



**AGREEMENT BETWEEN**  
**THE TOWN OF WINDHAM**  
**AND**  
**THE PROFESSIONAL FIREFIGHTERS ASSOCIATION**  
**I.A.F.F. LOCAL #2915**

April 1, 2011 - March 31, 2017

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**Article 1**  
**AGREEMENT**

This Agreement is entered into on this 1<sup>st</sup> day of April 2014 between the Town of Windham, New Hampshire, hereinafter referred to as the "Town", and the Professional Firefighters Association, IAFF Local #2915 (as recognized by the Public Employee Labor Relations Board), hereinafter referred to as the "Union".

Whereas the Town and the Union have as their intent and purpose to promote and improve the efficiency and quality of the public service provided by the Town to the citizens of the Town of Windham, New Hampshire, and

Whereas, the Union and the Town agree that this goal can best be achieved through a harmonious relationship between them, in consideration of the mutual covenants and promises herewith contained the Town and the Union do hereby agree as follows.

**Article 2**  
**RECOGNITION AND UNIT DESCRIPTION**

1. The Town recognizes the Union as the exclusive bargaining agent for the following regular permanent members of the Town's Fire Department:

Lieutenants  
Firefighters  
Firefighter/Mechanic

2. Excluded from recognition or coverage under this Agreement are the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, Fire Inspector and the Secretary.
3. Any position which either party wished to be added to inclusions / exclusions can be processed through a modification request to the PELRB.
4. A description will be prepared by the Town for each position covered under this agreement which will generally outline the position's duties and responsibilities and the prerequisite knowledge, skills and abilities of each position. All position descriptions shall be retained at the Selectmen's Office and shall be available for review.

**Article 3**  
**NON-DISCRIMINATION**

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, marital status, or membership or non-membership in the Union.

**Article 4**  
**MANAGEMENT RIGHTS**

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, function, and policies of the Town without prior negotiations with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: a) the right to direct employees; to determine qualification, promotional criteria, hiring criteria, standards of work, and to hire, promote,

transfer, assign, retain employees in positions and to suspend, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this Agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Fire Department operations; d) the right to determine the means, methods, budgetary and financial procedures and personnel by which the Fire Department operations are to be conducted; e) the right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies; f) the right to make rules, regulation, and policies not inconsistent with provisions of this Agreement and to require compliance therewith; and g) the right to subcontract.

2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in the Agreement, except that where management right is specifically required to be exercised in accordance with a specified procedure as provided in the Agreement, grievances alleging a failure to comply with such procedure will be subject to Grievance Article 32 of this Agreement.
3. Nothing in this Agreement shall be construed to limit the right of the Chief or his designee to command the Fire Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

#### **Article 5** **RIGHTS INCIDENTAL TO REPRESENTATION**

1. The Union officers and representatives shall be the President, or designee, Vice-President, Treasurer, Secretary, and an alternate who shall be permitted to assume the duties of the President, or designee, Vice-President, Treasurer, or Secretary, in his or her absence.
2. **Selection of Representatives:** Union employee representatives shall be selected in any manner determined by the Union from among those actively employed by the Town. The Union shall furnish the Town with a roster of local officers and stewards. The Union will keep the Town informed in writing within ten (10) days of any changes regarding these Union representatives. In no case shall the number of Union Stewards exceed one representative per station.
3. **Leave for Negotiations.** Up to two (2) members of Local #2915, selected by the Union, will be granted leave with pay for the purpose of attending, collective bargaining negotiating sessions with the Town that are conducted during their normal working hours.
4. **Union Leave.** Members of the Union shall be granted an annual aggregate total of forty-eight (48) hours of leave to attend conventions, conferences, and Union meetings with prior approval of the Chief or his Designee. Approval will be based upon a written request from the Union, which outlines the purpose for the leave and attendee(s). If the Chief determines that any conventions, conferences, and/or Union meetings are in the mutual interest of the town and the Union, the Chief may use his discretion to detail members to those meetings. These hours are not inclusive with the 48 hours allowed.
5. The Town shall allow the Union reasonable space at the Windham Fire Station for monthly Union meetings, subject to the following conditions:
  - a. Request for such use is made in a timely and reasonable manner.
  - b. Reasonable space, as determined by the Chief or his Designee, in conjunction with the Union President, is available.

6. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his Designee and the amount of time in which the officers are engaged in such activity is reasonable.

#### **Article 6 DUES DEDUCTION**

1. Upon individual written authorization signed by a Union member covered by this Agreement 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 certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if an 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 pay period. The Town shall send the amount so deducted once a month to the Treasurer of the Union.
2. The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the operation of this article.
3. The Town shall require, as a condition of employment, every member of the bargaining unit that chooses not to maintain membership in the union to make payment(s) to the union, through payroll deduction, for the cost of collective bargaining and contract administration. The amount of this fee shall be 80% of the regular dues as stipulated in the union by-laws.

#### **Article 7 USE OF BULLETIN BOARD**

The Town agrees to provide a bulletin board in the Windham Fire Station or Stations, for the purpose of allowing the Union to inform its membership of Union business. The Union agrees to promptly provide copies of all materials being posted to the Chief. The Chief may require that materials be removed from the bulletin board if they are of a publicly offensive nature or do not relate to the activities of the Union.

#### **Article 8 HOURS OF WORK AND OVERTIME**

1. **Normal Work Schedule.** The normal tours of duties for Firefighters shall be one (1) twenty four (24) hour shift, followed by one (1) twenty four (24) hour rest period, followed by one (1) twenty four (24) hour shift, followed by five (5) twenty four (24) hour rest periods, except under emergency conditions in order to properly fill shifts with existing personnel, days of rest need not be consecutive.
2. **Overtime.** Overtime for Town employees who meet the Fair Labor Standards Act definition of employees working in fire protection activities shall be paid time and one-half their normal hourly rate for all assigned hours worked in excess of their normally assigned schedule.
3. **Minimum Call Back.** Those employees called back to work (tone or coverage) shall be paid a minimum of one (1) hour of overtime or two (2) hours of overtime if called back to work (tone or coverage) between the hours of 12:00 am and 6:00 am.

4. Any portion of time after the minimum hours in accordance with section 3, 5, or 6 shall be paid at time and one half to the nearest quarter hour in accordance with the table below.

| <u>Minutes Worked</u> | <u>Time Paid</u> |
|-----------------------|------------------|
| 0 through to 7        | 0                |
| 8 through to 22       | 15               |
| 23 through to 37      | 30               |
| 38 through to 52      | 45               |
| 53 through to 60      | 60               |

5. The Fire fighter / Mechanic will be compensated at their overtime rate for any maintenance work completed on non-department equipment/vehicles. This work will be done on a scheduled overtime basis coordinated by the Fire Chief. Any such hours paid for work on no-departmental equipment/vehicles will be considered contracted services for the purpose of hourly rate recalculations, thus are not eligible for any further compensation if and when recalculation of the hourly rate is completed.

**Article 9**  
**OVERTIME ADMINISTRATION**

1. An overtime list shall be approved by the Chief and maintained at the Station.
2. The overtime list as currently constituted (i.e based on seniority and hours of overtime worked) and administered, shall be used to cover all overtime.

