

AGREEMENT

BETWEEN THE

TOWN OF SEABROOK, NEW HAMPSHIRE

AND

THE SEABROOK PERMANENT

FIREFIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS # 2847

APRIL 1, 2007 TO MARCH 31, 2008

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ARTICLE 1

RECOGNITION

Section 1. Agreement. This Agreement is entered into between the Town of Seabrook, hereinafter referred to as the “**Town**”, and the Seabrook Permanent Firefighters Association, International Association of Firefighters #2847, hereinafter referred to as the “**Union**”.

Section 2. Union Exclusive Representative. For the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment other than managerial policy within the exclusive prerogative of the **Town**, the **Town** recognizes the **Union** as the exclusive representative of all permanent full time employees of the Fire Department exclusive of the Department Chief, Deputy Chief and Secretary.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The **Town** shall retain the sole right and authority to operate and direct the affairs of the **Town** and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the **Town** prior to the execution of this Agreement, except as modified in the Agreement. Among the rights retained is the **Town's** right to determine its mission and set standards and service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the Fire Department, or by the officers; to assign and transfer officers as needed and promote, or demote officers, and to suspend, discipline or discharge officers for just cause; to relieve officers due to lack of work or for other legitimate reasons; to make any equipment or facilities, all in a manner consistent with provisions of this contract.

ARTICLE 3

GENERAL

Section 1. Meet to Negotiate Invalid Provisions. If any provision of this Agreement, or any application of the Agreement to any Employee, or group of Employees, shall be found contrary to law and such provision or application shall not be deemed valid and

subsisting except to the extent permitted by law, all other provisions or parts will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of negotiating the provision or provisions effected.

Section 2. Agreement Town Policy. This Agreement shall constitute **Town** policy for the term of said Agreement and the **Town** will carry out the commitments contained herein and give the full force and effect. The **Town** will amend its administrative regulations and/or policy statements and take such other legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.

Section 3. Discipline by Just Cause. No **Union** member will be disciplined, discharged, deprived of any rights or benefits or denied any professional advantage without "just cause."

Section 4. No Discrimination. The **Town** and the **Union** agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap, except, as any of these factors may be bona fide occupational qualifications. Nor shall the **Town** segregate, or classify Employees in any way to discriminatorily deprive any individual Employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

Section 5. Words Gender Neutral. The use of the male or female gender of nouns or pronouns is not intended to describe any specific Employee, or group of Employees, but it is intended to refer to all Employees in job classifications regardless of sex.

Section 6. Not to Hold Town Office. While working full time for the **Town**, Employees shall refrain from seeking or accepting nomination or election to the Office of Budget Committee and/or Selectman. The **Union** shall not circulate petitions or campaign literature for elective town officials, or in anyway be concerned with political service from any person or for any political purpose pertaining to the government of the **Town**. This rule is not to be constructed to prevent Town Employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

Section 7. Job Actions Prohibited. The **Union** agrees that during the term of this Agreement, neither it, nor its officers, nor members will engage in, encourage, sanction, support, or suggest any

- a. Strikes
- b. Slowdowns
- c. mass absenteeism

d. mass resignations

The **Union** agrees not to encourage any secondary boycotts. The **Town** agrees there will be no lock-outs during the term of this Agreement.

In the event that the **Union** members participate in such activities in violation of this provision, the **Union** shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

Section 8. Town to Manage. The **Town** retains all rights and authority to manage and direct its operations and its Employees, except as otherwise specifically provided in this Agreement.

Section 9. Minimum Retirement Notice. Require 30-day notice prior to retirement instead of 2 weeks.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. No Reprisals for Union Participation. There will be no reprisals of any kind taken against any **Union** member because of his membership in the **Union** or participation in its activities.

Section 2. No Union Interference Against Non-Members. The **Union** agrees that it will not interfere with the rights of any non-members employed by the Fire Department or other Town Departments.

Section 3. Deduction for Dues. Upon receipt of an individually written authorization by a **Union** member covered by this contract and approved by the **Union** President, the **Town** agrees to deduct from the pay of each **Union** member so authorized the current **Union** dues as 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 in that event, no collection will be made from said Employee that week. Once each month, the **Town** shall send the amount so deducted to the Treasurer of the **Union**. In no case will the **Town** attempt to collect fines or assessments for the **Union** beyond the regular dues. Should there be a dispute between an Employee and the **Union** over the matter of deduction, the **Union** agrees to defend and hold the **Town** harmless in any such dispute.

Section 4. Closed Shop. All permanent Employees who are members of the **Union** on the effective date of this Agreement shall remain members of the **Union**. Employees hired on or after the effective date of this Agreement shall become members of the **Union**

after completion of their probationary period. Non-probationary Employees who fail to comply with provisions of this paragraph shall be discharged.

Section 5. Union Negotiating Committee Benefits. In accordance with RSA 273-A:11, a reasonable number of Employees who are members of the **Union's** negotiating committee shall be given a reasonable opportunity to meet with representatives of the **Town** during working hours without loss of compensation or benefits.

ARTICLE 5

RULES AND REGULATIONS

Section 1. Just Cause Standard. All suspensions and discharges shall be for "just cause" including, but not limited to, violations of any rules adopted; and reasons for suspensions or discharges shall be stated in writing to affected Employee within two (2) days of the action.

