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## AGREEMENT

This Agreement is entered into on the 1st day of July 2003 between the Town of North Hampton, New Hampshire (hereinafter referred to as the "Town") and the Professional Firefighters of North Hampton, IAFF, Local 321 1 (hereinafter referred to as the "Union").

## PURPOSE

The purpose of this Agreement is to foster harmonious relations between the Town and the Union and to establish in a collective bargaining agreement, wages, hours and other terms and conditions of employment.

## RECOGNITION

The Town recognizes the Union as the exclusive representative and exclusive bargaining agent, for the purpose of collective bargaining, for the employees in the job classification for all full time Firefighters, and Lieutenants of the North Hampton Fire & Rescue.

Excluded from recognition or coverage under this agreement are the Fire Chief, Deputy Chief, Call Firefighters, newly hired probationary employees, dispatchers and secretaries.

## **Article 1**

### MANAGEMENT RIGHTS

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof
- B. Except as otherwise expressly and specifically limited by the terms of this Agreement, without limitations but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
  1. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed.
  2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
  3. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regards thereto.
  4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
  5. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
  6. To assign and distribute work.
  7. To assign shifts, workdays, hours of work, and work locations.
  8. To determine the need for and the qualifications of new employees, transfers, and promotions.
  9. To discipline, suspend, demote or discharge an employee.
  10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training within the fire and rescue department and to assign employees to such duties for periods to be determined by the Employer.

- C. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during, the term of this Agreement.

**Article 2**  
**Strikes Prohibited**

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick out, or slowdown or any job action, including picketing while on duty, or activity which interferes with the normal operation of the Town.
- B. The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1 above.
- C. In the event of a work stoppage, picketing while on duty, or any other curtailment by the Union or the employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppages, picketing on duty or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said employees.
- D. In the event of any activity referred to in Section 1 above, employee (s) participating in same shall be subject to disciplinary action, up to and including immediate dismissal.
- E. In no event will the Town conduct a lockout.

**Article 3**  
**Non-Discrimination**

Neither the Town nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, sexual orientation, marital status, age or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

**Article 4**  
**Sexual Harassment**

- A. The Department will not tolerate the sexual harassment of any employee, or any other person dealing with the Town. Conduct will be considered sexual harassment if:
  - 1. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejecting; or
  - 2. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's continued employment; or
  - 3. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
- B. All employee complaints of sexual harassment shall be referred immediately to the Fire Chief or the Town Administrator. 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.

- C. 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 5**

### **Educational Expenses**

The following education reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to provide reimbursement for fifty percent (50%) of the cost of courses if all of the following are met:

- a. Total course reimbursement within the fiscal year not to exceed one thousand dollars (\$1,000.00) per employee
- b. Courses must be approved by the Chief at least thirty (30) days in advance of the course.
- c. Courses are related to the employee's job or is part of an approved career development program.
- d. Budgeted funds will be allocated on a first come, first served basis [ the Department will make available five thousand dollars (\$5,000.00) each year].
- f. Successful completion of course work with a "B" or the numerical equivalent grade or better, or a pass with pass/fail courses, and satisfactory proof of attainment.

If a course is paid for in whole or in part through Federal or State Programs, then the Town will not reimburse for such a course, it being the intent of this Section to eliminate double payment for any course.

Education expenses shall include: tuition, registration, books, supplies, and course material.

The restriction and requirements set forth above shall not apply to courses, which the Department requests an employee to take during duty time.

## **Article 6**

### **Dues Deduction**

Upon receipt of any individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made weekly provided, however that if any employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event no collection will be made from said employee for that week. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union, along with a list of the employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the Town attempt to collect fines or assessments for the Union beyond regular dues.

Should there be a dispute between an employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

## **Article 7**

### **Work Rules**

**Section 1.** The Town may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation, which are not inconsistent with this Agreement.

**Section 2.** Members of this collective bargaining unit shall be subject to the Town's "employee alcohol and drug testing" policy as adopted by the Town in January, 1996.