**EXCEPTIONS:**

- a. When career Firefighters attend schools or seminars and have been released from duty with pay, the Chief or his Designee shall have the discretion to fill the time frame with paid call personnel.
- b. In instances where a full time career fire fighter is out due to illness, workers compensation injury or other job or non-job related disability, the town may fill their position with station qualified paid call personnel after the individual has been out of work for a period of at least three tours of duty as follows:

Beginning with the first shift at the start of the fourth tour of duty the town shall be authorized to fill every other shift with a station qualified paid call firefighter using the procedures used for filling all other shifts. For purposes of clarification this means that the first shift shall be offered to station qualified call-firefighters and if unable to be filled then to fulltime firefighter/lieutenants. The second shift shall be offered to fulltime firefighter/lieutenants and if unable to be filled then to station qualified call-firefighters. This rotation shall continue for the remaining shifts to be covered.

3. All overtime shall be offered to full time career personnel first.
4. Entire shifts shall not be released at one time. One member of a shift must remain on duty. The Chief shall use discretion in unusual cases. Example: Schooling, etc.
5. An employee will not be allowed to work his/ her own overtime. They shall be passed over for such assignments.

6. If a firefighter cannot cover for another firefighter, career, or paid call, the Duty Chief shall fill their shift in the best interest of the Town. The Chief or his Designee shall use discretion to fill the time with Lieutenants list.
7. If a Lieutenant cannot cover for another Lieutenant, the Lieutenant shall use the firefighter list to find coverage. The senior firefighter shall assume the responsibilities of acting Lieutenant for the shift period. (only after notification to the Duty Chief).
8. The shift Lieutenants shall be responsible to fill approved overtime as soon as operationally feasible. Upon filling the shift, it will be the responsibility of the shift Lieutenants to advise the Duty Chief as to which individual will work the overtime schedule.
9. All time off approved well in advance shall be filled two (2) weeks prior to the first scheduled day off, by the Lieutenants.
10. The Chief shall have the right in emergency situations to cancel any and all leave. If any cancellation takes place, the rule shall be last person approved shall be first cancelled whenever it is necessary to cancel time off.
11. In the event of an emergency where a shift is not covered via canceled leave or the overtime procedure above, and where the Town desires to holdover a member of the previous duty shift, the least senior member of the previous duty shift shall be selected to fill the opening regardless of rank, provided a member of the oncoming shift has at least three (3) years full time department experience. In the event a member of the oncoming shift does not have at least three (3) years full time department experience, the shift shall be filled by the next least senior member(s) of the previous duty shift until such time as the oncoming shift has a member with at least three (3) years department experience.

#### **Article 10**

#### **COMPENSATION AND FILLING OF TEMPORARY ASSIGNMENTS**

1. An employee who works out of classification in a position assigned to a higher labor grade (e.g., firefighter working as an "Acting Lieutenant") shall be compensated at the higher rate of pay for the time actually worked in the higher labor grade.
2. When an employee works out of classification in a position assigned to a lower labor grade there shall be no reduction in his or her rate of pay.
3. If a Lieutenant's position is vacant for more than two (2) tours of duty ( four (4) consecutive twenty four (24) hour shifts) the Chief or his Designee will have the right to temporarily assign a Firefighter to Acting Lieutenant for that time period. This temporary assignment must be filled from the active eligibility list for the position of Lieutenant. The designated senior firefighter will be offered the position first. In the event a position is vacant again, the next senior Firefighter will be offered the next position. This rotation will continue for the life of the eligibility list.

If a Lieutenant is detailed, the senior firefighter on that shift will be assigned to the position of Acting Lieutenant for that shift. In the event a permanent vacancy occurs, the position shall be filled within thirty (30) working days from the active eligibility list of Lieutenant.

#### **Article 11**

#### **NOTIFICATION TO UNION OF POLICIES AND PROCEDURES**

The Chief agrees to promptly provide the Union President with copies of all general orders, rules, regulations, S.O.P.'s and other notices prepared for general distribution.

**Article 12**  
**PROBATIONARY PERIOD AND SENIORITY**

1. The probationary period shall be twelve (12) months in length. Employees may choose to join the Union after they have satisfactorily completed the probationary period.
2. Seniority shall mean the length of full-time services with the Windham Fire Department, beginning with the first day of employment.
3. Seniority shall only be applicable after the completion of the probationary period.
4. Where two (2) or more employees are hired on the same date, their date of birth shall determine who is the senior employee. The employee with the earliest month of birth shall be deemed to be most senior.

**Article 13**  
**SALARIES**

1. Effective April 1, 2011, April 1, 2012, and April 1, 2013 wage rates for all union employees shall be increased by 0%, meaning that the wage scale in place as of March 31, 2011 will remain the same through March 31, 2014. Wage rates for all union employees shall be increased by 2.5% effective April 1, 2014, 2% effective April 1, 2015, and 2% effective April 1, 2016. The salary scale applicable for April 1, 2011 through March 31, 2017 is shown in appendix A attached and incorporated herein.
2. Step increases will be granted, to eligible employees, from April 1, 2014 to March 31, 2017 in accordance with Appendix A. Step increases shall be effective at the beginning of the payroll period closest to the employee's anniversary date.
3. Retroactive pay shall be due and owing only to employees who are in the active employ of the town as of the date that this Agreement is signed.
4. Any Hazmat District Tech Team member who responds to a haz mat district sanctioned training or active emergency response while off duty will have \$2 added to their normal hourly rate. If an individual is needed to respond while on duty, they will be detailed to the sanctioned training or active emergency response and they will be compensated at their normal hourly rate.

**Article 14**  
**TRADING OF SHIFTS**

Full time career personnel shall be authorized to trade shifts in accordance with the following procedures:

1. The trading of shifts is defined as the trading of whole shifts or a portion of any shift within rank between full time career personnel based upon functional staffing needs. Probationary employees are not permitted to swap shifts, unless they have been declared Station Qualified.
2. Employees earned time, and bereavement leave will take precedence over trading of shifts. Exceptions may be granted for personnel attending approved college level courses.
3. The trading of shifts must have prior approval of each group Lieutenant or, in their absence, the Duty Chief. Such requests shall not be unnecessarily denied.
4. The minimum amount of time for trading of shifts will be one (1) hour.

5. The trading of shifts will not cause any personnel to work more than forty-eight (48) consecutive hours. Any forty-eight (48) hours consecutive tour of duty must be followed by a ten (10) hour period of off duty status.
6. The obligation incurred by trading time shall be the sole responsibility of the individuals involved and will not obligate the Town in any way.
7. The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

**Article 15  
LAYOFF/RECALL**

1. When it is necessary to reduce the workforce, layoffs will be made within the Windham Fire Department on the basis of seniority without regard to classification, as established in this contract. "Bumping" rights are thus afforded to senior employees.
2. In the event that a recall is necessary, Union members shall be recalled in the reverse order of the layoff process outlined above. Said recall procedure will be used only within twelve (12) months of the original layoff.
3. In the event a Union member is recalled to a full-time position within the twelve (12) month time period, seniority shall be restored and the time off shall be considered time in service. Any benefits paid at the time of layoff shall not be paid again. The union member shall be placed at the step in the appropriate salary range closest to his or her salary at the time of layoff.

**Article 16  
HOLIDAYS**

1. All full time permanent employees shall be paid eleven (11) holidays per year, designated as:

|                   |                        |
|-------------------|------------------------|
| New Years Day     | Columbus Day           |
| Civil Right's Day | Veteran's Day          |
| President's Day   | Thanksgiving Day       |
| Memorial Day      | Day after Thanksgiving |
| Independence Day  | Christmas Day          |
| Labor Day         |                        |

2. Employees assigned to shift duties (average of 42 hours /week), regardless of whether they are normally assigned to work on a holiday or not shall receive compensation of ten (10) hours of straight time for the holiday as referenced above, in addition to their regular pay for that period.
3. Employees who are required to work on a holiday for which they were not scheduled to work shall be paid time and one half their normal rate of pay for the time worked or straight time if applicable, in addition to their ten (10) hour holiday pay. For clarification purposes this means that overtime on a holiday is compensated as if it were any other day during the year.
4. For purposes of holiday pay, hourly rate equals yearly salary of 2184 hours.
5. Employees working shift tours of duty shall observe the actual Holiday date. Christmas will be observed from 1800 hrs. December 24th to 1800 hrs. December 25th. New Years will be observed from 1800 hrs. December 31st to 1800 hrs. January 1st. All office staff employees shall receive the holiday date observed by the Town.

