union will provide a signed dues deduction authorization to the Town from each member of the Union. The Union agrees to notify the Town in writing of the amount of dues to be deducted from each employee, and notify the Town a month in advance of any change in the amount to be deducted.

Section 3.

Should there be a dispute between an employee and the Union and/or the Town or the Board, relating to any fees required by the Section 1, the Union agrees to defend, indemnify and hold the Town and/or the Board harmless in any such dispute.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSES

Section 1.

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights (such as historically existed prior to the first agreement) to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all operations and services of the Employer; to direct the working forces; to establish the qualifications for employment; and to lay off employees for lack of work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, transfer, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 2.

The provisions of this Article are not subject to the provisions of Article 30, entitled "Grievance Procedure."

ARTICLE 5
EMPLOYEE RIGHTS AND DUTIES

Section 1.

The Board agrees that there shall be no discrimination against any employee covered by this Agreement for membership in the Union, or because of presenting a grievance, or for giving testimony or for taking part in proceedings of the Union. This Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2.

No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Department or other Departments of the Town. This Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3.
Disciplinary matters will be subject to the grievance procedure.

ARTICLE 6
NO STRIKE CLAUSE

Section 1.
Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, picketing of any kind while on duty, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Fire Department, or any other Department of the Town of Hampton during the term of this Agreement. In the event of any such activity, the Board shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

Section 2.
Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1, above, in the opinion of the Board, the Union shall, if requested by the Board, forthwith inform the Board whether or not the activity constitutes a labor dispute.

Section 3.
Under no circumstances will the Board cause, encourage, sponsor or participate in any lockout or transfer of work or threat to transfer unit work to any other Department and person or persons during the term of this Agreement, except that the Board reserves the right to transfer work to any other Department, person or persons and to similarly discharge and replace with a new hiree any Union member who violates Section 1 of this Article. In the event of unauthorized lockout or transfer activity by the Board, the Union shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

Section 4.
Should the Board engage in any activity prohibited in Section 3 above in the opinion of the Union, the Board shall, if requested by the Union, forthwith inform the Union whether or not the activity constitutes a labor dispute.

ARTICLE 7
NEGOTIATION LEAVE

Section 1.
Employees appointed to represent the Union at Union functions shall be granted time off from duty while performing such duties. The employee taking such time off shall be responsible for obtaining coverage for the employee's duties pursuant to Article 16, Exchange of Days Off.

Section 2.
Leave from duty with full pay shall be granted to any individual covered by this Agreement who files a grievance under Article 30, Grievance Procedure, for the purpose of

attending scheduled meetings or hearings related to the individual's grievance, provided the grievant was scheduled for duty at a time simultaneous to the grievant's attendance at the grievance proceeding.

Section 3.

Up to two (2) representatives of the Union who, because of their position, are required to participate in activities related to the grievance procedure adopted under this Agreement, shall be permitted time off from their duties, with pay, providing that the employee was scheduled for duty at a time simultaneous to the employee's attendance at the grievance proceeding.

Section 4.

Leave from duty with full appropriate pay shall be granted to members of the Union's Negotiating Committee, not to exceed three (3) such members and counsel, who attend meetings between the Board and the Union for the purpose of negotiating the terms of an agreement; provided the employee was scheduled for regular duty at a time simultaneous to attendance at such meeting. Negotiating Committee members scheduled for overtime duty at the time of negotiating sessions shall receive no pay, if such members choose to attend the negotiating session. Any refusal or cancellation on the part of such employee to avoid working overtime which does conflict with the attendance at these meetings shall not penalize that member in any way with regard to overtime selection procedures established under this Agreement and by practice.

Section 5.

On duty employees shall be permitted to attend the Union's monthly meetings held at Department facilities. Attendance at special meetings shall be with written permission of the Fire Chief.

ARTICLE 8
PROBATIONARY EMPLOYEES

Section 1.

All new full-time appointees permanently hired for those positions covered by this Agreement shall serve a probationary period of one (1) continuous year from the date of hire. A continuous period of temporary full-time employment with no break in service up to the date of permanent hire shall be counted as part of the one-year probationary period. All full-time personnel who have satisfactorily completed the probationary period shall be known as permanent.

Section 2.

The Town has the right to discipline and/or discharge a probationary employee without recourse by the Union.

Section 3.

All probationary employees shall have a monthly written evaluation signed by the employee's officer and the employee. The evaluation shall become part of the employee's permanent personnel record.

ARTICLE 9
RESIDENCY

Section 1.

All employees covered by this Agreement may continue to reside at their present address, provided, however, that if they move, any new residence must be within fifteen (15) miles of Station 2 located on Winnacunnet Road.

Section 2.

All new employees hired on or after the effective date of this Agreement shall live within said fifteen (15) mile radius.

ARTICLE 10
SENIORITY

Section 1. DEFINITION:

A. Seniority for full-time employees, covered by this Agreement, shall be defined as the period of full-time employment with the Town in the work covered by this Agreement except as broken in accordance with Section 4 of this Article.

B. In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.

Section 2. SENIORITY LISTS:

Within thirty (30) days after the signing of this Agreement, and by January 1st each year thereafter, a list of full-time employees as covered under this Agreement, arranged in order of their seniority, shall be posted in a conspicuous place at Headquarters and Station 2, and a copy furnished to the Union. Claims for corrections to such list must be made in writing to the Chief or the Chief's designated agent within ten (10) days after such posting, and, after such time, the list will be regarded as correct. If, during the period between posting, any changes occur that affect the seniority status, a new and revised list shall be posted as soon as possible.

Section 3. USE OF SENIORITY LIST:

A. All new employees covered by this Agreement, shall be hired for a probationary period as in Article 8 and may be dismissed, without protest by the Union, during such probationary period. However, the Town may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the probationary period, such employees shall be placed on the seniority list as of their date of hire.

B. Preference shall be given to employees in the order of their seniority in:

1. The selection of vacations from the vacation schedule.
2. Sick leave fill in.
3. Recall to work after lay-off, provided that such employees are, in the opinion of the Chief of the Fire Department, available and have the necessary qualifications, skill, ability, and physical fitness or can obtain same within ninety (90) days, to perform the work required.
4. Bidding of transfers. In the event of a job opening, due to the promotion, transfer, demotion, retirement or demise of an employee, which can be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

    a. All positions to be filled by lateral transfer shall be posted on the bulletin boards at Headquarters and at Station 2 for a period of at least fourteen (14) days. Such position shall be considered open for written bid for this 14-day period.
    b. In the event more than one (1) employee submits a written bid to the employer for the position, the position shall be filled by the bidding employee with the greatest seniority, unless staffing needs of the department dictate otherwise.
    c. In the event no bid is received from the posted position, the Chief has the right to offer the position to any employee.
    d. If the senior bidding employee is denied the transfer, the employee shall receive the reasons therefore in writing within ten (10) days of the award of the transfer.

C. In the event of a recall to work after layoff, notices of recall to work shall be sent by certified or registered mail or telegram to the qualified employee's last known address as shown on the Town records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar days' notice, excluding Saturdays and Sundays, to report to work. In the event a recall is necessary on less than five (5) days' notice, the Town may call upon the laid off employees, either personally or by telephone, until an employee, who is qualified and able to return to work immediately is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed five (5) days, and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report for work at the end of said five-day period. Qualified employees who have been given notices to report for work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said five-day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does report

within the five (5) days set forth herein, then the employee shall retain seniority status and be entitled to another notice of recall.