Section 2. Comply Then Grieve, When. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the **Town** may adopt, which are not inconsistent with this Agreement. Should there be any doubt as to the Employee's obligations, he shall comply with the rules and then grieve, if he feels he has been wronged, except in those instances where the Employee's health and safety is concerned. If the Employee is disciplined for failure to comply with the rules and regulations and grieves about the discipline, the issue subject to the grievance procedure is whether there was compliance. The disciplinary measure stands, should he be found to have violated the rules and regulations or any provision of this Agreement.

Section 3. Appeal of Suspension, When. A suspended Employee who believes he was not suspended for "just cause" must notify the **Town** in writing three (3) working days after receiving notification of such action against him of his desire to appeal the suspension. In such an event, the grievance shall be handled in accordance with the grievance procedure set forth in this Agreement.

Section 4. Appeal of Discharge, When. A discharged Employee who believes he was not discharged for "just cause" must notify the **Town** in writing within three (3) working days after receiving notification of such an action against him of his desire to appeal the discharge. In such an event, the grievance shall go directly to level 4 and shall be handled in accordance with the grievance procedure set forth in this Agreement.

Section 5. Discipline Purged from Personnel File. All discipline infractions placed in an Employee's personnel file which are received for an infraction which is less than a suspendable offense shall be purged from the Employee's personnel file, if there is no further disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspensions, but less than dismissal) shall be purged from the Employee's

personnel file if no reoccurrence of disciplinary action is received by an Employee within a twenty-four (24) month period, subsequent to the serious offense. Copies of all such records placed in an Employee's personnel file shall be provided to the Employee at the same time..

Section 6. Gifts Regulated. Acceptance of any money or gifts, other than that which is reasonable, portable, or comestible, given in the hope or expectation of securing better treatment than that accorded the public in general, is prohibited and may result in immediate discharge.

Section 7. Probationary Period. New Employees shall serve six (6) months probationary period. Prior to the expiration of the six (6) months probationary period, the **Town's** right to discharge shall remain incontestable by the **Union**. No Firefighter will receive permanent status unless the minimum standards have been met as established by the NH Fire Standards and Training, the National Registry of EMTS requirements and commercial driver's license.

Section 8. Extended Probationary Period. The probationary period may be extended an additional six (6) months by the Selectmen, upon recommendation of the Fire Chief.

Section 9. Town's Rules and Regulations. The **Union** recognizes the right of the **Town** to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the **Town's** business and reasonable penalties for the violation of such rules and regulations.

Section 10. Safety Standards. The **Town** is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other Federal and State laws. Non-compliance with the Act may result in fine and penalty to the **Town**.

Section 11. Safety Devices, Use Required. Proper safety devices shall be provided by the **Town** for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is defined as an alleged violation, misunderstanding, or misapplication with respect to any Employee, group of Employees, or the **Union** that there has been a misinterpretation or an inequitable application of any provision of this Agreement.

Section 2. Time Limits: The time limits specified in this article shall mean calendar days exclusive of legal holidays and weekends. Time Limits indicated hereinafter are considered maxima, unless extended by mutual agreement. All such agreements to extensions must be in writing.

Section 3. General Provisions:

- a. **Union Present During Grievance.** The **Union** shall be present and have the right to participate in the processing of any grievance at any level and to use representatives of its own choosing.
- b. **Town to Make Records Available.** The **Town** will make available upon request such pertinent records as payroll, correspondence, and grievance file information to the **Union** or the other documents pertinent to the processing of a grievance.
- c. **Grievances to be in Writing.** Grievances must be filed in writing on all levels.
- d. **Records Filing of Grievance Documents.** All documents, communications, or records dealing with the processing of a grievance shall be filed separately from regular personnel files.
- e. **Communicating Grievance Responses.** Responses at all levels of the grievance procedure shall be communicated in writing both to the President of the **Union** and the grievant(s).
- f. **Grievances Not to Lapse with Agreement.** No grievance in process during the term of the Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.
- g. **Failure to Communicate Grievance Decision, Proceeding.** Failure at any grievance level to meet or to communicate the decision within the specified time limits to the President of the **Union** and the grievant(s) shall permit the President to proceed directly to level 5 arbitration.
- h. **Calling Grievance Witnesses.** Either party to this Agreement shall be permitted to call Employee witnesses at each level of the grievance and the arbitration procedure.
- i. **Multiple Grievants, Filing Level.** If the grievance involves more than one individual, the **Union** may initiate such grievance at whatever level the **Union** deems appropriate, but not beyond level 4.

- j. **Time Limits Extended Only in Writing.** The time limits for the processing of grievances may be extended by written consent of both parties.
- k. **Grievances Filing Limits.** All grievances shall be initiated no later than thirty (30) days after the occurrence of the event giving rise to the grievance (forty-five (45) days if economic issues are involved.)

Section 4.

Level 1: The **Union**, upon receiving a written and signed petition from an aggrieved Employee, shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary.

Level 2: If the **Union** determines a grievance exists, the grievant(s) or the **Union** may, within five (5) days, present the grievance to the Fire Chief. Within five (5) days after receiving the grievance, the Chief shall conduct an investigation, including a meeting with the grievant(s) and the **Union**. The Chief shall respond to said grievant(s) and provide the rationale for his decision within five (5) days.