## **Article 8**

### **Disciplinary Procedures**

Disciplinary action will be for just cause and will normally be taken in the following order:

- (a) verbal warning;
- (b) written warning;
- (c) suspension without pay;
- (d) discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

An employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on his personnel record, within three days of the action taken. In imposing discipline on a current charge, the Town will not take into account any prior discipline, which occurred more than two years previously.

## **Article 9**

### **Grievance Procedure**

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A grievance to be considered under this procedure must be initiated in writing by the employee within seven (7) business days of its occurrence or from the time the employee knew or should have known of its occurrence. The following matters are excluded from the Grievance Procedure:
  - a. Any matter which, according to law, is beyond the scope of the authority of the Town or limited to the unilateral action of the Town alone.
  - b. Any grievance for which the grievant or grievants or organization representing such grievants has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.
3. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall constitute a separate contract violation.
4. No reprisals of any kind will be taken by the Town or employees against any party in interest or other participant in the grievance procedure.
5. An individual member of the bargaining unit may present an oral grievance to his employer without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

### 6. **PROCEDURE**

- Step 1.** Any employee who has a grievance shall submit it first in writing to the Department Head in an attempt to resolve the matter. The grievance must: (a) specify the person allegedly causing the grievance; (b) the time and place of the action being grieved; (c) the nature of the grievance; (d) the language of this agreement which has allegedly been violated or misapplied; (e) the specific injury or loss which is claimed; (f) the remedy sought. The Department Head shall hold a hearing within seven (7) business

days of receipt of the written grievance and shall render a decision no later than fourteen (14) business days following the receipt of the written grievance.

**Step 2.** If the grievance is not resolved to the grievants satisfaction at Step 1, an appeal may be filed with the Board of Selectmen in writing within seven (7) business days of the receipt of the decision at Step 1. All documentation presented at Step 1, along with Step 1 decision shall accompany the appeal to the Board of Selectmen. The Board of Selectmen shall hold a hearing within thirty (30) days of receipt of the appeal from Step I and shall render a written decision no later than fifteen (15) days Following the hearing.

*If the grievance is not resolved to the grievants satisfaction in Step 2, prior to proceeding to Arbitration the parties agree to utilize the Federal Mediation and Conciliation Service.*

#### GRIEVANCE MEDIATION

The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.

1. 1.The grievant is entitled to attend mediation.
2. The parties waive any time limits in their labor agreement while the grievance mediation step is being utilized.
3. The grievance mediation process is informal and the rules of evidence do not apply No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's note are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
5. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
6. The mediator has no authority to compel a resolution.
7. If the parties cannot solve the problem, the mediator may provide the parties in joint or separate session with an oral or advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in the collective bargaining agreement.
9. Nothing said by the parties during grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings
10. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
11. The parties must agree to these procedures and guidelines.

#### ARBITRATION

This arbitration of grievances agreement shall be subject to the provisions of Chapter 542.

**Step 3.** If the decision of the Board of Selectmen does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing, the Union notifies the Board of such request within ten (10) days of receipt by the Union of the Board's decision. The following, procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received by the Board, the Public Employees Labor Relations Board will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the Public Employees Labor Relations Board to submit a second roster of names.

- c. If the parties are unable to determine a mutually satisfactory arbitrator from the second list, the Public Employee Labor Relations Board may be requested by either party to designate an arbitrator.
- d. The decision of the Arbitrator shall be final and binding.
- e. The costs for the services of the Arbitrator, including per them expenses, if any, and actual and necessary travel and meals, shall be home equally by the Town and the Union.

#### JURISDICTION OF THE ARBITRATOR

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement and which have been properly filed, processed and referred to the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating, thereto, to the parties without decision.

At the time of the Arbitration Hearing, both the Employer and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witness that they may call. The parties shall submit to each other a list of all witnesses to be called in the event of an arbitration hearing no less than forty-eight (48) hours in advance of the scheduled hearing date. At the close of the Hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

#### **Article 10**

##### **Schedule of Hours**

All current positions shall be scheduled to an average of forty-two (42) hours per week in an eight (8) week cycle and the tour of duty shall constitute one (1) twenty four (24) hour work shift, followed by one (1) twenty four (24) hour rest period, followed by one (1) twenty four (24) hour work shift, followed by five (5) twenty four (24) hour rest periods.

