

**AGREEMENT BETWEEN
THE TOWN OF PELHAM, NEW HAMPSHIRE**

**PROFESSIONAL FIREFIGHTERS OF PELHAM
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4546**

Agreement 2010-2011

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1. Agreement

This Agreement between the Town of Pelham, New Hampshire (hereinafter called the "Town") and the Professional Firefighters of Pelham IAFF Local 4546 (hereinafter called the "Union") is made and entered into on this 1st day of April, 2010

2. Purpose

The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Clause as follows:

3. Recognition

1. The Town recognizes the Professional Firefighters of Pelham IAFF Local # 4546 as the exclusive bargaining agent for:

All full-time and permanent part-time employees of the Fire Departments specifically to include:

Town Fire Department

Lieutenant Firefighter	Firefighter EMT
Lieutenant Paramedic	Firefighter EMT-I
Paramedic Firefighter	Master Firefighter
Inspector Firefighter	Lieutenant EMT-I

4. Exclusions

1. The Agreement excludes the classifications and positions of:

Fire Chief, Deputy Fire Chief, Fire Captain, Office Manager, Call Fire Fighters, Call Lieutenants, Call Captain, Call Deputy Chief, Call EMT-B, Call EMT-I, Call Paramedic, and any position outside the Fire Department.

2. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Union.
Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
3. Employees serving the initial one year new hire probationary period are excluded from membership in the bargaining unit. The provisions of the collective bargaining agreement regarding wage rates and benefits shall apply to said positions.

5. Non-Discrimination

The Town and the Professional Firefighters of Pelham IAFF Local #4546 agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, handicap, or membership or non-membership in the Union.

6. Strikes and Lockouts

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of any department of the town covered by this agreement and during the term of this Agreement.

7. Management and Firefighters 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, functions, and policies of the Town without prior negotiation with the Firefighters 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 qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, 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 operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies; f) the right to make rules, regulations, policies, not inconsistent with the provisions of this agreement and to require compliance therewith; and g) the right to subcontract.
2. Nothing in this agreement shall be construed to limit the rights of the Town's supervisory personnel to direct employees in any, and all emergency situations as they deem to be appropriate.

3. Union rights

It shall be the right of the Firefighters to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement, as a result of management exercising its rights as specified in Article 13 whenever such grievances exist.

8. Consultation

1. Representatives of the Union shall meet with the Chief or his designees ~~once a month~~ as needed to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. ~~Nothing herein shall prevent the Chief or his designee and the Union from meeting on a more frequent basis by mutual agreement.~~

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.

9. Union Business

1. A grievant and one (1) Union representative are each allowed adequate time without loss of pay (if either or both are on duty) during duty hours to process grievance through each step of the grievance procedure.
2. All personnel shall have such additional rights, if any as are granted them under the New Hampshire revised statutes annotated.
3. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at the Pelham Fire Department Central Station as long as such meetings do not hinder the normal operation of the Fire Department and those attending any such executive session notify the officer in charge on duty. The Town also agrees that all membership meetings of the Local may be held at the Pelham Fire Department Central Station as long as the practical application of this paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief.
4. All correspondence relating to the administration of this Agreement or matters between the Union and the Town will be addressed and delivered to the Chief or Deputy Chief during their duty hours.
5. The Union shall have the right to erect bulletin boards in all fire stations and the Chief and the President of the Local shall approve its location.
6. The Town will provide a copy of this agreement to all full-time personnel.
7. The Town will develop a policy for handling notification of next of kin in case of a work related injury or death.
8. The Union will be permitted to install or have installed in the Fire Station a telephone line and internet access to conduct union business. This is to be at no added expense to the town and is to cause no damage to the towns building.

10. Dues Deduction

1. The Town agrees to withhold dues from the members of the Firefighters weekly and submit a check along with a list of employees who paid said dues and in what amount, at least once each month, to the Treasurer Firefighters L # 4546.
2. The Firefighters shall submit authorization forms to the Town for each member who requests payroll deduction of dues.

3. If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made for that employee. In no case will the Town attempt to collect fines or assessments for the Firefighters beyond the regular dues.