Section 4. Loss of Seniority

A. Seniority shall be broken only by:

1. Discharge.
2. Voluntary Quit.
3. Failure to respond to a notice of recall as specified in Article 10, Section 3c.
4. Unauthorized leaves of absence in excess of three (3) consecutive calendar days.
5. Overstaying an authorized leave of absence.
6. Giving a false reason for a leave of absence.
7. Remaining on involuntary layoff for more than twenty-four (24) months.

B. Any employee who is absent because of proven illness or injury shall maintain seniority for a period of twelve (12) months after which said employee's seniority shall be broken.

C. An employee injured in the line of duty shall lose seniority after twenty-four (24) months' absence.

Section 5. Conflicts with Article

Any employee who feels discriminated against as a result of action taken by the Town under Sections 2, 3, and 4A, (Items 4, 5, 6 and 7) and of this Article shall be entitled to utilize the Grievance Procedure set forth in Article 30 of this Agreement.

ARTICLE 11
PROMOTIONS

Section 1.

The Town Manager shall provide for promotions by competitive examinations, which shall include a combination of written and oral tests as a prerequisite to promotion to any position in the Department covered by this Agreement. Such tests shall be based as nearly as possible on the normal operating procedures of the Department and knowledge of equipment and fire science. Notice of such examinations shall be posted in Headquarters and Station 2 at least thirty (30) calendar days in advance of the date fixed for the examination.

The examination process shall be handled solely by the New Hampshire Fire Standards and Training office with all scores to be held by them and not released until the process is completed. At that time the Town and each candidate will be notified as to the final scoring.

The several components of the examination process shall be provided the following weight:

Written Examination – 60%
Oral Examination – 40%

Section 2.

Subject to the provisions of Sections 3 and 4 of this Article, all promotions for positions covered by this Agreement including the rank of Lieutenant, Fire Prevention Officer, and Fire Inspector shall be made from among permanent members of the Department provided that:

A. An examination is required due to a vacancy which may exist;
B. Only members of the Department who have had a minimum of four (4) years experience as a full-time firefighter in the Department may sign up to take the examination which they must do within the time period specified in the announcement;
C. Members of the Department, taking the examination, have obtained a score of at least seventy percent (70%) on each separate phase of the exam.

Section 3.

The Town Manager shall establish eligible lists for promotion to each position, upon which lists shall be placed the names of successful candidates in the order of their excellence in the respective examinations. These lists shall be discarded and re-established every two (2) years. Each applicant who has applied for promotion shall have added to the applicants examination score, which shall be based on one hundred (100) points, one-half (1/2) point for each completed year of service through the tenth (10^{th}) year to a maximum of five (5) points, provided said applicant has received a final passing examination score in accordance with Section 2 C above.

Section 4.

The Town Manager shall promote only a person standing among the highest three (3) of those on the appropriate eligible list for a vacancy.

The decision of the Town Manager shall be final and is not subject to the Grievance Procedure outlined in Article 30. If there are less than three (3) employees eligible for promotion as the result of passing an examination referred to above on the eligibility list, that list shall be discarded and the Town Manager shall, if a vacancy exists and the Town decides to fill same, establish a new list of employees eligible for promotion in accordance with the provision of the preceding sections of this Article, provided, however, that if no one passes a competitive examination given in accordance with Section 1 of this Article, the Town Manager may fill a vacancy in the rank of Lieutenant and Fire Prevention Officer with a person who is not a member of the Department, provided that person has had at least four (4) years' experience as a full-time firefighter.

Section 5.

Any eligible employee who is on the list of eligible candidates, who is passed over for promotion, shall receive a written report from the Town Manager, within ten (10) working days, stating the reason(s) for such action.

Section 6.

Should a vacancy exist in the rank of Lieutenant due to termination, voluntary quit, extended layoff, illness or leave of absence, the Chief may, in the Chief's discretion, recommend and the Town Manager may temporarily assign an employee who is eligible for promotion to the position of Acting Lieutenant for a period not to exceed thirty (30) days.

Section 7.

In the event that any employee of this Bargaining Unit fails promotion during the probationary period, the employee shall be returned to the position the employee held prior to such promotion. It is understood that Local 2664 will remain the representative of any employees promoted from this Bargaining Unit until the termination of the probationary period when the employee is made permanent in the new position.

ARTICLE 12
PERSONNEL REDUCTION

Should the Board decide to reduce the Department Personnel covered by this Agreement, the employee with the least seniority in the Department shall be laid off first and rehired in the inverse order of layoff in accordance with the procedure in Article 10, Section 3C. No new employees shall be hired until all employees who have been laid off for twenty-four (24) months or less have been given an opportunity to return to work.

ARTICLE 13
TEMPORARY SERVICE OUT OF RANK

Section 1.

Members of the Department, covered by this Agreement, who are required to assume the duties and responsibilities of a higher rank, shall be compensated at the salary step in the Lieutenants' Salary Schedule which is at least five percent (5%) above the assigned Firefighter's present salary.

Section 2.

Members of this Agreement who take on additional responsibilities within the Department, those assignments normally assigned to officers of the Department, (for example: self-contained breathing apparatus maintenance) shall have the additional assignments and responsibilities considered as a Temporary Service Out of Rank (TSOR) assignment. The Member shall be compensated at the rate as stated above for the total amount of time performing those duties.

ARTICLE 14
HOURS OF WORK

Hours of work shall be a normal work week consisting of forty-two (42) hours in twenty-four (24) hour shifts, over an eight (8) week cycle. The shift configuration shall be 24 hours on duty followed by 48 hours off duty, followed by 24 hours on duty, followed by 96 hours off duty.

ARTICLE 15
OVERTIME

Section 1.

Any person covered by this Agreement, required to work more than an average of forty-two (42) hours per week over an eight (8) week cycle shall be compensated at the rate of one and one-half (1 ½) times the following rate. The rate shall be calculated by the following formula, annual salary + longevity + educational incentives divided by fifty-two (52) weeks divided by forty-two (42) hours multiplied by one and one-half (1 ½). Overtime shall be paid for actual time worked to the nearest quarter hour. Paid absences shall be counted in determining whether or not an employee has worked more than an average of forty-two (42) hours per week over an eight (8) week cycle.

Section 2.

It is expressly understood that Private Duty is not subject to these overtime provisions. In addition, all formal training, including medical training will be compensated at the individual Firefighter's overtime rate, set forth in Section 1 above.

Section 3.

Any person covered by the Agreement called back to work during off-duty shall be guaranteed a minimum of two hours work. Hours annexed to the beginning and end of the employee's shift shall not be considered a call back to work.

Section 4.

Extra shifts and details may be canceled with no less than twenty-four (24) hours notice to the Department.

Section 5.

A volunteer for overtime shall be sought from the list of Firefighters, which shall be completely depleted until such volunteer shall be found. Failing to find a volunteer through the use of the Firefighters' list, the employer shall require a Firefighter or Firefighter/ Paramedic to work the overtime. At the minimum, there shall be the regular standard shift configuration to include at least one Paramedic.

ARTICLE 16
EXCHANGE OF DAYS OFF

Section 1.

Permanent and Probationary members of the Department, such as covered by this procedure:

A. Employee requesting the exchange shall fill out swap time slip properly and have it signed by the Shift Officer of the day.

B. Shift Commander shall put one-half of the slip in the proper file and staple the other half to the proper page of the office desk calendar.