The Schedule of Hours shall be for a one-year trial period beginning July 1, 2003. Management may discontinue the new Schedule of Hours and revert to the "traditional" forty-two (42) hours per week at anytime during the trial period. Conversion to the new shift schedule shall not cause any additional expense to the Town in period of change over.

##### **New Positions**

Additional positions created by management shall be exempt from the schedule of hours governing work shifts for current positions as of July 1, 2003.

#### **Article 11**

##### **Overtime**

- A. Extra work in periods of overtime should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such manner that the employees involved may check their standing.
- B. Overtime will be offered on a rotating basis within the job classification starting with most senior employee. Overtime will be distributed as equitable as possible with the understanding that employees who turn down overtime will lose any right to dispute the equitableness of the overtime distribution.



- C. Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of the employee's normal tour of duty, which is defined as a forty-two (42) hour per week average over an eight (8) week cycle. For the purposes of this section, the use of sick leave during the pay period will not count as hours worked for overtime computational purposes, whereas compensated vacation hours paid during the pay period will be counted for overtime computational purposes.
- D. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- E. It is understood by the parties that part-time personnel may be used when full-time personnel are not available.

## **Article 12**

### **Call Back**

Employees called back to work after having completed their regular shift(s) shall receive a minimum of one and one half (1 ½) hours at time and one half.

## **Article 13**

### **Swap Policy**

Union members will be granted unlimited swap time subject to the approval of the Fire Chief or his designee. However no more than **one (1)** shift per rotation may be taken. The swap shall not impose any additional cost to the Town. Persons must be qualified to fill in for the position to be swapped. Swaps of less than two (2) hours do not require paperwork, but do require approval from the shift supervisor and a log entry.

## **Article 14**

### **Vacation**

After an employee has been employed for one year, he/she shall become eligible for an annual vacation as follows:

- (1) After one year through 5 years of continuous service - 96 Hours
- (2) Year 6 through 10 of continuous service - 144 hours.
- (3) Eleven years or more of continuous service- 144 hours plus 1 work unit for each year over ten (10).

For the purpose of clarification a shift is defined as a *twenty four(24) hour work period* and a unit is defined as a *twelve(12) hour work period or ½ shift*.

Vacation eligibility will be posted on an annual basis and will be selected on the basis of seniority.

Vacation may not be carried over from one year to the next, except when the employee's anniversary date falls in the last quarter of the calendar year. Then it may be carried for a maximum of thirty (30) days. Additionally, it may not be "cashed in" if unused.

Requests for vacation time must be submitted for approval to allow ample time for scheduling coverage. Fourteen (14) days advance notice is required for any request of two (2) shifts or more. Four (4) days advance notice is required for any request of one shift. Any request for time off of less than the stated times must be submitted with coverage. Vacation requests may not be submitted for Thanksgiving Day or Christmas Day or the day preceding, or following either day, unless the employee has secured their coverage.

Approved vacation time will not be thereafter cancelled or changed without the mutual consent of the Town and the employee. However, emergency situations may result in deviation from this provision. Employees must use vacations in increments equal to the time allotted. An available vacation shift may not be exchanged for a shift of different time allotment.

A minimum of 2 shifts (two 24 hour work periods) must be used consecutively. Other available shifts may be used in individual units. Total units must be used.

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time vacation is taken.

Employees who are going on vacation may receive their payroll check in advance provided they submit a written request to the payroll department at least fourteen (14) days in advance.

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the Town, shall receive vacation pay for all accrued vacation upon their separation from employment with the Town. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last week day of the employee's employment.