11. Maintenance of Membership

1. An employee who joins the Union after the signing of this Agreement shall remain a member of the Union as a condition of continued employment during the term of this Agreement.
2. Employees serving the initial 1 year new hire probationary period are excluded from membership in the bargaining unit. The provisions of the collective bargaining agreement regarding wage rates and benefits shall apply to said positions.
3. No employee will be allowed to join the Union until the completion of his/her probation period.
4. Any employee who chooses not to join the Union must pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues described in Article 10 of this agreement.

12. Discipline and Termination for Cause

1. Policy

The Board of Selectmen shall have the authority to take necessary disciplinary action which may include such remedies as verbal or written reprimands, suspension with or without pay, demotion or dismissal. Such authority may be delegated by the Selectmen, except that Department Heads shall not be given authority to suspend for more than two (2) days, demote or dismiss a subordinate.

2. Consultation

Whenever a Department Head is confronted by a situation for which suspension with or without pay for more than two (2) days, demotion, or dismissal are being considered, he/she shall make a recommendation to the Town Administrator who shall decide within the scope of his/her authority or forward the matter to the Board of Selectmen.

3. Just Cause and Notification

All disciplinary action involving suspension with or without pay, demotion, or dismissal shall be for just cause and notice of such action against an employee must be in writing and occur not later than the date the action is taken. Such notice shall specify the disciplinary action imposed and contain a statement of the reason(s) for taking such action.

Pursuant to RSA 275:56 as amended, if, upon inspection of his/her personnel file(s), an employee feels a record contained therein should be removed or corrected in writing he/she may so request of the Chief. If the request is denied the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence supporting such

version. Such statement shall be maintained as part of the employee's personnel record.

13. Grievance Procedure

1. Definition

A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which an individual grievant alleges a personal loss or injury.

NOTE: An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) workdays. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance must be submitted in writing by the Firefighters and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

2. Procedure

Step 1 Any employee or the Firefighters on behalf of the employee desiring to process a grievance shall submit in written statement of the grievance to his/her Department Head no later than ten (10) workdays after the employee knew of the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Department Head shall meet with the employee and the Firefighters no later than three (3) workdays following receipt of the notice and shall give a written decision within three (3) workdays.

Step 2 If the employee or the Firefighters on behalf of the employee is not satisfied with the decision of the Department Head, he/she may file, within ten (10) workdays following the Department Head's decision, a written appeal to the Town Administrator. The Town Administrator shall meet with the employee and the Firefighters representative within seven (7) workdays following receipt of the written appeal and shall give a written decision within five (5) workdays thereafter.

Step 3 If the employee or the Firefighters on behalf of the employee is not satisfied with the decision of the Town Administrator, he/she may file, within ten (10) workdays following the Town Administrator decision, a written appeal with the Board of Selectmen, setting forth specific reasons why the employee or the Union believes the Agreement is being violated by the Town action in question. The Board of Selectmen, within fifteen (15) business days following receipt of the appeal shall hold a hearing with the employee and the Firefighters representative. The Board of Selectmen shall give a written decision within ten (10) business days following the hearing.

Step 4 If the employee or the Firefighters on behalf of the employee is not satisfied with the decision of the Board of Selectmen, the Union may file, within thirty (30) workdays following the

receipt of the decision, a request for arbitration to the Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of the arbitration shall be borne by the losing party. It shall be incumbent upon the arbitrator to specify the party designated as the losing party to facilitate payment of arbitration costs.
4. The foregoing time limitations may be extended by mutual written agreement of the parties.
5. Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.
6. ~~The Town shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.~~

14. Hours of Work and Overtime

1. Normal Work Schedules. The normal work schedule shall be forty-two (42) hours per week at times operationally required by the requirements of the job.

The normal duty shift for all Fire Dept. full time personnel shall be "24/72's", which is a 24 hour work shift from 7:00 a.m. to 7:00 a.m., followed by 72 hours off. The work week is Sunday through Saturday. The above shifts may be universally shifted by one (1) hour, either earlier or later, without negotiation of such change.

Normal Duty shift personnel shall report to work 15 min prior to the 7am start of their shift. This 15 min shall be paid at the normal over time rate.

Inspector Firefighter shall work 40 hours per week Monday – Friday 8:30 a.m. – 4:30 p.m. with a working lunch.