C. The person exchanging the day(s) off is responsible for the coverage, not the employee requesting the exchange.

D. The Chief or the Chief's designated agent shall decide if the person agreeing to the exchange is qualified to cover the position.

E. Exchange of days off will not be permitted for outside work.

F. Exchange of days off is a privilege granted by the Town, and may be revoked on an individual basis at any time if misused or abused.

Section 2.

It is expressly understood that exchanges of days off are not subject to the overtime provisions of Article 15.

ARTICLE 17
HOLIDAYS

Section 1.

The following days shall be considered paid Holidays.

New Year's Day
Civil Rights Day
President's Day
Memorial Day
Independence Day
National Election Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2.

In lieu of payment for each holiday, all permanent members of the Department, covered by this Agreement, shall receive two (2) additional weeks pay, payable the first payday in December, whether the employee has worked the holidays or not. One additional days pay will be paid in the year of the Presidential Elections.

Section 3.

If a permanent member leaves the employment of the Town, the member shall receive payment for all holiday pay due, up to the time of termination.

ARTICLE 18
VACATIONS

Section 1.

A vacation shall be defined as a seven-day period from Sunday through Saturday. Vacations shall be earned in accordance with the following schedule:

A. After one (1) through five (5) years of continuous service – two (2) weeks (One of which may be taken after six (6) continuous months of service).

B. Six (6) through ten (10) years of continuous service – three (3) weeks.

C. Eleven (11) years or more of continuous service – four (4) weeks.

D. Notwithstanding the foregoing, employees hired prior to April 1, 2012, shall receive the following additional vacation time.

Sixteen (16) years of service – 4 weeks and 1 shift
Seventeen (17) years of service- 4 weeks and 2 shifts
Eighteen (18) years of service – 4 weeks and 3 shifts
Nineteen (19) years of service – 5 weeks plus one (1) shift for each year above nineteen (19) up to a maximum of six (6) vacation weeks.

Additional shifts earned in years 16, 17, 18, 19, 20, 21, 22 and 23 shall be defined as the employee's choice of either a ten (10) hour shift or fourteen (14) hour shift.

Vacation must be taken in the year that it is earned or it will be lost for that year; except that up to two (2) weeks may be carried over upon written request to the Chief and written approval of the Chief. Any request for a vacation carryover must be made to the Chief no later than October 1st.

A vacation week shall be defined as 2 twenty-four (24) hour shifts. Vacations may be taken as single shifts or in any combination. Employees may take vacation in hourly increments at a minimum of four (4) hours. No person shall be permitted to work assigned or scheduled duty for the Town while on vacation.

Section 2.

Vacation time may be taken at any time during the year. Requests for all vacation must have the prior approval of the Fire Chief, and an employee should request such vacation two (2) weeks prior, however an employee may opt for same day vacation requests. Notice for same day vacation requests shall be in accordance with the Department's sick leave policy.

Section 3.

The vacation selection list shall be posted at both Stations on January 1st of each year.

Section 4.

Seniority, on a rotating basis, shall be used to determine vacation coverage.

ARTICLE 19
SICK LEAVE

Section 1.

Sick leave shall be earned at the rate of ten (10) hours for each month worked, accumulated to a maximum of one thousand (1,000) hours. Employees who have more than one thousand (1,000) hours accumulated on the effective date of this contract shall retain and be permitted to maintain their accumulated hours, but shall not exceed said accumulated hours. Upon voluntary quit (after five (5) years continuous service), the Board will pay to the individual an amount representing twenty-five percent (25%) of the accumulated unused sick leave at the time of the voluntary quit. Upon retirement the Board will pay to the individual an amount representing one hundred percent (100%) of the accumulated unused sick leave. Said amount shall be payable to the employee by the Town on the Business day following the next regular Town Meeting.

Section 2.

The Town may require a physician's statement if an employee is on sick leave for more than three (3) days.

Section 3.

A) The Town shall create and maintain a Town Wide Sick Leave Bank to be used by all employees of the Town herein referred to as "The Bank".

B) All employees covered by this agreement shall be allowed participation in The Bank and shall contribute 1 hour per month of their personal sick leave into The Bank.

C) If there is a negative balance in The Bank, the number of hours to be contributed monthly per contributing employee shall be increased to the accelerated rate of four (4) hours per employee, per month, until the Sick Bank balance again becomes positive.

D) In the month following the first month in which the Sick Bank has a positive balance of hours as a result of additional donations, the monthly contribution of each contributing employee shall drop back to one (1) hour per month, per employee unless and until the balance of hours in the Sick Bank again drops into a negative balance.

E) At any point when the balance of hours in the Sick Bank hits the level of twelve hundred (-1,200) hours or higher in the negative, all grants of hours including those current shall stop until the deficit is less than twelve hundred (-1,200) hours in the negative.

F) Any sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank.

G) Bank Administration Board – A board shall be appointed to administer the Bank, which shall oversee the assignment and development of rules of the bank. It is understood that the very first order of business shall be to develop and place in writing rules surrounding an employee not maintaining a minimum 160 hour sick leave balance. The board shall consist of seven members, a singular member appointed from each union of the Town and a member representing the Town appointed by the Town Manager. Nothing contained here shall prevent this board from mutually presenting items and issues to the Town and the Collective Bargaining Units regarding any issue that may arise that is not addressed herein. It is implied that these issues can be addressed through memorandums of understanding and shall be affixed to the Agreement.

H) Bank Review Panel – In addition to the Bank Administration Board, it is expressly understood that there shall be a thorough review done by a panel of twelve members, which shall be comprised of one (1) representative from each of the Town Unions appointed by the respective union and a management representative appointed by the Town Manager from Police, Fire, Public Works, Recreation, Town Office and the Town Manager's Office. The sole purpose of this Board shall be to convene on or about April 1, 2005 for the purpose of examining the impact of the sick leave offset portion of the current work agreements for the past two years. This Panel shall return a written report no later than October 1, 2005 to the Town of Hampton and the respective Unions, which shall be available for discussions by the parties in the next Union negotiations.

I) The Town shall keep records published to Union which shall include but not be limited to the total number of hours, the number of participants, any member participating in the bank, and other pertinent information which effects the bank. Should the bank run out of time then the Town will keep records of the negative balance and the monthly contributions will be posted against that negative balance.

J) The bank shall be deemed fully funded when the total number of hours in the bank is ten thousand (10,000), at which time contributions to the Bank will cease. Contributions will resume as needed to maintain the 10,000 hours.

K) There shall be no calculation made by the Town as to the value of each given hour in the Bank. Hours as needed shall be given to an employee regardless of that employee's hourly rate or time and one-half rate. An hour is an hour regardless of that employee's pay or benefits.

L) Should a person leave the employment of the town and have an accrued sick leave balance that is not reimbursable to the employee then that balance shall be forwarded to the bank and increase the bank balance accordingly.

M) Any new employee shall make their one hour per month contribution to the bank once they have accumulated a forty-hour (40) balance.

N) Employees shall be entitled use of The Bank hours within the following guidelines and limits:

1) The employee has an illness or injury that is not work related and has placed the employee out of work for a period of sick leave longer than one hundred sixty (160) hours.

2) The employee has used one hundred sixty (160) hours of his or her own personal accumulated sick leave. At that time the employee will draw sick leave from the bank.