6. In the event an employee normally scheduled work on a holiday utilizes earned time in lieu of working said holiday, the ten-hour holiday pay due said employee shall be paid to employee working said holiday on a prorated basis, and not the employee utilizing earned time.
7. Any employee who works a scheduled shift on the Christmas or Thanksgiving Day holidays will receive twenty four (24) hours holiday pay for these holidays.

**Article 17  
EARNED TIME**

1. Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

For the purposes of calculations, the word "day" shall have the equivalent meaning as twelve (12) hours for an employee on a 42 hour tour of duty schedule.

|    |                             |                                  |                                 |                        |
|----|-----------------------------|----------------------------------|---------------------------------|------------------------|
| 2. | <b>Years of<br/>Service</b> | <b>Hrs. Accrued<br/>Per Hour</b> | <b>Hrs Accrued<br/>Per Year</b> | <b>Annual<br/>Days</b> |
|    | 0 thru 5                    | .1099                            | 240                             | 20                     |
|    | 5 thru 10                   | .1374                            | 300                             | 25                     |
|    | 10 thru 19                  | .1649                            | 360                             | 30                     |
|    | after 19                    | .1924                            | 420                             | 35                     |

These rates are based on average 42 hour week employee (2184 hours per year) and are prorated based on hours of work per week for those individuals who do not work the average 42 hours per week, with the proration being calculated down using the Hours Accrued per Year Column.

For any employee entering the Union after April 1, 2014 earned time shall accrual as follows:

|                             |                                  |                                  |                        |
|-----------------------------|----------------------------------|----------------------------------|------------------------|
| <b>Years of<br/>Service</b> | <b>Hrs. Accrued<br/>Per Hour</b> | <b>Hrs. Accrued<br/>Per Year</b> | <b>Annual<br/>Days</b> |
| 0 thru 5                    | .0659                            | 144                              | 12                     |
| 6 thru 10                   | .0989                            | 216                              | 18                     |
| 11+ years                   | .1319                            | 288                              | 24                     |

These rates are based on average 42 hour week employee (2184 hours per year) and are prorated based on hours of work per week for those individuals who do not work the average 42 hours per week, with the proration being calculated down using the Hours Accrued per Year Column.

3. For the purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article VII). Employees accumulate Earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.
  - a. Increases in accrual factors shall be effective on the first day of the pay period closest to the date the employee's level of accrual is scheduled to change.

4. **Termination and Restoration of Service Credit:** An employee whose break in service from the Town is less than one (1) year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one (1) year an individual will earn one (1) year credit for each year of employment after return, until the total past credit is accrued. After five (5) years of employment following return to work, credit for all previous service will be given.

5. **USAGE**

a. Earned days may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.

Earned Time cannot be used by the employee to gain extra paid overtime during his/her regularly scheduled shift.

b. Earned days may be used in units of one half (1/2) or more hours.

c. **Minimum Usage:** There is a minimum usage of Earned Days required each year. See schedule to follow:

| <u>Years of Service</u> | <u>Minimum Usage Per Year*</u> | <u>40 hour</u> | <u>42 hour</u> |
|-------------------------|--------------------------------|----------------|----------------|
| 0 thru 5 years          | 10 days                        | 80             | 120            |
| 5 thru 10 years         | 12 days                        | 96             | 144            |
| 10 thru 19 years        | 15 days                        | 120            | 180            |
| After 19 years          | 17 days                        | 136            | 204            |

For those employees entering the Union after April 1, 2014 minimum usage shall be as follows:

| <u>Years of Service</u> | <u>Minimum Usage Per Year*</u> | <u>42 hour</u> |
|-------------------------|--------------------------------|----------------|
| 0 thru 5 years          | 6                              | 72             |
| 6 thru 10 years         | 9                              | 108            |
| 11+ years               | 12                             | 144            |

\*Computation of minimum usage will be calculated from January 1 to December 31 annually. In calendar years where an employee's rate of accrual changes, the minimum usage for that calendar year will equal one-half of the hours accrued in that year. The Town, on or before November 1 of each year, will notify in writing each bargaining unit member of the remaining amount of earned time that must be used by December 31 pursuant to the minimum usage in Article 15, section 5(c).

If the Town delays this notification until after November 1, the deadline for using the minimum usage will be delayed beyond December 31 by the equivalent number of days.

d. Earned days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of hours taken meets or exceeds the minimum required usage as indicated.

e. Days converted into the Sick Leave Pool do not count towards minimum usages.

f. Earned Time benefits accrue only during the initial three (3) pay periods of Sick Leave Pool usage. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.

- g. An employee is limited to taking no more than eight (8) consecutive work days (scheduled shifts) of earned time immediately prior to their date of termination or retirement from the Town
6. **Sick Leave Pool:** The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
- 1) Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability for those employees normally scheduled to work 2080 hours per year or on the third consecutive work day for those employees normally scheduled to work 2184 hours per year.
  - 2) A physicians' report must accompany the request to use Pool days.
  - 3) It is not necessary to use up all Earned Days before using Pool Days.
  - 4) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
  - 5) Periodic physicians' reports may be required.
  - 6) The maximum Pool day accrual is 150 days (i.e., the maximum conversion of Earned days is 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned days may not be converted to Pool days at any other time.
7. **Termination:** Earned Time up to a maximum of one thousand two hundred (1,200) hours for those employees in the Union prior to April 1, 2014 and seven hundred (700) hours for those employees in the Union after April 1, 2014 will be paid at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an Act which demonstrates unfitness for continued employment within the Town, such as theft or immoral conduct. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned Time accrual, based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Board of Selectmen. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.
- a. Earned Time is paid at the same base rate at time of termination.
- b. Employees entering the Union prior to April 1, 2014, are allowed to accumulate up to a maximum of one thousand twelve hundred (1,200) hours in their earn time account as of December 15<sup>th</sup> of each calendar year. Employees entering the Union after April 1, 2014 are allowed to accumulate up to a maximum of seven hundred (700) hours. Those employees who have more than their allowed maximum accruals as of the pay period ending immediately after December 15<sup>th</sup> each year will be able to be paid up to ninety-six (96) hours of earned time at their then current rate, payable during the last pay period of the year. Any time still remaining above their applicable maximum levels allowed as of December 15<sup>th</sup> each year, after any hours converted for payment, shall be forfeited by the employee and

removed from their leave balances.

- c. Those employees having more than one thousand, two hundred (1,200) hours of earned time as of April 1, 2014 shall receive a one-time payment at 100% of the employee's then current base rate of pay for those hours above one thousand two hundred (1,200) on that date. Payment of amount due shall be made no later than July 15, 2014. Those employees shall then be covered by the same balance limits as all other employees who were in the Union prior to April 1, 2014.

### **Article 18 BEREAVEMENT LEAVE**

1. In case of a death in an employee's immediate family, the employee may be granted leave of absence with pay for the work days falling between the time of death and the day of the funeral, not to exceed three (3) days. In special cases, the Board of Selectmen may grant additional leave of absence if it is deemed to be in the best interest of the employee and the Town of Windham.
2. Immediate family is defined as spouse, child, step-child, foster child, grandchild, brother, sister, parent, grandparent, grandparent-in-law, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative residing in the same household as the employee.