Hours of work

0 – 1 hour and 10mins = 1 hour of pay.

0- 1 hour and 11mins = 1 and a half hours pay.

0-1 and 41mins = 2 hours pay.

2. Workday and workweek. The workday is defined as 12:01 A.M. until 12:00 Midnight. The workweek is defined as 12:01 A.M. Sunday until 12:00 Midnight on the subsequent Saturday.
3. Firefighters Overtime: All hours actually worked outside of the regularly assigned shall be paid at 1.5 times the normal hourly rate. Hours voluntarily worked in place of another employee ("shift swap") shall not be counted as hours worked for the purpose of overtime pay qualification.

The employee regularly scheduled to work shall be the one paid for the shift and may be held responsible if the person accepting the shift swap fails to report to duty.

- a. . Those employees called back to work any & all time shall be paid a minimum of one (1) hour of overtime
- b. An overtime list will be established with the person with the lowest amount of hours at the top of the list, when they receive overtime hours their name will work to the bottom of the list in accordance to the number of overtime hours worked from lowest to the highest.
- c. The total overtime hours worked schedule will be reset to zero regardless of totals every January 1 at 00:01.
- d. 24-hour shifts can only be filled in 12 or 24-hour denominations. This may be changed for specific situations only when a shift cannot adequately be filled after going through the entire overtime list.
- e. All contact numbers given by each individual will be exhausted when trying to fill a shift. If a person is not available, a message will be left and the individual will be given five (5) minutes to call back. If the individual is reached, he/she will be given one (1) hour to get back to the person in charge of filling the shift with their intentions.
- f. The Fire inspector will be offered overtime the same as any one else in the overtime rotation. If the inspector is unable to take a full 24-hour shift but can fill 12-hours of the shift the inspector is allowed to take the 12 hours, however he will be assessed for a 24-hour overtime shift. Except when an officer has a special call for the inspector then those hours will not be counted in the rotation, ex Arson investigation, fire prevention, or any other detail assign to the inspector by an officer.
- ~~g. The fire inspector's shift will be made available if there is any full time personal available to cover shift.~~
- h. Department details are through a separate list, therefore will not affect this list.
- i. If an overtime shift is taken, the employee is filling the shift is responsible for it. If the filling employee is unable to fill work the shift another individual will be found to fill it but, the hours will be charged to your overtime total the original filling employee as well as the employee who actually works the shift.
- j. **Forced overtime** shall be given to the person with the least amount of time on the overtime list. If hours on the overtime list are equal then the forced overtime shall go to the junior person with equal time. The only time that this rule might not be effected is in exigent circumstances were a person is unreachable, away on vacation, family emergency, has worked 72 hours or more. This does not guarantee a person getting time off. All time off still needs to be mutually agreed upon by Labor and Management. No employee shall be forced to work overtime on both Thanksgiving and Christmas shifts in one calendar year. **Times when this rule is applied are for Worker's Compensation, approved educational time sponsored by the department or unexpected absences.**

4. Hours paid but not worked, such as Holidays and Earned Time, shall be counted in determining hours worked for the purpose of computing overtime pay.
5. All Fire Department full time personnel shall be given the first priority in filling of scheduled shift vacancies due to vacations, disability leaves or worker's compensation leave.
6. The assignment of shifts in the Fire Department shall be bid ~~each March 1st~~ **when a shift becomes available** with Fire Department full time personnel with the most seniority having first choice of available ~~assignments~~ **shifts**. An available shift is defined as one being vacant due to severance, retirement or transfer. The Fire Chief may, in order to address any departmental matter, reassign employees to a shift other than that bid. **An employee may request a shift change at any time during the year provided that the integrity of the shift is not compromised. Requests for a shift change are limited to 1 per year and all shift changes must be approved by the Fire Chief.**
7. Each employee in the bargaining unit will be allowed to exchange work time, so-called "shift swap" with pay, for a shift in which s/he is able to secure another employee to work on his/her hours of work. Swaps may be granted provided:
 - a. Such swaps or exchanges are made only after the approval of the Department Head or a designee.
 - b. Such swap shall not impose an additional cost to the town with regard to payment of additional salaries and wages or any other form of compensation **except for the provision under article 30 section 6.**
 - c. The employee initially assigned the shift which is being swapped shall be responsible for the shift being covered.
8. Outside Work Detail: In any event requiring the services of an off-duty Firefighter, said Firefighter shall be paid at the rate of thirty five dollars (\$35.00) per hour.