Level 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the **Union**, the grievant(s) or the **Union** may, within five (5) days, present the grievance to the Town Manager. Within ten (10) days after receiving the grievance, the Town Manager shall conduct an investigation, including a meeting with the grievant and the **Union**. The Town Manager shall respond to said grievant(s) and provide the rationale for his decision within ten (10) days.

Level 4: If the grievance is not resolved to the satisfaction of the grievant(s) and the **Union**, the grievant(s) or the **Union** may, within five (5) days submit the grievance in writing to the Board of Selectmen. Within five (5) days after receipt of the grievance, the Board of Selectmen shall meet with the grievant(s) and representatives of the **Union** for the purpose of hearing the arguments of the parties involved. Within five (5) days after said meeting, the Chairman of the Selectmen shall respond to said grievance and provide the rationale for the Board's decision.

Level 5: If the grievance is not resolved to the satisfaction of the **Union**, the **Union** may submit the grievance to arbitration in accordance with the then applicable VOLUNTARY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION or an arbitrator selected by the parties. This shall be done within twenty (20) days from the date of level 4 response. The arbitrator shall render his decision to the parties within forty-five (45) days of submission of the grievance to the arbitration. The arbitrator's decision shall be final and binding on both the **Town** and the **Union**. The cost of arbitration shall be borne by the losing party.

ARTICLE 7

PROMOTIONS

Section 1. Promotions by Examination. The Town shall provide for promotions to positions covered by this Agreement by competitive examination which may include a combination of written, oral and performance tests as a prerequisite to promotion to any position in the Department. Such examination shall be based as nearly as possible, on the normal operating procedures of the Department and on the knowledge of equipment pertaining to fire science. Testing shall be performed by the authorized (or appropriate) New Hampshire State agency. Each candidate for promotion will receive an additional ½ point on the written exam for each year of service in the Fire Department. The maximum amount of additional points will be ten (10). Notice of such examination shall be posted in headquarters at least fifteen (15) calendar days in advance of the date fixed for the examination.

Section 2. Promotions from Permanent Employees. All promotions shall be made from among permanent full time Fire Fighters provided that:

- a. **Examination Sign Up, When.** Members of the Department sign up to take the examination during the time period specified in the announcement.
- b. **Passing Grade on Examinations.** Members of the Department taking examinations have obtained a score of passing grade which will be posted as part of the announcement of the examination, as required in Section 1, above.

In the event that neither "a" or "b" occur and no promotion list is thereby established, the Town shall have the right to appoint a person from outside of the permanent Fire Fighters.

Section 3. Promotion Eligibility Lists. The Town shall establish eligibility lists for promotion to each position upon which list shall be placed the names of successful candidates, in the order of their excellence in the respective examinations. The Town shall promote the person standing highest among candidates on the appropriate list for a vacancy. If there are less than three (3) eligible Employees on the eligibility list, the Town shall establish a new eligibility list in accordance with the provisions of the preceding section of this article each time there is a position to be filled.

Section 4. Promotion Probationary Period. Any individual promoted that is required to serve a six (6) month probationary period in that new position shall remain a member of the bargaining unit until he is given a permanent appointment in his new position. If after the probationary period the individual is not given a permanent appointment in his new position he shall return to his former position and status.

Section 5. Minimum Service Period to Take Examination. Any Employee hired after March 1, 1989, shall have to serve five (5) years as a Firefighter before they can take any promotional examination.

ARTICLE 8

SENIORITY

Section 1. Seniority Defined. Seniority for Employees covered by this Agreement shall be defined as the period of continuous, full time employment with the **Town** in the work covered by this Agreement, except as broken in accordance with paragraph 4 of this section.

Section 2. Seniority Date Tie-Breaker, When. In the event that more than one Employee was employed on the same date, then the seniority shall be determined according to the grades received on their entrance examinations.

Section 3. Seniority List. A seniority list, and all additions and deletions as promulgated, shall be posted in a conspicuous place at the fire station for a period of not less than thirty (30) days after the date of signing of this Agreement. Claims for corrections to such list must be made in writing to the Fire Chief within ten (10) days after such posting. Thereafter, absent objections, said list shall become permanent and in effect, except for additions and deletions as needed.

Section 4. Seniority Broken By. Seniority shall be broken only by:

- a. Discharge
- b. voluntary quit
- c. failure to respond to a notice of recall
- d. unauthorized leave of absence
- e. overstaying an authorized leave of absence
- f. giving false reason for a leave of absence

ARTICLE 9

PERSONNEL REDUCTION

Section 1. Personnel Reductions by Seniority. In case of personnel reduction, the Employee with the least seniority shall be laid off first. Time served in the Fire Department shall be given the utmost consideration, and shall be computed from the latest date of permanent appointment to the Department.

Section 2. Seniority Tie Breaker for Reductions. In the event that more than one (1) Employee was appointed on the same date, then seniority shall be determined according to the grade received on their entrance examination.

Section 3. Filling Vacancy Created by Layoff. No new Employee shall be hired to fill any vacancy created by a formal layoff until all Employees who have been laid off have been given an opportunity to return to work.