### **Article 19 CLOTHING AND UNIFORM ALLOWANCE**

1. The Town will provide a uniform allowance for uniformed personnel in the amount of five hundred dollars (\$500.00) effective April 1, 2008 and six hundred fifty dollars (\$650.00) effective April 1, 2010 to offset the costs of purchasing and maintaining the uniform standards set by the Chief.
2. The Chief will prepare and maintain standard uniform requirements and approved vendors for purchase of uniforms.
3. Uniform allowances shall be paid as follows:
  - a. fifty (50) percent of this allowance shall be paid during the first (1st) pay period of April, following the annual Town Meeting.
  - b. The remaining fifty (50) percent of this allowance shall be paid the first (1st) pay period of October.

### **Article 20 REIMBURSEMENT OF EXPENSES**

Reimbursement for lodging, travel and meal expenses shall be allowed providing the expenses are reasonable and in accordance with the following:

**Lodging:** Receipts must be presented to verify rates, duration of stay, and other charges. Double occupancy accommodations must be used whenever appropriate.

**Travel:** Round trip travel by car will be compensated at the applicable IRS approved rate. The Board of Selectmen will consider requests for airfare for trips greater than 200 miles. Means of travel must be accomplished by the least expensive mode, unless otherwise authorized by the Selectmen.

The amount of mileage shall be calculated from the Fire Station to the point of destination. If a department vehicle is available for use by the employee and the employee chooses not to use the vehicle, the employee shall not be entitled to any mileage reimbursement

**Meals:** Any employee required to attend a seminar or conference and needs overnight lodging will be entitled to reimbursement for the following expenses provide they are not included in the registration fees:

|           |        |          |         |
|-----------|--------|----------|---------|
| Breakfast | \$5.00 | Dinner   | \$15.00 |
| Lunch     | 7.00   | Per Diem | 27.00   |

**Request for Reimbursement Procedure:**

1. Request must be made on a "Request for Check" form, and be accompanied by all receipts.
2. Reimbursement request shall be reviewed and approved by the Chief prior to submission to the Selectmen's Office.

**Article 21  
PROMOTIONS**

1. The Town shall provide for promotions to positions covered by this Agreement by competitive examinations which may include a combination of written examination from an outside testing agency that certifies the testing instrument has been validated and approved for the job(s) to which it is being applied, 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 knowledge of equipment pertaining to fire science. Notice of such examination shall be posted in the fire station at least sixty (60) calendar days in advance of the date fixed for the examination. (For clarification the following positions are covered by this agreement: Lieutenant).
2. All promotions shall be made from among permanent full-time Firefighters provided that:
  - a. In order to be eligible for promotion the candidate must have completed a minimum of five (5) years fire fighting service, with a minimum of three (3) of these years full time with the Windham Fire Department.
  - b. Members of the department sign up and take the examination during the time period specified in the announcement.
  - c. Members of the department taking the examination shall obtain a passing grade of 70% on the written portion.
    - 1) The complete promotional examination shall consist of three (3) parts. The percentage which each part contributes to the total examination score shall be written exam 60%, assessment center 20%, and Oral Board 20%.

In the event that neither a nor b occur and no promotion list is thereby established, the Selectmen shall have the right to appoint a person from outside of the permanent Firefighters.

An employee must attain a 70% score on the written examination in order to continue in the promotional process.

3. The Town shall establish an eligibility list for promotion to each position upon which list shall be placed the names of the three (3) candidates with the highest total test scores (such scores shall not be part of the eligibility list or the basis for promotion). Eligibility lists remain active for three (3) years after which time retesting will be required.

4. **Notification:** All notification of testing shall be posted as provided above and all test posting shall include the following information:
  - a. A general outline of the subject areas to be covered by the written and oral exams.
  - b. The closing date for applications to take the examination.
  - c. A complete job description of the vacancy to be filled.
  - d. The number of vacancies to be filled by the examination.
  - e. A suggested list of study materials. The suggested resource listing shall be posted by Jan. 1 of each year and be inclusive for the testing period.

**Article 22**  
**ACADEMIC REIMBURSEMENT**

1. Union members in accordance with Section "a" below, may request reimbursement for the cost of tuition for job-related course(s) as defined in subsection "b" taken at their own initiative. On an annual basis, The Town will allocate the lesser of the total amount requested or \$7,500 for this purpose. In no case shall an individual member receive more than \$1,500 in academic reimbursement in any one budget year.
  - a. All union members are eligible to receive academic reimbursement for job related courses taken towards attainment of either an associates or bachelor's degree. An employee must hold the rank of Lieutenant in order for them to be eligible for reimbursement for courses taken towards higher degree attainment beyond a bachelor's degree."
  - b. "Job related" shall be limited to mean those courses or classes which are part of a matriculated college course of study leading to the attainment of degrees in Fire Administration, Fire Science, Fire Prevention, Fire Protection, or Hazardous Materials / Environmental Science.
  - c. Any union member currently matriculating in a college degree program as of December 31, 2007 which would not meet the requirements of sections a and b above shall be grandfathered for purposes of completing their degree program, however, should they discontinue taking classes and cease being enrolled in the matriculated program they shall forfeit their grandfathered status and be then subject to the requirements of sections "a" and "b"
2. Unless waived by the Town, the Union member shall submit to the Chief by each November 15th, the title of the course or courses, the name of the educational institution, and the cost of the course or courses in order to be eligible for academic reimbursement.
3. The Chief will submit all requests received for academic reimbursement to the Board of Selectmen for final approval. In the event all applications for academic reimbursement, cannot be honored by the Town due to budget restrictions, each request will be honored in a manner so as each applicant will receive the same percentage of the cost of the course or courses.
4. Academic reimbursement will be paid to the employee after receipt of paid registration. If the employee does not attain a "C" grade (or "B" for graduate courses), it is understood that the employee will have the funds pre-paid by the Town deducted from their paycheck over the next four (4) weeks from the time the final grade is received by the Chief.

5. Employees required to attend any academic course, training program or seminar by the Town shall have the cost and any related expense of such academic course, training program or seminar paid by the Town. Additionally, employees required to attend academic courses, training programs or seminars will not incur a reduction in pay due to said attendance.
6. The Chief or Board of Selectmen may deny a request for course reimbursement for reasons detailed in section 2, 3, or 4 above. In addition, reimbursement may be denied if courses are not a part of a matriculated degree program, or are courses intended to duplicate degrees at the same level of academic achievement.
7. An employee receiving academic reimbursement, who terminates employment, shall be obligated to repay any such reimbursement payments received during the year preceding termination. Repayment will be effectuated by payroll deduction from the final check and / or Earned Time benefit pay out.

**Article 23**  
**PERSONNEL FILES**

1. **Employee Access:**

- a. The Chief shall permit inspection of an employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees' with or without Union representation shall have access to their individual personnel file by prior appointment with the Chief. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

2. **Removal of Information:**

- a. Any correspondence related to disciplinary action will be removed from the employee's personnel file if requested in writing by the employee, provided two (2) years have elapsed since the most recent entry of an unappealed disciplinary action or one which has been appealed but upheld.
- b. Employee records regarding unexcused absences and lateness, except for disciplinary actions referred to in A. above, shall not be maintained for a period exceeding two (2) years.