## **Article 15**

### **Holidays**

1. The following days shall be considered paid holidays:

New Year's Day	Labor Day
Civil Right's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. In lieu of payment for each holiday all employees covered by this section, shall receive two (2) additional weeks pay in two (2) separate checks made payable, one on the first pay day in June and, the other on the first pay day in December, whether the employee has worked the holidays or not. The June payment covers - New Year's Day, Civil Right's Day, Washington's Birthday, Memorial Day and Christmas Day. The December payment covers – Independence Day, Labor Day, Columbus Day, Veterans Day and Thanksgiving Day.
3. If an employee leaves the employment of the Town prior to the payment of the holiday pay, he will receive a pro rata share of said holiday pay for each full month worked.
4. Employees who are absent from work on the holiday for an unauthorized reason shall forfeit pay for the holiday.

## **Article 16**

### **Sick Leave**

Sick leave is considered to be an emergency fringe benefit used only when needed. All permanent employees shall accrue sick leave at the rate of one (1) unit per month for a total of twelve (12) units per year for each month of service from the date of probationary appointment. Employees hired after the 20th of the month are not eligible for sick leave until the following month. Time lost for reasons of leave or absence without pay or time otherwise not worked shall not be considered in computing earned allowances of leave. Sick leave may be carried over from year to year to the maximum of 45 shifts.

In order to be paid for sick leave an employee must notify his/her immediate supervisor or department head of his absence at least two and one-half (2 1/2) hours before the start of the regular work day, unless physically unable. Illness for which sick leave may be granted is defined as actual personal illness or bodily injury to the employee

Sick leave will be paid at the employee's base rate of pay. An employee on paid sick leave shall not receive pay for a holiday when the employee is on paid sick leave. An employee returning from sick leave which exceeds two (2) consecutive shifts may be required to supply a doctor's statement certifying that the employee is in good health.

Upon retirement provided the employee has 20 years service under the N.H. Retirement System, or retirement due to a job related injury, or upon the death of an employee to his/her designated beneficiary or estate, a payment not to exceed fifty percent (50%) of the accrued shifts to a maximum of 360 hours will be paid at a rate of the employees weekly salary divided by 5 days at a rate of 8 hours per day.

BEREAVEMENT LEAVE

When death occurs in an employee's immediate family as defined below, the employee, on request, will be excused for any of one (1) normally scheduled working days between the date of death and the date of the funeral, inclusive. The immediate family is defined as including the employee's:

spouse	mother	father
children	brother	sister
father-in-law	mother-in-law	

An employee shall be granted, upon request, bereavement leave at full pay for one working day for the purpose of attending the funeral of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle.

MILITARY LEAVE

An employee with one or more years seniority who is called to an performs short term annual active duty for training as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided herein for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

In order to receive payment under this paragraph, an employee must give the Town prior notice of such military duty and upon his/her return to work, furnish the Town with a statement of the military pay received for performing such duty. Payment under this paragraph is limited to a maximum of ten (10) working days in a calendar year. In computing the pay due the employee, if any, payment will reflect the difference between the employee's straight time rate for the days in question and the military pay if the normal pay exceeds the military pay for the specified period.

JURY DUTY

An employee with one or more year's seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Town on that day and the daffy jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the Town.

In order to receive payment, an employee must give the Town prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

LEAVE OF ABSENCE WITHOUT PAY

Requests for a leave of absence without pay must be made in writing to the Department Head. Granting of such leave will be based upon the recommendation of the Department Head and subject to the approval of the Board of Selectmen.

WORKERS COMPENSATION

The Town will provide Workers' Compensation coverage and benefits as prescribed by and to the extent required by New Hampshire law. Employees may use sixty percent (60%) of accumulated sick leave until Workers' Compensation benefits become effective. Sick leave payments may be repaid by the employee once Workers' Compensation benefits are effective.

**Article 17**  
**Seniority**

**Section 1.** Accrual: For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his years of service or employment with the Town in a position covered by this

Agreement unbroken by any of the reasons for termination of seniority specified in Section 3 below.

**Section 2.** Ability to Perform Work: Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head.

**Section 3.** Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

- a. Voluntary quit
- b. Discharge for just cause
- c. Failure to report for work in accordance with the provisions of a recall notice
- d. Absence for two (2) consecutive working days without properly notifying the Town
- e. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
- f. Retirement

**Section 4.** Employees Entering Bargaining Unit All employees entering the bargaining unit covered by the Agreement from any other department of the Town will serve a probationary period and will be considered as new employees.