ARTICLE 10

HOURS OF WORK

Section 1. Scheduled Duty Hours. The hours of scheduled duty shall not exceed a cumulative average of forty-two (42) hours per week in any one year, other than hours during which members may be summoned or kept on duty because of emergencies at which time they shall be paid at the rate of time and one-half, or the hours during which members shall be required to "fill-in" for an absent member at which time they shall be paid at time and one-half.

Section 2. Employees Assigned to Platoons. Employees shall be assigned to four platoons and each platoon shall be scheduled for twenty-four (24) hour shifts of duty followed by seventy-two (72) hours off. Shifts will begin at 8:00 am and will run until 8:00am the following morning. This schedule will result in an average of forty-two (42) hours per week.

The Chief, however, shall not be restricted from the assignment of officers for training, declared emergencies, schools, or other special projects or assignments within the normal duty shift, provided that the assignments shall not be used for disciplinary purposes.

Section 3. Attendance at Meetings. All officers may be required to attend twelve (12) staff or departmental meetings annually, of not more than two (2) hours duration paid at time and one-half.

ARTICLE 11

OVERTIME

Section 1. Open Shifts Defined. Open shifts shall be defined to be an absence of a Fire Fighter due to annual, sick, education or bereavement leave. Temporary, long term vacancies shall be handled in accordance with the section entitled TEMPORARY LONG-TERM VACANCIES.

Section 2. Overtime Rate. Employees covered by this Agreement shall be paid at the rate of one and one-half (1 ½) times their base hourly rate for all time actually worked, including all paid leave, except sick leave and holidays, over regular hours of scheduled duty.

(A) **Ambulance Call Back.** For purposes of ambulance call back (station coverage), the Employee shall receive a minimum of two (2) hours pay at the rate of one and a half (1 ½) times the base hourly rate. The Town agrees to require the call back of at least two (2) Employees for this purpose. The sick leave exception for overtime shall not apply to ambulance call back (station coverage).

(B) **Hold Over Pay Rate.** Hold over status from the previous shift due to emergency call shall be compensated for actual time worked, but not less than one (1) hour, on a per hour system at time plus one-half rate (or overtime rate).

(C) **Outside Paid Details.** All fire related details will be filled from the seniority list provided that if an insufficient number of personnel is obtained by using this list, qualified call/reserve Firefighters may be asked to work the detail.

Section 3. Filling Open Shifts. All open shifts shall be filled in accordance with the following procedure: the seniority list shall be called at least once in a rotating manner, starting with the next Employee who is available for the open shift. Availability shall be determined by use of the Open Shift Log, a copy of which is attached hereto as Addendum A. Each man called shall be offered an eight hour slot. Employees will not be allowed to work more than thirty-two (32) hours in a row, unless the Fire Chief determines that an emergency exists. After all available men have been called regarding each slot open to them, the Town may fill the remaining slots as needed.

Section 4. Overtime, No Exchange of Shift. An Employee accepting an overtime shift shall not be allowed to exchange that shift.

Section 5. No Back-to-Back Shifts. No overtime shall be scheduled which would result in an Employee working "back-to-back" shifts.

Section 6. Overtime Compensation Paid for Once. Overtime compensation shall not be paid more than once for the same hours under any provision of this article, the Agreement, State or Federal law.

ARTICLE 12

SHIFT EXCHANGE

Section 1. Exchange of Work Hours. The Fire Chief, or in the absence of the Chief, the Employee's immediate supervisor, may grant the request of any two (2) members of the Fire Department to exchange hours of duty or days off, provided they are equally capable of performing each other's jobs and are able and willing to make the exchange. No shift exchange may be granted which will result in "back-to-back" shifts.

Section 2. Shift Exchange Pay. Shift exchange shall not result in any change in pay or in extra overtime payments.

Section 3. Minimum Notice for Shift Exchange. Requests for shift exchange shall be made at least twenty-four (24) hours prior to the start of the first shift involved in the exchange.

Section 4. Shift Exchanges in Writing. All shift changes shall be made in writing on a standard form approved by Fire Chief and the **Union**. Each change shall be recorded onto said form, signed by both parties and placed on file with the Fire Chief. Thereafter, the Employee that has signed up for a specific shift will be held responsible to appear on duty during the shift agreed to on the above form.

Section 5. Shift Exchange, Failure to Perform, Penalty. The Employee agreeing to the shift exchange shall forfeit payment of an amount equal to any extra cost incurred by the **Town** due to his failure to provide the coverage agreed upon.

Section 6. Shift Exchange, Maximum Number. No more than one shift exchange may be granted to an Employee within any seven (7) day period.

ARTICLE 13

TEMPORARY LONG-TERM VACANCIES

Section 1. When a position becomes vacant for a period of sixty (60) days due to the long-term illness or absence of the person permanently filling that position, and the Fire Chief and the Selectmen believe that such position should be filled without delay, the position may be filled in accordance with the established eligibility list for a period not to exceed one year or, if no list exists, by a person who meets the minimum job requirements and is qualified to perform the duties of such position. If no one is available from the above two options, the temporary long-term vacancy will be filled by the seniority list.

ARTICLE 14

TEMPORARY SERVICE OUT OF RANK

Section 1. Pay for Service Out of Rank. Employees covered by this Agreement who are required to assume the duties and responsibilities of any rank higher than their own shall be compensated at that position's salary, provided said salary is not below the Employee's present salary.