3. **Employee Additions:**

- a. Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

**Article 24**  
**WORKER'S COMPENSATION**

1. The Town of Windham shall purchase and pay the premiums for New Hampshire Workman's Compensation, the benefits of which will be available to all employees regardless of their classification.
2. Employees must report all injuries received while on duty to the Chief or immediate supervisor as soon as possible after an occurrence, and be responsible for filing form 8WC which can be obtained from the Chief.

3. The Town, and/or its Worker's Compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor.
4. A Worker's Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the length of the disability.
5. An employee utilizing Workers Compensation benefits shall advise the Chief immediately upon receiving a medical clearance to return to work including work in a light duty capacity.
6. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his/her regular duties.
7. An employee out on Worker's Compensation from the Town may not perform work for another employer.
8. In the event that an employee fails to sign over to the Town any Worker's Compensation check(s) due to the Town under this Article, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.
9. While on Workers' Compensation leave, employees shall continue to accumulate seniority and will remain eligible for full benefits, up to a maximum of fifty-two (52) weeks.
10. All employees who are injured or incur a job related illness while in the performance of their duties shall receive 100% of his/her normal base pay (normal budgeted pay less normal deductions, not including overtime) while on injury leave.
11. The first several weeks are adjustment weeks when the employee is awaiting the decision of the Worker's Compensation carrier and the receipt of worker's compensation payments. During the initial period, the Town will continue to issue the employee a check for his/her normal base pay, less all normal deductions.
12. All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing normal base pay in accordance with this Article will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee shall thus earn more on Workers' Compensation than they would have, had they been working.
13. Upon acceptance by Worker's Compensation and receipt of benefit payments, the Town will reimburse the employee for all Medicare, Social Security (if applicable), and retirement deductions taken as part of the Worker's Compensation share of the initial payments made by the Town.
14. In the event that the Worker's Compensation check received by the employee is less than 100% of normal base pay, the Town will issue a separate check for the difference making deductions for F.I.T., Retirement, FICA and voluntary deductions as approved by the employee, and the employee shall keep the entire Worker's Compensation check.
15. In the event that Worker's Compensation check is greater than 100% of normal base pay, the employee shall keep the entire check, and the Town will make no supplemental payment.
16. If an employee is denied benefits he/she must repay the Town for all compensation received from the Town. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.

17. Employees out on Workers Compensation will remain responsible for payment of all their weekly health insurance co-payment, health spending, and dependant care deduction amounts. If an employee is not receiving any supplemental payment from the Town (with or without the use of Earned Time or Pool Time), they shall make arrangements with the payroll department to pay these deductions through the use of cash or checks payable to the Town's health insurance third party administrator and the Town of Windham Expendable Health Trust.

**Article 25**  
**HEALTH INSURANCE**

1. The Town of Windham shall select a Carrier to provide Health/Medical Insurance coverage for its employees. The Town shall pay the cost of the monthly premium for single, two (2) person or family coverage, except that each employee will contribute the equivalent of 20% effective April 1, 2014 and 25% effective April 1, 2015 of the current rate for the plan selected from Section A below, inclusive of any premium adjustments that may change from year to year. Such contributions will be made through payroll deductions.

a. Employees may choose among the following plan choices as provided for by the NH Local Government Center Health Trust:

- 1) ANTHEM COMP 2500 RX 1 \*
- 2) ANTHEM MTB 20 RX 10/20/45
- 3) ANTHEM MTB 15IPDED RX 10/20/45
- 4) ANTHEM MTB SOS 20/40/1KDED RX 10/20/45

Options 2, 3, and 4 will be available as of June 1, 2014

\*Employees within the Union on April 1, 2014 may elect the Comp 2500 plan option and still elect to have the responsibility for the deductible costs associated with the Plan assumed by the Town. Should an employee elect this option they shall then be responsible to contribute the equivalent of 20% effective April 1, 2014 and 25% effective April 1, 2015 of the current NHLGC JY rates, inclusive of any adjustments that may change from year to year. In the event the Town opts to implement a plan with a higher deductible, the Town will continue to assume responsibility for the higher deductible costs associated with the Plan. This option is not available for those employees who are not within the union membership as of April 1, 2014.

b Health/medical insurance coverage shall be extended for employees entitled to retirement benefits upon termination of employment with the Town. Said coverage shall be provided at the Town's expense as follows:

|                             |           |
|-----------------------------|-----------|
| 10 - 15 years of employment | 3 months  |
| 15 - 20 years of employment | 6 months  |
| 20 - 25 years of employment | 9 months  |
| over 25 years of employment | 12 months |

c For only those employees within the Union as of April 1, 2014 who choose the Comp 2500 Plan with the option of the Town assuming the responsibility for deductibles, the Town will assume responsibility for the costs of these amounts during the employee's full-time employment and through any applicable period covered by Section B above, but will stop upon the employee's retirement or the expiration of the applicable period. At the time of retirement or expiration of the applicable period, the employee will be

eligible to purchase the Comp 2500 or higher deductible plan offered by the Town but the Town will not cover the deductible costs. Further, if an employee elects a different plan option at any time and no longer is covered by the Comp 2500 Plan with the Town assuming the deductible costs, they may change back to a Comp 2500 or other deductible plan however they shall not have the option of the Town assuming the deductible costs.

- d. The Town will contract with a third party Administrator to administrate the Comp 2500 or higher deductible Plan for those employees choosing to have the Town assume responsibility for the deductibles costs. The employee will be responsible for submitting the ANTHEM Explanation of Benefits Forms (EOB's) to the third party who will in turn submit a check to the employee to cover the expenses under the deductible portion of the Plan. The employee in turn will either pay the Provider or keep the money as a reimbursement for expenses paid up front to the Provider by the employee at the time of service.
- e. Employees who would otherwise be eligible for Town Health/Medical Coverage, who elect Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, the cost of which are paid for by an employer other than the Town, will be eligible for compensation in lieu of the Town's Health Insurance Plan. Eligible employees will be compensated \$2,500 annually for waiver of the single plan benefit, \$6,000 annually for waiver of the two-person plan benefit, or \$8,000 for waiver of the family plan benefit. Applicable stipends shall be prorated and paid monthly as long as the employee maintains the waiver.
  - a) To be eligible for this benefit employees must meet the following criteria:
    - I. Have and show proof of coverage in a comparable Plan.
    - II. Initially, attend informational seminar to explain the effect of this waiver.
    - III. Sign a "Waiver of Insurance" for discontinuing health insurance coverage with the Town.

For any existing employee who, before April 1, 2014 was receiving compensation for waiver of health insurance, becomes eligible to receive an increase in said compensation provided by the levels outlines in section e, a sufficient number of other employees must first elect to waive their health insurance benefit so that the total cost for providing the insurance and stipends does not result in any additional cost to the Town which was being paid prior to April 1, 2014 to the employees involved.

- f. Effective no later than January 1, 2015 the town shall increase the allowed amounts that an employee may elect to place into their Flexible Spending Account (FSA) from \$1,000 to the lesser of either \$2,500 or the allowed limit established by the Federal government.

**Article 26**

**LIFE INSURANCE**

- 1. The Town shall select a carrier to provide life insurance for its employees. The Town shall pay the entire cost of the premiums for such coverage. Coverage shall be in an amount not less than one (1) years salary. With the current policy, coverage decreases by one-half (1/2) at age 70 and discontinues at age 75.

2. A copy of the life insurance policy shall be provided to each qualified and covered employee.

**Article 27**  
**DISABILITY INSURANCE**

1. The Town shall select a carrier to provide long term disability insurance for its employees. The Town shall pay the entire cost of the premium for such coverage.
2. A copy of the insurance policy shall be provided to each qualified and covered employee.
3. Earned time benefits including when appropriate, Sick Leave Pool days, may be used to supplement disability benefits however an employee may not receive a combined payment which exceeds one hundred twenty five percent (125%) of his/her base salary during a period of disability. Only earned time, not pool time, may be used if an employee chooses to supplement disability benefits beyond 100% of their base pay.