**Section 5.** Seniority List: The Town shall establish and post a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority list, as posted amended, must be reported to the Department Head within fourteen (14) calendar days from the date of posting or amendment or it shall stand as accepted and shall take full force and effect.

**Section 6.** Application of Seniority (lay-off,recall): With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work in a satisfactory manner. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twelve (12) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Department Head within three (3) business days after receiving notice of recall of his intention to return to work. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head with their latest mailing address. In any event the employee must return to work within two (2) weeks of the date specified.

**Section 7.**

Promotions and Transfers.

1. The department reserves and shall have the right to make promotions and transfers.
2. Jobs to be filled through promotion shall be posted on the department bulletin board for a period of five (5) working days.
3. Wherever possible, promotions shall be made from the ranks of qualified regular employees who are employed by the department.
4. Job posting shall include job specifications (where available), rate of pay, job location, and also if it is a permanent job with rating.
5. The above procedure shall be followed in all permanent promotions and transfers.
6. An employee who meets the minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not found to perform satisfactorily the higher level duties then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she had obtained prior to promotion.

**Section 8**

Non-Application of Seniority Rights within Classification.

Seniority does not give employees any preference for particular types of work within their job classification or to places of work or equipment.

**Section 9**

Probationary Period.

The first twelve (12) months of employment shall be considered a trial period to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to a unilateral extension by the Town. During such probationary period the employee shall not be subject to the provisions of this Agreement. This Article shall apply to persons who are rehired after loss of seniority. In the event that the person gained this position as the result of a promotion, he shall be governed by the provisions of this Agreement. During the probationary period, the probationary employee may be discharged at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance.

**Article 18**

Wages

On July 1, 2003, the wage scale system contain at Appendix A to this Agreement shall become effective.

Effective July 1, 2003 , employees shall receive an across-the-board 16.5% increase in pay (Appendix A to be increased across-the-board by 16.5%).

Effective July 1, 2004, employees shall receive an across-the-board 3% COLA adjustment in their rates of pay (Appendix A as increased on July 1, 2004). Every July 1<sup>st</sup> during subsequent years of the contract (through June 30<sup>th</sup>, 2008) the wage scale shall be adjusted by a 3% COLA.

**Article 19**

Temporary Service Out of Rank

Temporary upgrade pay shall be authorized when an employee is acting in a position of higher rank commencing with the start of the thirtieth (30<sup>th</sup>) consecutive calendar day that said employee is acting in the position of higher rank.

**Article 20**

Health Insurance

The health insurance benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. "Insurance companies" include regular line insurance companies and non-profit organizations

providing hospital, surgical or medical benefits. If these benefits are provided through an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance company. Notwithstanding any such changes in insurance companies, the level of benefits shall remain substantially the same.

The Town will provide Blue Cross/Blue Shield Blue Choice Medical Plan with the Town contributing 90% of the applicable monthly premium (individual, 2 person, family), and the employee contributing 10% of the applicable monthly premium, effective July 1, 2003.

The Town Agrees to pay medical and dental insurance so as not create a lapse in the employee's coverage for up to the first six months of a long term disability. The employee agrees to pay his retirement so a lapse in service does not occur.

#### **Article 21**

##### **Dental**

The Town will provide dental insurance with the Town contributing 90% of the applicable monthly premium (individual, 2 person, family), and the employee contributing 10% of the applicable monthly premium, effective July 1, 2003.

#### **Article 22**

##### **Disability**

The Town will provide long term disability insurance to eligible full-time employees covered by this Agreement. Said insurance commences twenty three (23) shifts after an employee begins sick leave and may continue for a maximum of two years. Benefits payable under this policy amount to two thirds (2/3) of an employee's base salary. Disability insurance is not payable if an employee is receiving retirement benefits or Worker's Compensation benefits. The Town (Board of Selectmen) reserves the right to determine the amount and type of insurance being offered and the selection of the carrier.