Section 2. Service Out of Rank, By Seniority. For the purpose of "1" above, temporary services out of rank positions to be filled other than on a long-term basis shall be given the senior Fire Fighter on duty, whether that Employee is regularly scheduled or is an Employee working overtime, provided further that if a Captain is called back for overtime, then the Captain shall serve as the supervisor.

ARTICLE 15

FILLING A VACANT POSITION

Section 1. Filling Vacancy. A vacant position is defined as a permanent position that is vacated due to an Employee's retirement, death, or termination of employment. A vacant position will be filled with a person on the eligibility list. The appointment is to be a six month permanent probationary appointment. An eligibility list will be established using the qualifications set up by the New Hampshire Fire Standards and Training Commission.

Section 2. Captain Vacancy Testing. In the event of a vacant Captain position the Town shall conduct a test for each vacancy. The testing procedure and selection process shall be completed within six (6) months.

ARTICLE 16

PROVISIONAL APPOINTMENT

Section 1. When a position becomes vacant and when no eligibility list exists, and the Fire Chief or the Selectmen believe that said position should be filled without delay, a provisional appointment may be made. Such appointments shall be made in consideration of the recommendation of the Fire Chief. There shall be only one provisional appointment per vacant position and that appointment will not exceed forty-five (45) calendar days. If an eligibility list is not established within this time period, the vacant position will thereafter be filled by the seniority list, until a permanent probationary appointment can be made by the Selectmen. No Employee benefits shall accrue to Employees with provisional appointments. A person receiving a provisional appointment may be considered for permanent employment provided he meets the same qualifying requirements as other applicants for the position. The appointee must meet the minimum job requirements and be qualified to perform the duties of such position.

ARTICLE 17

VACATION

Section 1. Annual Vacation with Pay. Each Employee of permanent standing shall be allotted annual vacation time with pay in accordance with his current term of continuous employment, and in accordance with the following guidelines:

- a. **Accrual of Earned Vacation, Use.** All permanent Employees shall earn annual leave on an accrual based on length of service. Accrual shall be based on calendar months of service from the date of probationary appointment. However, no accrual shall be granted for a completed month of service for those Employees hired after the 20th of the month. Employees shall be eligible to use accrual leave upon completion of their probationary period. Employees shall not accumulate more than one and one-half times their annual rate of accrual. Rates of accrual shall be as follows:

Through five (5) years of service

13.25 days

After five (5) years through ten (10) years service	17.25 days
After ten (10) years through fifteen (15) years service	20 days
After fifteen (15) years service	25 days

For purposes of this section, one (1) day shall equal eight (8) hours.

- b. **No Break in Service for Paid Leave.** Any absence from duty for which leave time is paid, or for official leaves with pay, shall not constitute a break in service record.
- c. **Working Vacation, Permission Required.** No Employee shall be entitled to work his vacation with pay unless special authorization is granted by the Board of Selectmen.
- d. **Computing Earned Leave.** Time lost by reason of absence without pay, or time otherwise not worked or paid for shall not be considered in computing earned allowances of leave.
- e. **Requesting Vacations, Procedure.** Employees shall submit their vacation requests for a full shift, or more, at least one (1) week in advance. For the purposes of this section a full shift equals twenty-four (24) hours. Vacation requests for less than a full shift, up to a maximum of sixteen (16) hours, may be granted by the Chief, or in his absence the Employee's immediate supervisor, upon request. Vacation requests shall not be unreasonably denied.
- f. **Vacations, Complete Probation First.** Employees will not be allowed to utilize annual leave until they have successfully completed their probationary period.

Section 2. Retirement or Resignation, Payment for Accrued Leave. Upon retirement or resignation, an Employee shall receive payment for the number of days of annual leave to his credit. Employees removed for cause or submitting resignations without thirty calendar days notice will lose any vacation benefits previously earned.

ARTICLE 18

SICK LEAVE

Section 1. Sick Leave Accrual. Sick leave is considered to be an emergency fringe benefit used only as needed. All permanent Employees shall accrue sick leave at a rate of one (1) day for each completed month of service from the date of probationary appointment. For the purposes of this section, one (1) day shall equal ten (10) hours. Employees hired after the 20th of the month will not accrue sick leave for that month.

Sick leave may accrue to a maximum of eight hundred (800) hours. An Employee may acquire an additional 120 hours, but may not carry that 120 hours from year to year. Employees shall be entitled to sick leave from the date of probationary appointment. Time lost by reason of leave of absence without pay, or otherwise not worked or paid for shall not be considered in computing earned allowances of leave. Employees may require the **Town** to buy back accumulated sick leave over 800 hours. Sick leave will be paid at fifty (50%) percent of its value based upon the Employees current rate of pay.

Section 2. Employee to Notify in Advance When Sick. In order to be paid for sick leave an Employee must notify his immediate supervisor or department head of his absence at least one (1) hour before the start of the regular work day, unless physically unable. Failure to do so will result in the forfeiture of pay. The **Town** reserves the right to request a doctor's statement for any time missed due to illness. Illness for which sick leave may be granted is defined as actual personal illness or bodily injury.