**Article 28**  
**DENTAL INSURANCE**

1. The Town will purchase and maintain a dental insurance policy for its employees and their qualified dependents, the cost for the same to be borne by the Town.

**Article 29**  
**AUTHORIZED LEAVE**

1. Should a member of the Union become pregnant while in an active employment status, such member shall notify their immediate supervisor upon learning of the pregnancy. At the option of the employee, and the approval of the Chief, the Chief will seek Board of Selectmen approval to place the employee on temporary assignment to non-line duties for the duration of the pregnancy or until a time which is mutually agreed to by the individual employee and the Chief.
2. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e.
  - a. The birth of the employee's child
  - b. The placement of a child with the employee for adoption or foster care.
  - c. Caring for a spouse, child or parent in the event of a serious health condition
  - d. Inability of the employee to perform the functions of his/her job because of a serious health condition.
3. During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's seniority and position in the department will not be affected by such leave.
4. Earned time will not accrue during the period of leave.
5. After twelve (12) weeks have elapsed, the employee's employment status will be continued only by virtue of return to duty or medical evidence clearly stating the employee's inability to return to assigned duties. With the approval of the Chief a maximum of two (2) weeks of Earned Time may be utilized to extend the leave of absence. If no medical evidence exists following the expiration of the leave and possible two (2) week extension from Earned Time, the position will no longer be held open.

6. The twelve (12) month period, for purposes of the FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.
7. The Chief shall be authorized to allow a paid leave of absence to an employee who has experienced a traumatic incident while in the performance of their duties and who, in their view, presents a risk to themselves or to others should they remain on duty. The paid leave shall not exceed the hours remaining in the day or shift which the incident occurs. Any additional time off needed by the employee beyond the one day or shift shall require the use of earned time or other benefit time. For incidents or occurrences of this nature, the Chief's decision shall not be arbitrary or capricious, and shall be final and binding and not subject to the Grievance Procedure under Article 32.

**Article 30**  
**LEAVE OF ABSENCE**

1. Union members may, with the approval of the Board of Selectmen, be granted a leave of absence without pay (beyond that provided for in Article 29). The granting of such leave shall protect the members' existing continuous service for the leave period. A leave of absence will not be granted to permit employment elsewhere. Authorized leave of absence with protected seniority shall not be permitted for a period in excess of thirty (30) days, except in unusual and deserving cases or as provided for under the Family Leave Act of 1993. Such request for leave of absence without pay shall not be unreasonably denied.

**Article 31**  
**RETIREMENT**

1. The Town shall maintain membership for those Union employees who qualify for the New Hampshire Group II Retirement benefits, and make appropriate contributions as required by the State. The Union member's share of the retirement benefits shall be deducted from the Union member's weekly pay.

**Article 32**  
**GRIEVANCE PROCEDURE**

**Definition:** A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement except Article 4 (Managements Rights).

**Time Limitations:**

1. A grievance covered by this Article must be presented promptly within ten (10) Town business days (not including Saturdays and Sundays) after the employee knew or should have been aware of the reason for the grievance but in no case more than thirty (30) days from such event in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the Town and the employees.
2. All grievances shall be presented at the first step of the grievance procedure by the aggrieved employee(s) or the Union within the time limitations contained herein or they shall be considered waived. If the Town fails to give its answer to a grievance within the time limits set forth in any step, the Union and or employee(s) may appeal the grievance to the next step at the expiration of such time limit.

3. The time limits prescribed herein may be waived by mutual agreement in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered settled on the basis of the answer provided by the Town at the last step of the procedure utilized by the Union or the employee, which answer shall be final and binding upon the aggrieved employees(s) and the Union.
4. The parties may, by mutual agreement, waive certain steps and or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the Town or the Union.

**Procedural Steps:**

\*Notwithstanding any of the following procedural steps, all grievances concerning suspension or discharge shall begin at this Step 2 (Appeal to the Chief)

**Step 1:**

1. The aggrieved employee(s) shall present the grievance in writing to the Deputy Chief. The Deputy Chief shall within five (5) working days of receipt of the grievance, schedule a meeting to discuss the grievance with the employee(s) and or the Union and reply to the employee(s) and the Union in writing, within ten (10) working days of the meeting.

**Step 2:**

1. In the event that the Deputy Chief's decision is not satisfactory to the employee(s) or the Union, the employee(s) or the Union may, within five (5) working days from receipt of the Deputy Chief's answer at Step 1, present the Step 1 grievance form to the Chief. The Chief shall arrange to meet with the employee(s) and / or the Union within five (5) working days after receipt of the grievance, and shall reply to the grievance in writing to the employee(s) and the Union within five (5) working days of the meeting.

**Step 3:**

1. In the event that the Chief's decision is not satisfactory to the employee(s) or the Union, the employee(s) or the Union may, within five (5) working days from receipt of the Chief's answer at Step 2, present the grievance form to the Board of Selectmen. The Board of Selectmen shall arrange to meet with the employee(s) and/or the Union within ten (10) working days after receipt of the grievance. The Board of Selectmen shall reply to the grievance in writing to the employee(s) and/or the Union within ten (10) working days of the meeting.

**Step 4:**

1. If the grievant is not satisfied with the decision of the Board of Selectmen he/ she may request arbitration by the American Arbitration Association under its rules and regulations. Such request for arbitration must be filed within ten (10) days of the receipt of the Board of Selectmen's decision at Step 3.
2. The arbitrator shall hear the case and render a decision within (30) days after having heard the case (if practical). The decision of the arbitrator shall be final and binding except that both parties specifically retain their right to appeal the decision to the appropriate judicial body as provided for in RSA 542:1.

**Article 33**  
**DISCIPLINARY PROCEDURE**

1. All discipline shall be for just cause and be appropriate to the infraction for which disciplinary action is being taken.

Just cause shall include, but not be limited to the following:

- a. Medically diagnosed incapacity to perform assigned duties.
  - b. Incompetence
  - c. Behavior incompatible with effective conduct of duty.
  - d. Behavior detrimental to the Town
  - e. Failure to carry out assigned duties.
2. Disciplinary action will normally be taken in the following order:
    - a. Verbal warning
    - b. Written warning
    - c. Suspension with or without pay
    - d. Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit immediate suspension or discharge.

3. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the Employee as an acknowledgment of the action only. The Employee and the Union will receive a copy of such warnings and notices.

**Article 34**  
**CONSULTATION**

1. Representatives of the Union may meet with the Chief or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Chief no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chief or his designee additional matters for discussion may be placed on the agenda provided that the Union has adequate notification as to the nature of the added items. Nothing herein shall prevent the Chief or his designee and the Union from meeting on a less frequent basis by mutual consent.
2. Nothing herein shall prevent the Union from consulting with the Chief or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

**Article 35**  
**NO STRIKE**

1. Strikes and other forms of job action by public employees are unlawful. The Town shall be entitled to petition the superior court for a temporary restraining order, pending a final order of the PELRB under RSA 273-A:6 for a strike or other form of job action in violation of the provisions of RSA 273-A and may be awarded costs and reasonable legal fees at the discretion of the court.

**Article 36**  
**SEVERABILITY**

The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall be held to be illegal, void, invalid or unconstitutional by a Court of competent jurisdiction or an arbitrator duly appointed after all appeals, if any, have been exhausted, all other sections, remain in full force and effect to the same extent as if that invalidated section, subsection, etc. had never been incorporated in this agreement. Upon any such invalidations, the Town and the Union agree to meet and negotiate in good faith such sections, subsections, sentences, clauses, or phrases that are affected.