#### **Article 23**

##### **Group Term Life Insurance**

During the term of this Agreement the Town shall pay the premium for a group term life insurance policy in the amount equal to the annual base pay for eligible employees covered by this Agreement.

The Town reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company(s) selected by the Town.

#### **Article 24**

##### **Terms of Insurance Policy To Govern**

The extent of coverage under the insurance policies (including HMO and self insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure -of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Town, nor shall such failure be considered a breach by the Town of any obligation undertaken under this or any other agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Town, employee or beneficiary of any employee.

#### **Article 25**

##### **Uniform Allowance**

The Town agrees to credit \$650.00 per employee, per year for the purposes of maintaining uniforms via the existing quartermaster system.

All turnout gear shall be NFPA and OSHA approved and all turnout gear and other equipment required to be worn by the employee shall be provided and maintained solely at the Town's expense. The Town shall

furnish and maintain two sets of full turnout gear for each full-time employee. To better address the cash flow needs of the Town, all costs for uniform allowance shall be submitted by May 15<sup>th</sup>.

## **Article 26**

### **Union Representative**

The Town of North Hampton agrees to recognize one Union Representative and one Alternate Union Representative to cover in his/her absence. If a situation should arise which threatens to disrupt the workplace when the Union Representative is on duty, the Employer will attempt to release the Union Representative as soon as practical to investigate the matter without loss of pay. If a settlement cannot be reached, the Representative shall report it by telephone to the International Representative. If the issue still cannot be settled, the Representative shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.

It is understood that time spent in grievance processing or investigation which is done by a Union Representative or member when he or she is not working a regular shift, will not be paid for.

## **Article 27**

### **Bulletin Boards**

The Town shall provide space for Union bulletins at places and locations where notices are usually posted by the Department for employees to read. All notices posted on such boards shall be on Union stationary signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene or defamatory to the Department, the Town or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof

## **Article 28**

### **Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure for its term.

## **Article 29**

### **Savings**

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in occurrence with applicable statutes, laws, ordinances and regulations of the United States of America and the State of New Hampshire, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provisions. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

**Article 30**  
**Duration of Agreement**

This Agreement shall be effective as of July 1, 2003 and shall remain in full force and effect until June 30, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this day of \_\_\_\_\_ 2003.

BOARD OF SELECTMEN:

PROFESSIONAL FIREFIGHTERS OF  
NORTH HAMPTON, LOCAL 3211

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**APPENDIX A**

**WAGES AND CERTIFICATION Effective July 1, 2003**

**A. FIREFIGHTERS**

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>714.61</i>	<i>728.66</i>	<i>743.24</i>	<i>758.10</i>	<i>773.27</i>

**B. LIEUTENANTS**

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>838.35</i>	<i>855.11</i>	<i>872.22</i>	<i>889.66</i>	<i>907.45</i>

1. Step I or higher achieved on completion of probation.
2. Movement through steps is dependent on achieving certain professional certifications listed below:

**A. FIREFIGHTERS**

- Step 1** Firefighter I and Emergency Medical Technician.  
**Step 2** Firefighter I and Emergency Medical Technician Intermediate + 3 years Firefighter II and Emergency Medical Technician + 3 years  
**Step 3** Firefighter 11 and Emergency Medical Technician Intermediate + 6 years  
**Step 4** Firefighter 11 and Emergency Medical Technician Intermediate + 10 years  
**Step 5** Firefighter 11 and Emergency Medical Technician Intermediate + 15 years

**B. LIEUTENANTS**

- Step 1** Upon promotion to grade with Firefighter 11 and Emergency Medical Technician and Company Officer 11  
**Step 2** Firefighter 11 and Emergency Medical Technician and Company Officer 11 + 3 years  
**Step 3** Firefighter 11 and Emergency Medical Technician and Company Officer 11 + 6 years

- Step 4** Firefighter 11 and Emergency Medical Technician and Company Officer II + 10 years
- Step 5** Firefighter 11 and Emergency Medical Technician and Company Officer II + 15 years