3) In the event that an employee does not have one hundred sixty (160) hours then the employee shall draw their sick leave down to a negative balance, then the Bank will be activated provided all of their personal and vacation leave has been used.

4) Each separate occurrence will require the employee to use one hundred sixty (160) hours of his or her own sick leave before time is withdrawn from the Bank.

5) At no time will an individual be expected to reimburse the bank for any time used from the bank other than the one (1) hour per month contribution.

6) Employees shall be allowed to use not more than one year of assets from the Bank after the 160 hours have been met. At the end of one (1) year if the employee is still sick then they may remain on leave using their current balance of their personal sick leave account as mentioned in Section 1 of this Article.

7) All contributions made to the Bank shall be the property of the Bank with no value assigned to individual employees with regard to contribution(s). Said property of the Bank is intended to be distributed to an employee who meets the aforementioned criteria.

8) Employees out on sick leave using Bank assets shall continue to accrue Sick Leave as referenced in Section 1. The one hour per month contribution shall continue to be contributed to the Bank as long as the employee accrues time. Any Sick hours accrued by an employee while the employee is out of work and drawing hours from the Bank will be deposited into the Sick Bank.

9) Employees who have been out of work drawing hours from the Sick Bank, but return to work, will not be eligible to use further Sick Bank hours until their time back at work equals or exceeds the amount of time they received from the Bank during their latest time out of work.

10) There shall be lifetime (during the period of active employment with the Town) caps upon an employee's drawing of hours from the Sick Bank as follows: 0-10 years (meaning the completion of the 10th year) – 52 weeks; 11-20 years (meaning the completion of the 20th year) – 52 weeks; 21 + years – 52 weeks. These caps are cumulative and can be waived by the Sick Bank Board to address extraordinary circumstances.

Section 4.

The value of the hours sold to the Town can be used to purchase one or more of the items listed below. The cost of the distribution option selected by the employee cannot exceed the dollar value of the sick leave hours being sold back to the Town. Election forms that list distribution options that exceed the value of the hours sold back will be returned to the employee for revision. Such employees will have seven calendar days to return the revised form to the Finance Department.

1) An Employee shall have a balance of 400 Hours of sick leave accumulated by September 1st.

2) After accumulation of four hundred (400) hours the employee can, at the employee's option sell back to the Town any unused annual hours accumulated during that year.

3) Employees wishing to take advantage of the sell back program must declare their intentions to sell back time. The Employee shall declare the number of hours and the Town shall take that number and multiply it by the hourly rate of the individual employee. The total amount shall be indicated to each employee in writing by September 15th of that year. By October 1st of that year the employee shall notify their respective Department of their wishes of this hour/dollar amount. Each employee must state the number of hours they are selling back and list in writing which distribution option is being selected. The Town shall buy back time at the employee's current hourly rate.

4) The value of the hours sold to the Town can be used in any of the following combinations.

   a. Purchase the employees annual contributions to Health Insurance, Dental Insurance, Short Term, Long-Term Disability Insurance, AFLAC Insurance or life insurance. It is understood that if an employee opts to fund insurance programs they must fund the entire amount (i.e. currently the employee contributes 10 percent of the annual premium of the health insurance policy). Thus if the employee opts to fund their share of the insurance they must fund the entire 10 percent.

   b. Make contributions to the employee's Individual 457 Tax Deferred Retirement Plan.

c. The hourly amount shall be available to the employee to be used as vacation in the following year. Hours shall be counted 3 for 1 so that an employee turning back 90 hours shall be given an additional 30 hours of vacation at a time of the employee choosing. The cap on additional vacation shall be no more than one week of each employee's typical vacation. This vacation time may be carried over if approved and it shall be reimbursable upon retirement or quit with other vacation or sick leave.

d. In the case of Employees that have reached their cap, as outlined in Article 19 entitled "Sick Leave", if no response is made by October 1st then the hour/dollar amount over the employees cap shall be turned into the Bank, and no action shall be taken. The employee's sick leave shall revert to the cap amount and a new calculation year shall begin.

ARTICLE 20
SICK LEAVE COVERAGE

Section 1.

If a vacancy occurs in any position covered by this Agreement because of illness, and the Chief or the Chief's designated agent feels the shift should be covered, employees will be called in order of seniority regardless of residency until the shift is covered. Should another vacant shift have to be filled, the next employee on the list will be called and so on down the list to the senior employee again.

Section 2.

The firefighters shall not be permitted to fill in for officers unless officers are not available, and then only with approval of the Chief or Deputy.

ARTICLE 21
INJURY LEAVE

Section 1.

The Town shall provide Workers' Compensation Insurance for all employees of the Town as prescribed by State Statutes.

Section 2.

When a person is absent from duty after sustaining a personal injury or illness arising out of and in the course of an employee's employment, the employee shall be paid full base pay, less the amount of Workers' Compensation received for a period not to exceed one (1) year. If payments have been made by the Town prior to the final determination as to whether or not the injury or illness rose out of and in the course of an employee's employment and that employee is ultimately found not to be eligible for Workers' Compensation insurance benefits, said employee shall reimburse the Town for the amounts paid by using any unused accrued sick leave. If that employee has any unused accumulated sick leave which has been earned in accordance with Article 19, entitled "Sick Leave", such sick leave shall be reduced by such amounts which may have been paid to the employee at that employee's hourly rate. In no case shall the combination of Workers' Compensation payments and the differential paid by the Town equal more than one hundred percent (100%) of the employee's regular net rate of pay.

Section 3.

If an incapacity, either service connected or non-service connected, continues for more than thirty (30) days, the Fire Chief may order a complete physical and/or mental examination by two or more reputable physicians designated by the Town. If the report of their examination shall prognose the injury or illness as one which permanently incapacitates the person, the Town shall make application for disability retirement under the provisions of the New Hampshire Firemen's Retirement Law.

Section 4.

The Chief, at the Chief's sole discretion, and if such a position exists, may provide light duty assignments to any member covered by this Agreement who is injured off duty and who requests such assignment. The length of said assignment will be at the sole discretion of the Chief; however, if a position exists, the assignment shall not be unreasonably denied. Any employee assigned to a less strenuous position due to health or disability shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to the employee's normally assigned position.

Section 5.

A program of light duty shall be made available within the Fire Department for bargaining unit members out of work on Workers' Compensation leave. To the extent that the available light duty assignment, consistent with the employee's capabilities as determined by the treating physician, requires a change to the employee's work hours and/or work schedule, the provisions of Article 14 of this Agreement shall not apply. Light duty assignments shall be temporary.

Section 6.

In the event a member covered by this Agreement files an appeal on a Workers' Compensation claim which has been denied by the Town or its appropriate insurance carrier and said member is successful in the overturning of said denial, the Town shall reimburse the member for the costs of attorney's fees, personal time, professional witness fees and records production, associated with the appeals process.

ARTICLE 22
HEALTH INSURANCE

Section 1.

The town shall, for employees covered by this Agreement, pay the premium for the family, two-person or single person hospital-medical insurance plan covering Town employees. In case both a husband and wife are employed by the Town, the Town shall only pay a single-person, a two-person, or family plan for one spouse. It is understood that, at the present time, the Town is obtaining hospital-medical insurance coverage from Blue Cross/Blue Shield through the New Hampshire Municipal Association (NHMA) Health Insurance Trust; however, the Union specifically agrees that the Town may, in its sole discretion, obtain such insurance from a different insurance carrier, provided the benefits are comparable with those of the present plan.