**Article 37**  
**HEALTH AND SAFETY**

1. **Authority**

- a. The Occupational Safety and Health Committee is authorized to act as an advisory committee to the Chief.
- b. The committee is authorized to establish its own rules of procedure and schedule of meetings.
- c. The purpose of this committee shall be to conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the Fire Department.
- d. The committee shall hold regularly scheduled meetings and may hold special meetings whenever necessary. Regular meetings shall be at least once a quarter. Written minutes of each meeting shall be retained and shall be forwarded to the Chief and all other members of the committee.

2. **Composition:** The Occupational Safety and Health Committee shall consist of the following personnel.

|                                    |                         |
|------------------------------------|-------------------------|
| The Fire Department Safety Officer | (Chairman)              |
| The President of Local #2915       | (Vice-Chairman)         |
| One (1) Call Firefighter           | (selected by the Chief) |
| One Additional Member Local#2915   | (of their choice)       |
| One (1) Local Town Official        | (selected by the Chief) |

3. **Annual Report:** The Committee will issue a report on an annual basis of its findings and recommendations to the Chief. The report will be due on or before November 1 of each year.
4. The parties mutually agree to participate in a joint labor-management committee comprised of two persons each representing the Union and the Town for the purpose of developing a Physical Fitness Program. Such program shall offer the opportunity for voluntary participation in a contemporary wellness or health improvement plan at no cost to the employees. Any recommendations from the Committee will require approval by the Board of Selectmen and the membership of Local #2915 prior to implementation of the program.
5. In addition to the committee established above, a non-binding advisory committee will be established to review the town's compliance status with NFPA 1710 and NFPA 1500 for the purposes of providing the department and town management with a comprehensive report detailing the areas in which the town is in compliance, those that the town is not, and the action items needed to become compliant, with an estimated cost to do so.

The Committee shall consist of the Chief, Deputy Chief, and three members of the union chosen by the union membership.

**Article 38  
INCENTIVE PAY**

1. **Fire Related:** Incentive pay shall consist of the stated percentage of base pay for each level of certification. It shall be paid annually during the first pay period of December to those employees who qualify.

| <u>Level of Certification</u>                                 | <u>Percentage</u> |
|---|-------------------|
| Firefighter Level 2   | .6                |
| Firefighter Level 3   | .6                |
| Company Officer   | .6                |
| Driver / Pump operator  | .6                |
| Fire Inspector I  | .6                |
| Introduction Technical Rescue                                 | .6                |
| Hazardous Materials Technician                                | .6                |
| Confined Space Rescue Technician                              | .6                |
| Rescue Systems I  | .6                |
| <br>  |                   |
| <b>*<u>Associates Degree 2 year Degree</u></b>                |                   |
| Fire Protection/Prevention/Science                            | 1.0               |
| <br>  |                   |
| <b>*<u>Bachelor Degree</u></b>                                |                   |
| Fire Protection/Prevention/Science or Business Administration | 2.0               |

Those levels of certification (or degree) with an (\*) next to them mean these percentages are not added. This means that an employee is entitled to receive incentive payments for only one (1) degree. The degree level that an employee is at dictates the incentive percentage. All other levels of certification are in addition to base percentages.

2. **EMS Related:** Incentive pay shall consist of the stated percentages over base pay for each level of certification. It shall be paid annually during the first pay period of December to employees who qualify, provided however, that the employees keep certification current, and re-certify at the appropriate time intervals.

| <u>Level of Certification</u> | <u>Percentage</u> |
|-------------------------------|-------------------|
| EMT --Intermediate            | 1.0               |
| EMT - Paramedic               | 4.0               |

3. Any shift coverage required for those employees attending training shall be filled by the town with call firefighters.
4. Exclusive of recertification for Paramedic, EMT-I and other budgeted mandatory training, the wage cost of off duty training to attain certification or to recertify certifications shall be the responsibility of the employees. This means that the town will not be responsible to pay employees for their time attending training courses to attain certifications or to maintain them, unless the Town specifically budgets for these costs as part of its mandatory training program. EMT Basic recertification shall be performed on shift. If an employee misses any department offered training, regardless of reason, or whether the employee is on shift or scheduled as mandatory overtime, said employee shall be responsible for any costs associated with gaining the training or recertification elsewhere and shall not be entitled to any compensation for their time in attaining same.

5. If the Town spends a combined total of \$1,000.00 or more on courses needed for certification, including such items as tuition, meals, mileage, replacement workers, those individuals will not be entitled to incentive payments for a period of two years.
6. Any employee applying for incentive payments must provide evidence by November 30<sup>th</sup> annually, which is acceptable to the Fire Chief, showing they have the specific level(s) of certification(s) needed. Any certifications attained after this date will not be considered for that years incentive payments. November 30<sup>th</sup> will also be considered the start date for purposes of incentive payment delays in accordance with section 3 above.
7. In the event the Town offers schooling or training, the Town agrees to offer it to bargaining unit members in a fair and equitable manner, utilizing seniority, unless objectively special events exist, and the Town will not reasonably deny bargaining unit member's request to attend said schooling or training.

**Article 39  
LONGEVITY**

The town recognizes the inherent value of long time employees. The town agrees to make an annual payment to employees according to the following schedule:

For those employees within the Union as of April 1, 2014

|               |       |
|---------------|-------|
| 25 – 29 years | \$250 |
| 30 – 34 years | \$500 |
| 35 + years    | \$750 |

For those employees within the Union after April 1, 2014\*:

|               |         |
|---------------|---------|
| 20 – 24 years | \$2,000 |
| 25 + years    | \$2,500 |

\*The levels offered for employees becoming union eligible after April 1, 2014 are reflective of negotiations at that time when the two-tiered earned time accrual system was put in place.

Payment shall be based on only one of the categories above and made in the first full pay period after the employee's anniversary date of full time employment.

**Article 40  
INDEMNIFICATION**

The Town is required to indemnify and save harmless any person employed by it from personal financial loss and expense, including reasonable legal fees and costs, if any, rising out of any claim, demand, suit or judgment by reason of any act or omission constituting a violation of the civil rights of an employee, supervisor, or any other person under any Federal law if such act or omission was not committed with malice and if the indemnified person at the time of such act or omission was acting within the scope of their employment or office pursuant to RSA 31:106.

**Article 41  
DRUG FREE WORKPLACE POLICY**

- 1 The provisions of the Town's Drug Free Workplace Policy #1:00:20:07, as adopted by the Board of Selectmen on November 5, 2007, are incorporated fully into this contract by reference. All

employees of the bargaining unit shall adhere to the Town's Drug Free Workplace Policy and shall follow all its terms and conditions and be held accountable to all provisions.

2 The parties agree to adhere to the following provisions as additions to the Town's Policy referenced in paragraph 1 above or clarifications to points within the Policy:

- a. Designated Employer Representative: Designated Employer Representatives (DERs) to interact with the service agents used under the Drug Free Workplace Policy shall be the Town Administrator (or designee), the Human Resources Coordinator, and the Fire Chief (or Chief's designee). The DERs shall be the Town's sole contact people with service agents.