Section 3. Paid Sick Leave, Return to Work Requirements. Sick leave will be paid at the Employee's base rate of pay. Sick leave will be reduced on an hour for hour basis of its use. An Employee returning from a sick leave which exceeds three (3) consecutive work days may be required to supply a doctor's statement certifying that the Employee's health is good enough to return to his normal duties. Accrued sick leave shall be canceled at the termination of employment other than retirement with the **Town**.

Section 4. Payment of Sick Leave Upon Retirement. Upon retirement of an Employee one hundred (100%) percent of accrued unused sick leave shall be paid to the retiring Employee. The buyout of sick leave at retirement is at 100% of the value based upon the Employees current rate of pay.

ARTICLE 19

HOLIDAYS

Section 1. Holidays. The following days shall be considered paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
*Fast Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

* Floating Holiday

Any holidays proclaimed by the Board of Selectmen.

Section 2. Payments for Holidays. In lieu of payment for each holiday, all Employees covered by this section shall receive payments of forty eight (48) hours at the Employee's regular rate in two separate checks made payable, one on the last pay day in June and, the other on the first pay day in December, whether the Employee has worked the holidays or not. Such check(s) shall equal 48 hours pay at the Employees hourly rate.

Section 3. Leaving Employment, Payment of Holidays. 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.

Section 4. Absence Before and After Holiday, Forfeit Pay. Employees who are absent for unauthorized reason on the work day directly proceeding or directly following the holiday shall forfeit pay for the holiday.

ARTICLE 20

EDUCATION

Section 1. Payment for Course Attendance, When. The **Town** shall pay Employees time and one-half for their time while attending seminars and courses that are required by the Department or Board of Selectmen. This shall also include seminars and courses required to keep or obtain a New Hampshire or National E.M.T. Certificate.

Section 2. Payment for Course Materials, Education. The **Town** shall pay for courses, books, and fill-in personnel for Employees attending classes relating to fire service or to obtain a degree in fire science, provided the expenditures are approved in advance by the Fire Chief.

Section 3. Annual Payment for Educational Degrees. In addition to the above, the employer shall pay \$650 a year to Employees that earn an associates degree and \$900 a year for a bachelor's degree in fire science or paramedicine from an accredited school. Such payments shall be made annually in a separate paycheck on the last payday in June of each contract year. Should such an Employee terminate their employment with the **Town**, they will be paid on a pro rata basis.

Section 4. Training of Probationary Employees. The **Town** agrees to provide all probationary Employees any training necessary for meeting the Town or State's standards solely at the **Town's** expense. In the event that the Employee is unable to complete the training due to exigent circumstances, the Employee shall be provided an additional six (6) months to complete the training. Should an Employee not complete the required training during the probationary period the Employee shall be deemed to have failed to satisfy their probationary period and may be terminated.

Section 5. Paramedic Certificate and Licenses. The Town agrees to pay all costs, fees, and expenses, including but not limited to, tuition, text books, travel and supplies for the attainment and maintenance of paramedic certification and licensure.

ARTICLE 21

PERSONAL LEAVE

Section 1. Each unit Employee shall have three (3) personal days for his/her use during each calendar year. Personal leave time not used during the calendar year shall lapse. Such personal leave time shall be available for use on an hourly basis and shall require a one (1) hour notice to the Chief, or in his absence the Employee's immediate supervisor, except in the case of emergencies.

ARTICLE 22

BEREAVEMENT LEAVE

Section 1. Bereavement leave with pay shall be granted when a death occurs in a permanent Employee's immediate family (Spouse, parent, step-parent, child, step-child, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandparent, step-grandparent, grandchild, step-grandchild, or a blood relative or ward residing in the same house.) Such leave will be granted for the twenty-four (24) hour work shift closest to the day of the funeral. Special leave of one eight (8) hour work shift shall be granted to an Employee for the purpose of attending the funeral in the event of the death of his sister-in-law, brother-in-law, aunt, or uncle, provided the funeral falls on the day of the Employee's regular shift.

ARTICLE 23

CIVIL LEAVE

Section 1. Paid Civil Leave. The Town shall grant leave to an Employee for any period of time he is required to appear before a court, judge, justice, magistrate, or other governmental body provided:

- a. **Duty Related Civil Leave.** Such leave is duty related and pertains or originates out of the Employee's employment with the **Town**; or
- b. **Non-Duty Related Civil Leave.** 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. Pay for Duty Related Civil Leave. For such leave as specified in Section "a" above, the **Town** shall pay to the Employee during his absence, the difference between his normal pay (including overtime pay in the case of section 1a 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. Jury Duty. An Employee required to be available for jury selection and service shall receive his 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.

ARTICLE 24

LEAVE OF ABSENCE

Section 1. Granting Leave of Absence. An Employee of permanent standing may be granted a leave of absence by the Selectmen upon the recommendation of the Fire Chief.

Section 2. Leave of Absence Without Pay. A leave of absence will be without pay, without the accumulation of leave benefits, and shall not exceed one (1) year in length.

Section 3. Standard for Granting a Leave of Absence. A leave of absence shall be granted only when it appears that it is in the best interest of the **Town**. The leave may be granted for the following reasons: ill health, education benefiting the **Town**, military leave, working for the IAFF full time. When considering a leave, the Employer will review the past records of the Employee and the purpose for which the leave is requested.