Section 2.

If any employee withdraws from coverage under the Town's hospital-medical insurance plan, the employee shall receive a yearly payment of:

a. $500.00 if the employee received single coverage;
b. $750.00 if the employee received two-person coverage;
c. $1,000.00 if the employee received family coverage.

Payment shall be made on December 1 of each year for the preceding year or prorated for any portion thereof. Employees not on the Town Plan as of the effective date of this Agreement shall receive a $500.00 yearly payment in the manner stated above.

Section 3.

The Town agrees to pay ninety percent (90%) of such sums as are necessary each month for each full-time employee to maintain single person, two person, or family coverage through Matthew Thornton HMO MTB15IPDED-R3/15M$1. Employees shall pay the remaining premium for the plan through payroll deductions from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

Employees wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R$10/20/45 may do so with a Town contribution of eighty-five percent (85%) of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

Employees wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R$3/15M$1 may do so with a Town contribution of eighty-five (85%) percent of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

Employees wishing to secure other coverage available through NHMA Health Insurance JY M$1 or other Blue Choice BC3T5RDR-R $3/15/M1 may do so with the Town contributing an amount not to exceed the equivalent of eighty-five (85%) percent of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage in the Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R$3/15M$1 plan. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

The Town also agrees to pay ninety (90%) percent of such sums as necessary each month for each full time employee to maintain single person, two person or family dental insurance Delta Dental Option 1 coverage as provided by the Town. Employees shall pay the remaining premium through payroll deduction from each paycheck.

The Town shall establish a health insurance deductible reimbursement pool funded annually at the rate of $350 per employee for full time employees that enroll in Matthew Thornton HMO MTB15IPDED-R3/15M$1. Each such employee with eligible deductible expenses will be initially reimbursed up to $350.00 for each deductible expense upon submission

of documentation indicating a deductible has been incurred or has been paid. On the last day of the fiscal year, any money remaining in the pool shall be divided on a pro rata basis among those employees who have not yet received full reimbursement of any deductible expenses paid or incurred during the then current contract year. The residual pool funds shall be distributed no later than 15 days after the end of the fiscal year. Employees are obligated to inform the Finance Department of any deductible expenses no later than five (5) days after the end of the fiscal year.

Section 4.

Eyeglasses will be replaced only if broken on duty, after substantiation.

Section 5.

The parties agree to jointly participate in a unit or Town wide health insurance task force which shall be a collaborative effort to seek reductions in health insurance costs. The Task force shall commence its work within two (2) weeks following the approval of the execution of this contract. The objectives of the task force shall be to:

1. Examine the current rating structure with a view towards examining alternative rating structures;
2. Actively participate in the CHOICE program;
3. Immediately commence training by New Hampshire Municipal Trust's Wellness staff for the self-care and wellness programs, including health screenings;
4. Develop and participate in programs available to educate and encourage employees to become better health care consumers;
5. Examine health care information with a view towards managing that information to identify significant or serious health concerns with the bargaining unit and Town
6. Examine benefit coordination amongst health care providers in an effort to reduce chargeable expenses to the Town's health insurance carrier.

Section 6.

The Town shall transfer a weekly pre-tax contribution from wages (i.e. employee contributions) for each NH Retirement System employee covered by this Agreement to the retiree medical trust designated by the Union an amount of $30.00 per employee, effective on a date to be determined by the Union. The purpose of this trust shall be to provide reimbursement for retiree health and welfare expenses. The trust shall be and remain separate and apart from any Town health insurance funding program, unless changed by mutual agreement of the parties to the agreement. These contributions shall be included as salary for purpose of calculating pension benefits. There shall be no employee election to take the amount in cash.

Transfer of Sick and/or Vacation Leave Cash out to Retiree Medical Account

Upon retirement of an employee, the Employer shall transfer into the retiree medical trust referenced above; an amount equal to fifty (50%) percent of the value of the employee's accumulated sick leave and/or vacation leave cash out. The Employer shall transfer the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health and welfare insurance premiums or health expenses. These contributions shall be included as salary for purpose of calculating retirement benefits. There shall be no employee election to take these transfers in cash.

The Town hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth above.

ARTICLE 23
LIABILITY INSURANCE

Section 1.

The Board shall, during the term of this Agreement, to the extent of its ability to obtain same, continue liability insurance on all employees. It is understood that the Town will defend and indemnify any person in the event that litigation may exceed the amount of coverage that the Town may have.

Section 2.

Time spent in preparation or in court by any person pursuant to any litigation in which that person is involved pursuant to the employee's duties with the town, as noted in Section 1, shall have such time considered as on-duty time in service.

Section 3.

If any claim is made, or any action is commenced against a present or former member of this Bargaining Unit seeking equitable relief or claiming damages by reason of any act or omission constituting a violation of the civil rights of any person under Federal Law, if such act or omission is not committed with malice, or by reason of any other act or omission made in good faith for which such present or former member is held liable for civil damages, and if such act or omission was in the scope of such present or former member's employment or office, and if such member shall request the same, the Town will reimburse such member or former member for any personal financial loss and expense, including reasonable legal fees and costs not compensated for by such insurance as may be procured by the Town or by the member or former member's own insurance.

ARTICLE 24
BEREAVEMENT LEAVE

Section 1.

Special leave of three (3) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of death of the employee's:

Spouse or Significant Other	Sister
Father	Brother
Mother	Child or Step-child
Father-in-Law	Mother-in-Law

Relative domiciled in the employee's household

Section 2.

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of the employee's:

Grandchild	Sister-in-Law
Grandmother	Aunt
Grandfather	Uncle
Brother-in-Law	

Section 3.

Under extenuating circumstance, two (2) additional days with pay may be granted under Sections 1 and 2 above, with the written approval of the Chief.

ARTICLE 25
TAX DEFERRED RETIREMENT CONTRIBUTION

The Town agrees to effect a change in the manner of payment for all unit employees so that the employee's contribution to the New Hampshire Retirement System may be tax deferred. The Town shall take all the steps necessary to effectuate this program.

ARTICLE 26
UNIFORM ALLOWANCE

Section 1.

The Town shall provide uniforms and/or dry cleaning services up to the amount of the annual uniform allowance for all full-time personnel covered by this Agreement, regardless of when the employee enters the Department in the amount of Seven Hundred Dollars ($700) per year. Uniforms shall consist of those items as the Town may require, including the following items:

Dress Hat

Three (3) sets of work uniforms (shirts, pants)

One (1) pair of black, plain-toe shoes

West Point wind-breaker, or black uniform jacket, or winter uniform jacket

The chief shall authorize all necessary clothing repairs.

Uniforms and dry cleaning services shall be provided only through vendors designated by the Department.

The employee shall receive the annual uniform allowance in the form of uniforms and/or dry cleaning services only, the employee shall not be paid the annual uniform allowance. Both parties agree to work toward the implementation of informal uniforms.

Section 2.

The Town shall provide the following protective clothing to each member of the Department covered by this Agreement.

One (1) Leather Helmet with eye shield

One (1) set of Turnout Clothing that is made of PBI Kevlar with Gortex lining (that meets or exceeds NFPA 1500 and the Project Fires Study done by the IAFF)

Two (2) pairs of nomex gloves, either Firecraft or another brand (that meets or exceeds the above standards mentioned in protective clothing) at the option of the employee.