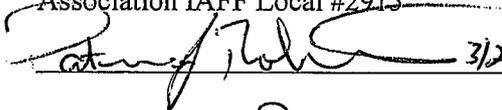
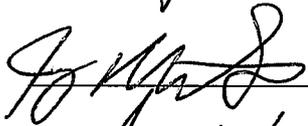
The DERs shall be authorized to take immediate action(s) to effectuate the removal of bargaining unit members from safety-sensitive duties when such removal would be required under 49 CFR 382 or 49 CFR, Part 40.131. The DERs shall have custody and control of drug and alcohol test information and may not release it to a "third party" without the affected bargaining unit member's specific written consent. However, the DERs may release drug and alcohol positive test results without consent to the Fire Chief or his/her designee. The DERs may also release drug and alcohol test information without consent to necessary parties involved in certain legal proceedings, i.e., lawsuits, grievances, administrative proceedings, criminal or civil actions, etc., as provided in 49 CFR, Part 40.323.

- b. Testing Program Costs: The Town shall pay the costs of all drug and alcohol testing. Bargaining unit members will be paid in accordance with the collective bargaining agreement for any time and/or travel required in conjunction with drug/alcohol testing.
- c. Right of Appeal: The bargaining unit member has the right to challenge the results of the drug and alcohol tests and any discipline imposed as a result thereof in the same manner as any other Town action under the terms of the Collective Bargaining Agreement in conformance with the Grievance Procedure, Article 32.
- d. Right to Representation: Any bargaining unit member who is required to undergo testing for reasonable suspicion in accordance with this policy shall be entitled to the presence of a union representative at the sample/specimen collection site unless such representation cannot be provided in a timely manner so as to allow for proper testing; provided, however, the union representative may not accompany the bargaining unit member into the room where a urine specimen is collected and the union representative may not interfere with the collection procedure(s) in any way.
- e. Union Held Harmless Clause: This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and related costs arising out of the provisions and/or application of this agreement related to drug and alcohol testing, providing that this Section shall not apply to actions brought by employees against the Union for failure to provide fair representation.

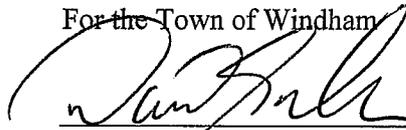
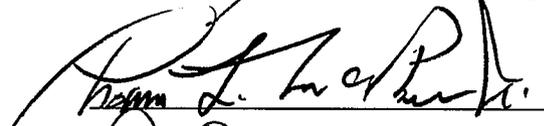
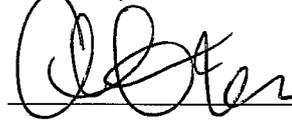
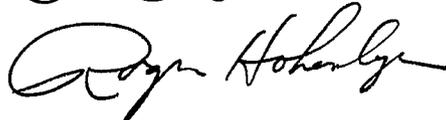
**Article 42**  
**DURATION AND FINALITY OF AGREEMENT**

1. This Agreement shall become effective as of April 1, 2011 and remain in full force and effect until March 31, 2017.
2. It is understood that this Agreement can only be added to, amended, or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by the Town and the Union.
3. The parties acknowledge that this Agreement represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter. Any subject or matter referred to or covered or not specifically referred to or covered in this Agreement shall be negotiable only my mutual consent for the duration of this Agreement.
4. In years in which the Town and Union are unable to reach agreement for a successor agreement, it is mutually agreed that the town will continue to provide step increases and maintain the then existing benefits and the employees will be responsible to continue to pay their share of health premiums and other required employee contributions, including any increases in levels based on higher costs or premiums.

For Professional Firefighters  
Association IAFF Local #2915

 3/27/14  
 3/31/14  
 4/2/14

For the Town of Windham

 3/27/14  
 4/4/14  
  


**FIRE UNION PAY SCALE  
APPENDIX A**

**APPENDIX A - SALARY SCALE - WINDHAM FIRE UNION**

NO CONTRACT from APRIL 1ST, 2011- March 31, 2014

| Effective:   | 4/1/2011-3/31/2014 |           | COLA Adjust | 0.00%     |           |
|--------------|--------------------|-----------|-------------|-----------|-----------|
|              | Base               | 2nd       | 3rd         | 4th       | TOP       |
| Lieutenant   | 25.7770            | 26.2431   | 26.7093     | 27.1755   |           |
|              | 56,296.97          | 57,314.93 | 58,333.11   | 59,351.29 |           |
| Firefighter  | 19.4762            | 21.3259   | 22.2502     | 23.1747   | 23.9738   |
|              | 42,536.02          | 46,575.77 | 48,594.44   | 50,613.54 | 52,358.78 |
| FF/ Mechanic | 19.9341            | 21.7838   | 22.7081     | 23.6326   | 24.4317   |
|              | 43,536.02          | 47,575.77 | 49,594.44   | 51,613.54 | 53,358.78 |

**APPENDIX A - SALARY SCALE - WINDHAM FIRE UNION**

| Effective:   | 4/1/2014-3/31/2015 |           | COLA Adjust | 2.50%     |           |
|--------------|--------------------|-----------|-------------|-----------|-----------|
|              | Base               | 2nd       | 3rd         | 4th       | TOP       |
| Lieutenant   | 26.4214            | 26.8992   | 27.3770     | 27.8549   |           |
|              | 57,704.39          | 58,747.80 | 59,791.44   | 60,835.07 |           |
| Firefighter  | 19.9631            | 21.8590   | 22.8065     | 23.7541   | 24.5731   |
|              | 43,599.42          | 47,740.16 | 49,809.30   | 51,878.88 | 53,667.75 |
| FF/ Mechanic | 20.4210            | 22.3169   | 23.2643     | 24.2119   | 25.0310   |
|              | 44,599.42          | 48,740.16 | 50,809.30   | 52,878.88 | 54,667.75 |

**APPENDIX A - SALARY SCALE - WINDHAM FIRE UNION**

| Effective:   | 4/1/2015-3/31/2016 |           | COLA Adjust | 2.00%     |           |
|--------------|--------------------|-----------|-------------|-----------|-----------|
|              | Base               | 2nd       | 3rd         | 4th       | TOP       |
| Lieutenant   | 26.9498            | 27.4372   | 27.9245     | 28.4120   |           |
|              | 58,858.42          | 59,922.81 | 60,987.20   | 62,051.80 |           |
| Firefighter  | 20.3624            | 22.2962   | 23.2626     | 24.2292   | 25.0646   |
|              | 44,471.40          | 48,694.86 | 50,805.58   | 52,916.53 | 54,741.00 |
| FF/ Mechanic | 20.8202            | 22.7541   | 23.7205     | 24.6871   | 25.5224   |
|              | 45,471.40          | 49,694.86 | 51,805.58   | 53,916.53 | 55,741.00 |

**FIRE UNION PAY SCALE  
APPENDIX A**

**APPENDIX A - SALARY SCALE - WINDHAM FIRE UNION**

| Effective:          | 4/1/2016-3/31/2017 |           | COLA Adjust<br>3rd | 2.00%<br>4th | TOP       |
|---------------------|--------------------|-----------|--------------------|--------------|-----------|
|                     | Base               | 2nd       |                    |              |           |
| <b>Lieutenant</b>   | 27.4888            | 27.9859   | 28.4830            | 28.9802      |           |
|                     | 60,035.53          | 61,121.30 | 62,206.85          | 63,292.84    |           |
| <b>Firefighter</b>  | 20.7696            | 22.7421   | 23.7279            | 24.7138      | 25.5659   |
|                     | 45,360.91          | 49,668.80 | 51,821.63          | 53,974.90    | 55,835.91 |
| <b>FF/ Mechanic</b> | 21.2275            | 23.2000   | 24.1857            | 25.1717      | 26.0238   |
|                     | 46,360.91          | 50,668.80 | 52,821.63          | 54,974.90    | 56,835.91 |