Section 4. Sick and Annual Leave – Use of

- a. **For Health Reasons.** If an Employee is given a leave for health reasons, his leave shall not begin until his accumulated sick leave has been exhausted. The Employee shall keep his accumulated annual leave, such leave hours will be compensated to said Employee, should he not resume his employment after the leave of absence.

- b. **For Other Than Health Reasons.** If an Employee is given a leave of absence for other than health reasons, his leave shall not begin until his accumulated annual leave has been exhausted. If he resumes employment with the **Town** after the leave, he may retain his accumulated sick leave; however, the sick leave will not be compensated should he not resume his employment after the leave of absence.

Section 5. Filling Vacancies During Leave of Absence. The **Town** reserves the right to replace such absent Employees with qualified temporary Employees after the expiration of the period of days equal to the Employee's sick/annual leave in accordance with the section on TEMPORARY LONG TERM VACANCIES.

Section 6. Return to Work from Leave of Absence, Pay Position Restored. Upon returning to work from a leave, the Employee shall be restored to the pay status and benefit levels he was at prior to the leave. If an Employee does not return to work on or receive an extension of leave by the designated return date, he will be considered no longer employed by the **Town**.

ARTICLE 25

INSURANCE

Section 1. Workers Compensation Provided. The **Town** shall provide Worker's Compensation Insurance for all Employees covered by this Agreement.

Section 2. Absence Due to Personal Illness or Injury. When an Employee is absent from duty, as a result of a personal injury or illness arising out of and in the course of his employment, the following shall apply:

- a. **Make Whole Period, Use of Accrued Leaves.** For the first two (2) months of Worker's Compensation coverage, the injured Employee may use his accumulated annual and/or sick leave on a pro rata basis, in order that the injured Employee receives his full net pay after deduction for retirement contributions.
- b. **Make Whole Without Use of Accrued Leaves.** After the first two (2) months coverage, in accordance with paragraph "a" above, the injured Employee shall be paid his full, net pay, less the amount of Worker's Compensation. Payment made under the provisions of this paragraph shall not be charged to the Employee's annual/ accrued sick leave, and shall match the Employee's net pay after deduction for retirement contributions.

- c. **Town to Re-evaluate Claim.** After four (4) months coverage, in accordance with the provisions of paragraph "a" and "b" above, the **Town** shall have the right to re-evaluate the extent, permanency and appropriateness of the Employee's injury.
- d. Employees may use sick leave and annual leave to make themselves whole during periods of Workers' Compensation and short term disability. Upon returning to work the Employee may buy back any used time but must do so within 90 days of returning to work by making a lump sum payment to the **Town**.

Section 3. Term Life Insurance. The **Town** will provide each Employee covered by this Agreement with a term life insurance policy with accidental death and dismemberment features in the amount of Fifty Thousand (\$50,000) Dollars, with a double indemnity provision for death in the line of duty.

Section 4. Short-Term Income Disability Protection. The **Town** will provide short-term twenty-six (26) weeks disability income protection insurance for unit Employees, at no cost to the Employees, for all non-occupational incurred disabilities. Said level of benefits shall be two-thirds (2/3) of the Employee's weekly earnings to a maximum of five hundred (\$500.00) dollars per week in accordance with the terms of the carrier. See Appendix D.

Section 5. Long-Term Income Disability Protection. The **Town** will provide long term disability insurance for unit Employees, at no cost to the Employees, for all non-occupationally incurred disabilities. Said level of benefits shall be sixty (60%) percent of basic monthly earnings to a maximum of six thousand (\$6,000.00) dollars per month in accordance with the terms of the carrier. See Appendix E.

Section 6. Long-Term Disability Income Protection, Effective When. The parties further agree that the long term disability insurance set forth in this section shall take effect only when the policy's group eligibility requirements have been fulfilled.

Section 7. Health/Medical Insurance. The **Town** will provide a group hospital, surgical and extended benefits plan, Blue Cross/Blue Shield JY coverage, million dollar major medical, Managed Care and Participating Provider Differential endorsements included. The **Town** will pay ninety percent (90%) of the premiums for single, two person, or family coverage of the Employees, as applicable, if the Employees are eligible for such coverage with the Employee paying the remaining ten percent (10%) of the premium by payroll deduction.

Health/Medical Coverage, No Co-Pay. The **Town** will also make available enrollment in Blue Cross/Blue Shield Blue Choice Plan and Matthew Thornton HMO. For Employees who enroll in either the Blue Cross/Blue Shield Blue Choice Plan or Matthew Thornton HMO plan, the **Town** will pay one hundred percent (100%) of the premiums

for single, two person or family coverage of the Employees, as applicable, if the Employees are eligible for such coverage.

- a. **Retired Employees Health/Medical Insurance.** Employees who retire under the New Hampshire Retirement System from the Fire Department will be permitted to continue their coverage with Blue Cross/Blue Shield by paying the premium currently in effect directly to the **Town**. Payment by the retiree is the responsibility of the retiree and the **Town** is not responsible or liable for termination of coverage due to the retiree's failure to pay the premium.

Section 8. General Liability Insurance. The **Town** will continue to provide a general liability insurance policy for all Employees covered by this Agreement in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars and agrees to provide an "umbrella policy" in the amount of at least One Million (\$1,000,000.00) Dollars.

Section 9. Dental Insurance The **Town** shall provide, at no cost to the Employee, dental insurance for him and his dependents. Such insurance shall provide a level of benefits at least equal to those set forth in Appendix B of this Agreement.