One (1) pair of long boots and one (1) pair of short boots

One (1) pair of wool mittens with liner

One (1) Blue Watch Cap

One (1) Sunlance light (hand light) or equivalent

One (1) Self Contained Breathing Apparatus face piece

Protective clothing damaged during emergency operations or training will be replaced by the Town in a reasonable period of time.

It is expressly understood that the Chief or Chief's designee shall buy only top quality protective clothing and that factory seconds shall not be purchased or issued to a member covered by this Agreement without the prior consent of the affected member.

Section 3.

Class A Uniforms shall not be required by the Town.

Section 4.

The Town shall provide at each station for the use of members, as needed, one (1) medium, one (1) large, and one (1) extra large spare set of turnout clothing.

ARTICLE 27
PRIVATE DUTY

Section 1.

Private details are those which are not considered as public employment by the Town Manager; that is, supported by local property tax dollars. All private details will be paid a minimum of four (4) hours at the individual's time and a half rate.

Section 2.

Private details may be canceled with no less than twenty-four (24) hours' notice to the Department except in the case of unexpected illness or emergency, in which event private details may be canceled with three (3) hours' notice to the Department.

ARTICLE 28
VEHICLE MAINTENANCE

Section 1.

No employee shall be required to perform any major mechanical repairs to the apparatus. Physical assistance shall be required of all persons when requested by the Chief or Chief's designated officer for major mechanical repairs. The sole responsibility for equipment and apparatus maintenance is vested in the Chief or Chief's designated officer.

Section 2.

No employee covered by this Agreement shall be required to operate equipment which, in the opinion of the Chief's designated officer is unsafe provided (1) the Chief of Deputy Chief are notified as soon as the Chief's designated officer determines that any such equipment is unsafe, and (2) the Chief or Deputy Chief agrees any such equipment is unsafe and should not be operated.

ARTICLE 29
SALARY SCHEDULE

Effective April 1, 2012, the Town agrees to a one-time advancement of all employees to the step they would have been on had the parties not been at impasse since 2006. There shall be no retroactive payments. The pay scale, as shown below, shall be used which includes elimination of the start step and a 1.0% increase to steps on April 1, 2013.

Section 1.

Annual salaries for permanent Firefighters covered by this Agreement shall be as follows:

Step	April 1, 2012	April 1, 2013
Start	39,345.65	39,739.11
1 year	40,329.29	40,732.58
2 year	41,312.93	41,726.06
3 year	43,378.58	43,812.37
6 year	45,547.51	46,002.99
12 year	47,824.89	48,303.14
18 year	50,216.13	50,718.29

Section 2.
Annual base salaries for permanent Fire Alarm Operators covered by this Agreement shall be as follows:

Step	April 1, 2012	April 1, 2013
Start	32,397.97	32,721.95
1 year	33,207.92	33,540.00
2 year	34,017.86	34,358.04
3 year	35,718.76	36,075.95
6 year	37,504.69	37,879.74
12 year	39,379.93	39,773.73
18 year	41,348.93	41,762.42

The salary of Fire Alarm Supervisor will be increased by twenty-five cents ($0.25) per hour above the regular rates provided herein.

Section 3.
Firefighters covered by this Agreement shall be assigned the following progressive classifications and have their base yearly salary increased by the appropriate percentage.

Firefighter 3rd Class – 1% (one percent)
A firefighter in this class shall have received N.H. State Certified Career Level

Firefighter 2nd Class – 2% (two percent)
A firefighter in this class shall have received N.H. State Certified Level Two

Firefighter 1st Class – 3% (three percent)
A firefighter in this class shall have received N.H. State Certified Level Three

Firefighter Specialist – 4% (four percent)

Any firefighter with either an Associates degree or Bachelors degree from an accredited college or university which is job related shall receive this class. Any member covered by this agreement hired on or before April 1, 1990, holding an Associates or Bachelors degree related or not shall be put in this class.

Section 4. Medical Steps

Any member covered by this Agreement shall have added to their base pay the following accumulated percentages.

Emergency Medical Technician (EMT) – two percent (2%)

De-Fib – two percent (2%)

Intermediate – three percent (3%)

ET Tube / Drug Module – one percent (1%)

Paramedic – five percent (5%)

All percentages pertaining to sections 3 and 4 will not exceed a total of seventeen percent (17%) of the members' base pay.

Section 5. Fire Alarm
Emergency Medical Dispatch Certification – one percent (1%)
Communications Specialist (Associates Degree plus HAM operator license) – five percent (5%)

ARTICLE 30
GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a dispute or difference of opinion raised by an employee covered by this Agreement or the Town involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision in this Agreement that allegedly has been violated, further, the specific relief sought must be indicated by the party raising such grievance.

Section 2.

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

A. The employee involved shall file the grievance, in writing, with the Union within seventy-two hours from the date of the event which gives rise to the alleged grievance. The Union shall review the merits of the grievance.

B. The Union shall, if wishing to process the grievance, file said grievance with the Fire Chief or his designated agent, for disposition within three (3) calendar days after the grievance was filed with the Union.

C. Upon receipt of the grievance, the Chief shall have five (5) administrative work days (Monday through Friday, which shall not include holidays) to render a decision. If no decision has been rendered by the Chief within five (5) days, the Union may either file its grievance with the Town Manager, or may notify the Chief in writing that he has not rendered a decision, and request said decision within an additional five (5) days. Said written request must be made within five (5) administrative work days from the last date on which the Chief's decision was due. If the Chief fails to render a written decision within five days after the second request by

the grievant, the grievance shall be deemed settled in favor of the grievant. If the Union is not satisfied with the disposition of its grievance by the Chief, subject to the time limits above, it may file the grievance with the Town Manager for disposition within five (5) administrative work days of the last date the Chief's decision was due.

D. The Town Manager shall render a decision with regard to the grievance within ten (10) calendar days after receipt. If the Union is not satisfied with the disposition of its grievance by the Town Manager, the Union may file a grievance with the Board of Selectmen for disposition within five administrative work days after the date of the Town Manager's decision, or the last date which said decision was due, whichever is later.

Section 3.

Any mutually satisfactory disposition reached as a result of action taken above shall be final and binding upon the parties as to the matter in dispute.

Section 4.

If said grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance. Either or both parties shall have, upon request, one (1) automatic five (5) administrative work day time extension for each grievance. Said time extension to be used at any step of the grievance procedure. Mutual time extensions may be permitted at any time.

Section 5.

Should any grievance, as defined in Section 1 above, arise which cannot be settled within the scope of the foregoing sections of this Article, except for disputes or grievances arising out of contract negotiations, either the Board or the Union may submit such grievance to arbitration as follows:

A. If the Union is not satisfied with the disposition of its grievance by the Board or if no written decision has been rendered within 14 calendar days after filing with the Board, the Union shall file a written request with the Town for the appointment of an arbitrator. If the parties are unable to reach agreement on the appointment of an arbitrator within 14 calendar days of such request, the Union may request, in writing, that the Public Employee Labor Relations Board (PELRB) appoint an arbitrator to hear said grievance in accordance with the rules and regulations of the PELRB. If the Union fails to submit such written request for the appointment of an arbitrator to either the Town or to the PELRB within said 14 calendar days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
B. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement. The Arbitrator's opinion shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement.
C. The arbitrator shall be empowered to determine all questions of arbitrability of the grievance submitted to him/her under this provision.
D. The decision of the arbitrator shall be final and binding on the parties.

Section 6.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 7.