Firefighters working outside details shall be paid a minimum of four (4) hours, unless the detail is offered at a lesser minimum of hours in advance of the assignment. In the event of a cancellation of an outside detail, less than one (1) hour before the Firefighter reports to duty, the minimum of four (4) hours will be paid **unless the detail was offered at a lesser minimum of hours then that will be the amount of hours paid for cancellation.**

Preference in assignment to outside details will be given to full time employees. If full time employees are unavailable, then non-full time employees will be offered the detail. Reasonable notices of details shall be given.

When a non-full time employee elects to work the detail under the conditions of this section, he/she may not be "bumped" from that detail. ~~within forty eight (48) hours of the commencement of the outside duty assignment.~~

Assignment to duties of Town related functions including but not limited to tax time, town meetings, school district meetings and elections shall not be considered assignment to an outside work detail.

9. Special Assignment Stipend: Employees shall receive an increase of forty six cents (\$.46) per hour, in addition to their base hourly wages, while performing the function of special assignment. The stipend shall be paid for all hours from the start of a call to the end of the call. The Town recognizes the following Special Team Assignments: Dive Team, Swat Team Medics, Hazmat and Confined Space Team, High Angle and ~~Underground~~ Trench Rescue.
10. Reasonable notification will be given for all mandatory training.

15. Seniority

1. There shall be two (2) types of seniority:
 - a) Department Seniority - Department Seniority shall relate to the time an employee has been continuously employed by any of the Town Departments represented by this Agreement.
 - b) Classification Seniority - Classification Seniority shall relate to length of time an employee has been employed in a particular classification.
2. Classification Seniority in the classification involved shall prevail in matters concerning layoffs. Qualified and available former permanent employees shall be reinstated before new employees are hired following a layoff. This preference shall expire after one (1) year.
3. Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and he/she shall be considered to be the junior or least senior employee in that classification, regardless of the Department Seniority of other employees already in that job, until such time as other promotions/hiring's are made into this classification. New promotions/hiring's shall be entered at the bottom of that particular classification Seniority List concerned. If a promoted employee does not pass his/her new position's probation or if he/she is unsatisfied with the position within 30 days after the assignment then he/she shall be returned to his/her old classification at the earliest date that is operationally possible and regain his/her former classification and associated seniority.
4. Until a new employee has served the initial 1 year probationary period it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.
5. An employee shall not forfeit seniority during absences caused by:
 - a) Illness resulting in total temporary disability due to his/her regular work with the Town, certified to by an affidavit from the Worker's Compensation carrier.
 - b) Illness resulting in total temporary disability, certified to by a physician's affidavit.
6. An employee shall lose his/her seniority for, but not limited to the following reasons:
 - a) Discharge for just cause.

- b) If he/she resigns.
- 7. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Town Administrator.

16. Work Reduction or Layoffs

- 1. If there is a layoff or any reduction in the work force, the person with the least classification seniority in the affected classification will be laid off first. These laid off employees will be recalled in the reverse order of layoff. The person with the most seniority will be hired back first.
- 2. No employees shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees affected in that classification shall be assigned when operationally possible to the next lower classification for which they are qualified. Absolute "bumping rights" are not to be assumed by the foregoing.

17. Residency Requirements

All employees of the Town shall maintain a residence within a radius of 20 miles from their place of work. The radius requirement may be waived at the discretion of the Town Administrator.

18. Salaries

- 1. New Hires shall normally be placed at Step One on the appropriate labor grade. New Hires having relevant experience, education, or a combination of the two may be initially placed on higher steps up to and including Step Five on the appropriate labor grade.
- 2. Employees that are step eligible (not at the maximum step of their grades) shall be granted a two step increase on their anniversary date in classification during the period of 4/1/10 – 3/31/11. All employees with a hire/promotion date of one year or more prior to 4/1/07 shall have anniversary dates of April 1 for the purpose of pay raises. Employees hired less than a year before that date, or after it, shall be eligible for raises on their actual anniversary dates.