Section 10. Section 125 Flexible Spending Account. The Employees will be able to retain a section 125 Flexible Spending Account in the amount of \$2,000.

Section 11. Survivors Insurance. In the event that an Employee dies while on duty, or as a result of injuries sustained while on duty, the **Town** agrees to continue to provide the Employee's spouse and dependent children with the health/medical and dental insurance outlined in this article on the same basis as if the Employee were alive and employed by the **Town**. Such insurance coverage shall continue for each individual dependent child until that child reaches the age of eighteen (18) years; marries, or becomes otherwise emancipated. Such coverage shall also continue for the spouse for so long as he/she remains unmarried or obtains insurance coverage under Medicare, etc.

ARTICLE 26

UNIFORM ALLOWANCE

Section 1. Town to Provide Protective Clothing, Devices. All protective clothing or protective devices required in the performance of an Employee's duty shall be furnished without cost to the Employee.

Section 2. Annual Uniform Allowance. All Employees covered by this Agreement shall be paid an annual uniform allowance in the amount of \$750.00.

Uniform allowances required to be paid in accordance with this article shall not be paid to any Employee who is on leave, whether medical or a leave of absence, until such Employee shall return to work.

Section 3. New Employee's Uniforms. Any full time Employee hired by the **Town** of Seabrook will receive the required clothing directly from the **Town**.

ARTICLE 27

RECALL TO BOX ALARMS

Section 1. Off-Duty Recall. All off-duty Employees covered by this Agreement may be subject to recall to a box alarm. Recall shall be paid in accordance with a percentage formula of recorded responses to box alarms while off-duty, in accordance with Schedule A.

Schedule A
(Effective beginning for the year 2001)

<u>% of Responses</u>	<u>Annual Compensation</u>
60% or more	\$3,000.00
50-60%	\$2,500.00
40-50%	\$2,000.00
30-40%	\$1,850.00
20-30%	\$1,700.00
10-20%	\$1,550.00

Section 2. Payment for Recall. Employees shall be paid twice a year with separate and distinct checks, the first payment being made on or before the last pay day in June and the second payment being made on or before the first pay day in December.

ARTICLE 28

WAGES

Section 1. Wages. The salary schedules for the Firefighters and Captains shall be adjusted as follows:

Schedule A

Schedule A shall become effective on April 1, 2007. This schedule reflects a three (3.0%) percent increase in wages for both Privates and Captains.

	FF/EMT	FF/EMT-I	FF/EMT-P	Capt/EMT	Capt/EMT-I	Capt/EMT-P
Hire	19.766	20.146	20.486	20.744	21.124	21.464
6 months	20.219	20.599	20.939	21.280	21.66	22.00
18 months	20.724	21.104	21.444	21.857	22.237	22.577
28 months	21.259	21.639	21.979	22.701	23.081	23.421
40 months	21.805	22.185	22.525	23.505	23.885	24.225
60 months	22.300	22.68	23.02	24.174	24.554	24.894
120 months	24.092	24.472	24.812	26.028	26.408	26.748
180 months	24.813	25.193	25.533	26.811	27.191	27.531
240 months	25.554	25.934	26.274	27.617	27.997	28.337

Section 2. Step Increases. All step increases shall be payable in the first full pay period after attainment of anniversary.

Section 3. Mechanic and Training Instructor Pay. The in-house mechanic and training instructor shall be paid weekly at a rate of twenty-five (\$25) Dollars.

Section 4. Commercial Driver's License Reimbursement. The Town shall reimburse each Employee the difference in the cost of issuance of a commercial driver's license over the cost of an operator's license.

Section 5. 457 Plans. Employees in the Department will be provided with the opportunity to participate at their own cost in the Town's voluntary deferred compensation supplemental retirement plan administered by ICMA. The Town shall provide the Union members with the ability to contribute to the Professional Fire

Fighters, police officers and public employees section 457 plan in addition to any of the plans offered by the Town.

ARTICLE 29

DURATION OF AGREEMENT

Section 1. Agreement Duration. The duration of this Agreement shall be from **April 1, 2007**, and remain in effect until **March 31, 2008**.

Section 2. Conditions of Agreement Remain in Force. Subsequent to the expiration of the Agreement and prior to the effective date of any new Agreement, all the conditions, benefits, and practices in existence during the term of the expired Agreement shall remain in full force and effect and will be continued without change.

Section 3. Severability Clause. If any provision of this Agreement, or the application of such provisions shall be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21ST day of March, 2007.

WITNESS:

Kenny J. O'Connor

BOARD OF SELECTMEN

Richard Alston

Robert J. Moran

Brendan Kelly



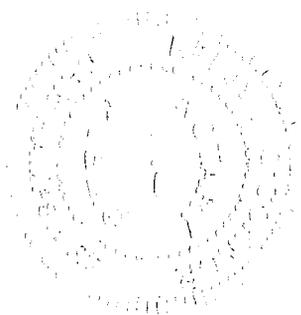
WITNESS:

SEABROOK FIREFIGHTERS
ASSOCIATION

Kelly J. O'Connor [Signature]

[Signature]

Mar P. Biland - town



WITNESS:

TOWN MANAGER

Kelly J. O'Connor Craig Klemm