The Board shall have the right to initiate a grievance growing out of a dispute, claim or complaint arising under and during the term of this Agreement, provided, however, that the Board may, in its discretion, submit any claim by the Board for breach of Article 6 of this Agreement, entitled "No Strike Clause", to any forum of the Board's choice. In the event the Board initiates a grievance, it shall do so by filing said grievance with the Union within seventy-two (72) hours from the date of the event which gives rise to the alleged grievance. If the matter is not resolved by and between the Board and the Union within fourteen (14) calendar days from the date the Board submitted said grievance to the Union, the Board may submit a written request to the Public Employee Labor Relations Board to appoint an arbitrator to hear said grievance in accordance with its rules and regulations and the provisions of Section 5B, C, D and Section 6 of this Article shall apply to such proceeding.

Section 8.

Nothing contained herein shall be construed as limiting the right to any employee having a grievance to discuss the matter informally with any appropriate member of the Fire Department, and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 31
LODGING

The Town agrees to provide beds, bedding, linens, blankets and pillows to accommodate each permanent member on duty. This article shall apply only so long as the Town requires personnel to live in.

ARTICLE 32
STATION MAINTENANCE

All employees covered by this agreement will perform such ordinary and normal station maintenance as may be required by the Chief at any building or property used by the Hampton Fire Department.

ARTICLE 33
DIRECTIVES

All memoranda and general orders shall be posted on the bulletin board at both Stations for thirty (30) days and a copy given to the Secretary of the Hampton Fire Fighters, Local 2664.

ARTICLE 34
EDUCATION

The Board shall reimburse, including tuition and expenses, personnel for seminars and courses that are required of individual by the Department.

ARTICLE 35
LINE OF DUTY DEATH BENEFIT

Section 1.

The Town shall provide, at no cost to the employee covered by this Agreement, term life insurance of face value equal to the employee's base pay, to the nearest thousand dollars. Said insurance policy shall provide that coverage paid for a member's death in the line of duty shall be double.

Section 2.

In the event that a member covered by this Agreement is killed in the line of duty as that term is defined under Public Safety Officer Benefit plan, the Town will continue to pay for health insurance of a single, two-person or family plan for the spouse and dependents of said employee. The payment of health insurance shall continue until the spouse remarries or the dependents marry or reach age twenty-one (21) or if a full time student, age twenty-three (23). In no event, however, will this extended coverage continue beyond eighteen (18) months of the date of the employee's death.

Section 3.

The Town agrees to give preference to the employment of any dependent whose parent was killed in the line of duty in the Town of Hampton in accordance with Section 2 above and who has passed the hiring examination and shall possess the minimum qualifications for said employment.

ARTICLE 36
PROFESSIONAL LEAVE

Section 1.

Full time employees covered by this Agreement shall be allowed up to thirty-six hours (36) of professional leave. Said Leave shall be for the purpose of attending classes and seminars that will enhance the individuals' knowledge of their position and/or advancement. This leave can be taken as time off or used to attend classes on an employee's days off. An employee on duty shall be given time off in either full shifts or in two-hour increments to attend classes or seminars. Employees that are off duty shall be covered by the provisions of Article 15 of this Agreement, entitled "Overtime". The professional leave and attendance at the aforementioned classes must have prior approval of the Fire Chief or his designee.

Section 2.

Any employee that completes all thirty-six (36) hours shall be given on April 1 of the following year a one percent bonus (1%) of their respective base pay. This bonus will be paid on the first pay period in April in a lump sum and only once in that year. Employees can receive this bonus annually provided, however, that the conditions as set forth above are met.

Section 3.

All Professional Leave shall be in accordance with the chart below and within the New England Region unless otherwise approved by the Fire Chief or his designee.

JOB CLASSIFICATION	CERTIFIED COURSES	POSITION RELATED UNDERGRADUATE LEVEL	POSITION RELATED CONTINUING EDUCATION
PERMANENT FIREFIGHTER	Eligible	Eligible	Eligible
PERMANENT FIRE ALARM OPERATOR	Eligible	Eligible	Eligible
PROBATIONARY FIREFIGHTER/ FIRE ALARM OPERATOR	Ineligible	Ineligible	Ineligible

ARTICLE 37
ON DUTY EMERGENCY LEAVE

No employee covered by this Agreement will have deleted from the employee's sick leave, if approved by the Chief or the Chief's designated officer, hours not worked, as long as it is not more than one shift, if the employee has to leave during scheduled duty hours to transport the employee's spouse or children to a medical facility for emergency treatment. This Article does not apply and is not intended to apply to non-emergency scheduled appointments.

ARTICLE 38
SEPARABILITY

This Agreement represents the entire agreement between the parties and no amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties thereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any employee or group of employees, covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.

ARTICLE 39
COURT LEAVE

Section 1.

The employer shall grant leave to any employee for any period of time the employee is required to appear before a court, judge, justice, magistrate or coroner, provided:

A. Such leave is duty-related and pertains or originates out of the employee's employment with the employer;
B. Or the employee is called involuntarily as a witness by subpoena in a case or action in which the employee does not have a personal interest.

Section 2.

For such leave as specified in Section 1 above, the employer shall pay to the employee during the employee's absence the difference between the employee's normal pay, and any pay received as witness fees or otherwise as a result of the employee's attendance at such court or other proceeding.

Section 3.
The employer shall grant leave, without pay, to an employee for the period of time the employee is required to appear before a court, judge, justice, magistrate, or coroner as a plaintiff or defendant in a case of personal interest to the employee.

Section 4.
Jury Duty An employee required to be available for jury selection or service shall receive the employee's regular daily wage for each day which would have been worked but for such jury duty participation reduced by any amounts received by the employee as jury duty pay or fees.

ARTICLE 40
SAFETY AND HEALTH

Section 1.
Safety is of major concern for both the employer and the Union; therefore, both agree to observe good safety practices. Both the employer and employees will abide by all federal, state, and local safety and health rules, such as O.S.H.A. Safety Rules and Regulations on the fireground as well as in the Station.

Section 2.
The Town will provide at no cost to the employee vaccines available and necessary for the employee's safety against communicable diseases which may be contracted in the line of duty. These inoculations shall be at the employee's option and records of such shall be maintained in the employee's personnel file.

ARTICLE 41
MILITARY LEAVE

Any employee, who is a member of a reserve force of the United States, or the State of New Hampshire and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of New Hampshire, shall be granted leave of absence during the period of such activity. During such absence, the employee shall receive as pay the difference between the employee's normal pay and any pay received as a member of the reserve force of the United States or State of New Hampshire. Such leave shall not reduce the employee's seniority status, vacation, sick leave, or other benefits.

ARTICLE 42
DISABILITY RETIREMENT

Under the provisions of the New Hampshire Retirement System, the Retirement System Board of Trustees may require re-examination of members who have received disability retirement. If the employee is able to return to duty, the Board of Trustees may discontinue such pension. In the event that a member of the Bargaining Unit is able to return to duty, the Town agrees to re-employ such employee if the employee can satisfactorily pass a Department physical. Further, the Town agrees to re-train such an employee if necessary. In the event there is no vacant position available and if such reemployment requires the layoff of the most junior employee within this bargaining unit then the layoff provisions contained in the agreement shall be applied.