19. Longevity:

- 1. Each employee, upon completing five (5) years of service shall receive a two hundred dollar (\$200.00) longevity payment. This payment will be increase by thirty dollars (\$30.00) for each succeeding year completed until the ninth year is completed.

Each employee upon reaching ten (10) years of service with the Town shall receive on the first payday in December, a longevity bonus equal to \$400.00 for 10 years service and \$50.00 per year for each additional year of service beyond. Payable in the first pay period in December.

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

20 Insurance Eligibility

1. Employees who are employed in a permanent position of at least thirty (30) hours per week are provided with Hospital/Medical Insurance, Life Insurance and Dental Insurance as detailed in Article 21 of this Agreement.

21. Supplemental Compensation (Benefits)

1. Hospital/Medical Insurance

The Town will continue to provide a Hospital/Medical Insurance Plan for eligible bargaining unit members for single, 2-person and family coverage. (Matthew Thornton \$5 copay per visit HMO plan.) Employees electing coverage shall pay ~~a fixed cost equal to the December 2009 rate. on a weekly basis of the premium cost as posted by the LGC Health Trust. Effective 4/1/08 the employee contribution shall be twelve and one half percent (12.5%) on a weekly basis of the premium cost as posted by the LGC Health Trust. Effective 4/1/09 the employee contribution shall be fifteen percent (15%) on a weekly basis of the premium cost as posted by the LGC Health Trust.~~

The Town will continue to provide the current Hospital/Medical Insurance Plan for eligible bargaining unit members. (Blue Cross/Blue Shield Plan JW MC PD NHMA Trust including \$1 Million dollar major medical coverage and 120 semi-private days hospital coverage the employee will have to pay the difference in plans from the HMO to the JW plan a weekly basis of the premium cost as posted by the LGC Health Trust. The Towns cost will only be the price of the HMO plan less the applicable employee contribution for the HMO plan.

All employee cost share contributions shall be made through weekly deductions and shall be on a Section 125 pre-tax basis.

In the event a successor agreement is not reached prior to the expiration of this agreement, employee cost share will remain at the March 31, 2011 rate.

2. Life Insurance

The Town agrees to provide Life Insurance coverage for each eligible (as defined in Article 21 Sec. 1) employee in the unit in the amount of fifty thousand dollars (\$50,000.00) with said coverage

being reduced at age 65 by 35% and by age 70 by 50%. The Town also agrees to provide accidental death and dismemberment coverage in the same amount as provided in the base coverage.

3. Dental Insurance

The Town agrees to provide a dental insurance program with coverage similar to that provided by the New Hampshire Municipal Association's pooled benefit program, Coverage A, B, C and D. Such program shall provide for a one thousand dollar (\$1,000.00) annual benefit per person with annual deductibles of twenty-five dollars (\$25) per person and seventy-five dollars (\$75) per family.

The premiums for such programs shall be borne equally by the Town and employees of the unit. All employees are required to participate in the program relative to their own coverage with their portion of the premiums to be paid by payroll deduction. Family coverage will be dependent upon sixty-five percent (65%) participation of those eligible for family coverage. Family coverage will become effective upon the attainment of required level of participation.

4. New Hampshire State Fireman's Insurance

The town will provide all members with the New Hampshire State Fireman's Insurance.

5. Earned Time

Earned time is an alternative approach to the traditional manner of covering absence for vacation, personal time, sick leave, and military leave. Instead of dividing benefits into a specific number of hours for each benefit, Earned Time puts those hours together into a single benefit. Earned Time hours 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 hours available each year will depend on the years of service to the Town.

NOTE: Worker's Compensation is not affected by Earned Time.