ARTICLE 43
NFPA 1500

Effective upon the date of ratification, the Department and the Union shall establish a joint committee whose duty it shall be to audit and promulgate a plan for the implementation of the National Fire Protection Association Standard 1500, along with any other related standard. Said audit and plan shall be in place within eighteen months of the signing of this agreement. The Department shall present budgetary items needed to the Town Manager and Board of Selectmen. The Department and the Union realize implementation of these standards will require future negotiations of this Agreement. The joint committee will consist of two members of Local 2664 and representatives of the Department.

ARTICLE 44
MOTOR VEHICLE LICENSES

Section 1.

The Town agrees to reimburse members of the Union the actual costs of the fee for their motor vehicle operator's license which may be required by the Hampton Fire Department.

Section 2.

That each member of the Fire Department who is required to take the New Hampshire Department of Safety Motor Vehicle Division Examination for the operator's license designated by the Hampton Fire Department shall be compensated by the appropriate pay for the actual time of the employee's taking of such examination, including travel, but not less than a minimum of three (3) hours.

ARTICLE 45
MEDICAL LEAVE OF ABSENCE

Section 1.

Written medical leaves of absence without pay shall be granted by the Fire Chief for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Fire Chief advised as to the medical recovery process. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

Section 2.

During a medical leave of absence without pay, an employee shall have no loss of accrued benefits but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on medical leave without pay. The employee shall be responsible for payment of the employee share of said health insurance benefit payments.

Section 3.

A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) month period.

Section 4.

Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

Section 5.

Upon the approval of the Fire Chief an employee may receive an extension of the medical leave of absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

ARTICLE 46
SEXUAL HARASSMENT

Section 1.

The Town will not tolerate sexual harassment of any employee, or any other person dealing with the Town. Acts that constitute sexual harassment include, but are not limited to: unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal and/or physical conduct of a sexual nature if:

A. Submission to or rejection of such conduct is used as the basis for employment decision affecting the person who did the submitting or rejection;
B. Submission to such conduct is made either explicitly or implicitly a condition of the individual's continued employment; or
C. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Section 2.

All complaints of sexual harassment should be referred immediately to the Chief or the Town Manager and the Union, and the matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Section 3.

Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

ARTICLE 47
SPECIAL DETAILS

The Department shall establish a list of qualified firefighters for special assignments and assignments that require employees to work out of class to assist in Fire Department functions such as, but not limited to, fire alarm details. Individuals will be called in order of seniority from the appropriate assignment list when a detail is necessary. Once a month the appropriate number of overtime hours worked will be deducted from the respective overtime list (i.e. at the end of the month the employee who worked twenty-two (22) hours of fire alarm work would have two (2) ten (10) hour shifts marked off the respective list with partial hours dropped and not carried forward). Qualified individuals who are on the list shall be provided with necessary training to assist in these details. Those individuals required to become certified or required to obtain specialized training will have the participation in such classes be considered on duty.

ARTICLE 48
HAZARDOUS MATERIAL RESPONSE TEAM

Section 1.

Any member covered by this Agreement who voluntarily joins and agrees to participate in the Seacoast Technical Assistance Response Team (S.T.A.R.T.) shall be covered by all of the terms and conditions of this Agreement including the individual side bar Agreements attached as appendices.

Section 2.

Any member covered by this Agreement required to perform the duties of S.T.A.R.T. shall have two dollars and fifty cents ($2.50) added to the employee's regular base hourly rate of pay for each hour of time required to fulfill said obligations. Further, any member required during S.T.A.R.T. emergency operations to work more than twelve (12) consecutive hours shall be entitled to the next shift off without loss of pay or benefits. Any member required to wear any level hazardous material suit during S.T.A.R.T. emergency operations shall also be entitled to the next shift off without loss of pay or benefits.

ARTICLE 49
WELLNESS/FITNESS

The parties mutually agree to participate in a joint labor-management committee comprised of two people representing Local 2664 and one person representing the fire department management for the purposes of developing a wellness fitness program. The program shall be developed in accordance with the IAFC/IAFF Fire Service Joint Labor Management Initiative © at no cost to the employees.

ARTICLE 50
MERGER STUDY

Both the Town and the Union agree that within the first year of the contract they will form a committee whose purpose will be to investigate, discuss, and form a plan for the merger of Local 2664 IAFF and Local 3017 IAFF. It is understood that the form of the plan will be by mutual agreement of the parties.

ARTICLE 51
UNION LEAVE

Up to two (2) employees, appointed by the President to represent the Union at Union functions, shall be granted time off from duty when requested in conformance with the following:

1. A written request shall be made by the Union President to the Fire Chief at least two weeks prior to the requested Union Leave.
2. It is understood that the Union will be allowed up to 8 shifts (1 shift = 10 hour or 14 hour). In addition to the aforementioned 8 shifts, time off shall be granted for up to two employees appointed by the President to attend the biennial conventions of the International Association of Firefighters and the Professional Firefighters of New Hampshire.
3. Said written request must be approved by the Fire Chief before the time can be charged as authorized Union Leave. In approving Union Leave requests, the Chief shall consider first the operational needs of the department; however, requests for Union Leave shall not be unreasonably denied. Denials by the Fire Chief shall be submitted to the Union in writing, outlining the reasons for said denial within 7 days prior to the requested time off.
4. The Union will pay the expenses of the Fire Chief (or his designee), if invited by the Union (including registration, travel, meals, lodging, and transfers equal to the accommodations of the Union members participating), for any event attended under the provisions of this article.

ARTICLE 52
DURATION OF AGREEMENT

This Agreement shall commence on April 1, 2012, and extend until Midnight, March 31, 2014. Renegotiation of this Agreement shall be effected by written notice by one party to the other not later than September 1, 2013.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 4TH day of JUNE, 2012.

HAMPTON BOARD OF SELECTMEN

Rick Griffin, Chairman

Richard Nichols, Vice-Chairman

Michael Pierce, Selectman

Ben Moore, Selectman

Philip Bean, Selectman

HAMPTON FIREFIGHTERS, LOCAL 2664, Affiliated with IAFF/AFL-CIO

Matthew Newton, President

Jason Newman, Vice-President

Nathan Denio, Secretary

Matthew Cray, Treasurer

Buck Frost, Board Member

TOWN OF HAMPTON SELECTMEN

&

HAMPTON FIREFIGHTERS, LOCAL 2664

ADDENDUM

WHEREAS, the above referenced parties entered into a Collective Bargaining Agreement effective April 1, 2012;

WHEREAS, the Collective Bargaining Agreement includes the following language in Article 19, section 3, paragraph A) regarding the Sick Bank: "The Town shall create and maintain a Town Wide Sick Leave Bank to be used by all employees of the Town, herein referred to as 'The Bank.'"

WHEREAS, the Sick Bank is only available to the members of the 6 Unions of the Town of Hampton.

WHEREAS, the State Employees Association of New Hampshire, Inc. SEIU Local 1984, AFL-CIO, CLC (hereinafter, SEA) now seeks to withdraw from participation in the Sick Bank.

WHEREAS, the undersigned parties do not oppose the withdrawal of the members of the SEA Union from the Sick Bank, so that it would only be available to the remaining 5 Unions of the Town of Hampton.

NOW THEREFORE, the parties to this Addendum agree to amend Article 19, Section 3, Paragraph A) to read as follows: "The Town shall create and maintain a Sick Leave Bank, herein referred to as "The Bank" to be used by the union employees of the Town, with the exception of the members of the SEA."

Town of Hampton

Date:

Hampton Firefighters Local 2664

Date: 5/11/12