A. Coverage

1. Employees who are employed in a permanent position of at least 30 hours per week are covered by Earned Time. The accrual rates are as follows:

Years of Accrual		Hours	
<u>Service</u>		<u>Per Month</u>	<u>Per Year</u>
0 thru 5		16 hours	192
6 thru 10		19.33 hours	232
After 10		24 hours	288

Firefighting personnel shall receive hours on the following schedule:

Years of Accrual		Hours	
<u>Service</u>		<u>Per Month</u>	<u>Per Year</u>
0 thru 5		16.8 hours	201.6

6 thru 10	20.3 hours	243.6
After 10	25.2 hours	302.4

2. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Department Seniority (Article 15). 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.
3. Termination and Restoration of Service credit: An employee whose break in service from the Town is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year, an individual will earn one year credit, for each year of employment after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.
4. In case of lay-off employee has the option of taking earned time that is owed to him/her or they can bank in case of call back for up to one year.
5. Employees will have the option to request up to 42 hours of earned time payment at 90% of current pay rate. This amount shall not be counted towards the minimum usage required by the CBA.

B. Usage

1. Earned Time 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 may be used in units of one or more hours.

Members of the bargaining unit may voluntarily donate any amount of their accrued Earned Time balance to any other Earned Time participants who are absent greater than forty (40) hours due to injury or illness and who have reduced to zero their balances of Earned Time. Such donations may only cover the length of the absence due to the illness or injury.

Minimum Usage: There is a minimum usage of Earned Hours required each year. See Schedule below:

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5 years	96 hours
6 thru 10 years	116 hours
After 10 years	144 hours

Firefighter will be required to comply with minimum usage as follows:

<u>Years of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5 years	100.8 hours
6 thru 10 years	121.8 hours
After 10 years	151.2 hours

* Computation of minimum usage will occur as of June 30th of each year. Employees with less than six months of service are exempt from minimum usage requirements. Employees with more than six months of service, but less than one year of service as of June 30th will have their minimum usage pro-rated.

The Town will notify each employee by April 1st, each fiscal year, of the employee's usage up until that point.

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

Earned Time converted into the sick leave pool do not count towards minimum usages.

Earned Time benefits accrue only during the initial 3 weeks (120 hours or 126 hours for Firefighters) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for this continuing ability.

C. Sick Leave Pool

1. The Sick Leave Pool is intended to provide security, by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool Hours, employees convert Earned Hours 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.
2. Pool Hours are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
 - a) Use of Pool Hours may begin after the 2nd scheduled ~~on the sixth~~ consecutive ~~shift work day~~ of absence due to illness, injury or other disability.
 - b) A physician's report must accompany the request to use Pool hours.
 - c) It is not necessary to use up all Earned Time before using Pool Time.
 - d) The employee may continue using Pool Time until his/her Pool is exhausted, or until no longer disabled.
 - e) Periodic doctor's reports may be required.

- f) The maximum Pool accrual is 1,200 hours (i.e., the maximum conversion of Earned Time is 400 hours, which would convert to 1,200 Pool Hours). If Pool Hours are used, or if an employee wishes to add to his/her Pool Hours, more Earned Hours may be added each July (to a total of 1,200). Earned Time Hours may not be converted to Pool Hours at any other time.
- g) An exception to 2 a) above, regarding use of ~~2 shifts~~ 40 Earned Hours to access the Sick Leave Pool may be granted when:

An employee returns to work after using Sick Leave Pool Time but is disabled again within 10 working days (80 hours or 84 hours for Firefighters) of return.

The disability is from the same cause as the original sick pool usage.

The disability is certified by a physician to be the same as the original use.

Under these circumstances, the Board of Selectmen may grant an exception to the 40 hour Earned Time requirement.

H) The 2 shifts of earn time originally used will be given back if illness, injury or other disability goes beyond 2 shifts. A doctor's note of the illness may be requested at the discretion of the town.

D. Termination

1. Unused Earned Time up to a maximum of eight hundred (800) hours accumulation will be paid at the time of termination or retirement, if the termination occurs, after completion of the employee's probationary period. However, since a notice period of 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 requirement may be granted by the Board of Selectmen. Employees may leave Earned Time earning intact, pending recall, if the nature of their absence from employment is lay-off.
2. Earned Time is paid at the base pay rate at time of termination.

22. Worker's Compensation

1. The Town of Pelham agrees to provide Worker's Compensation coverage and benefits as ~~prescribed and to the extent required by New Hampshire law.~~ If injury causes lost of time, the employee will continue to receive payment from the town under compensated absence. This practice will continue until disposition is made by the Worker's Compensation carrier

If the case is denied, the employee may continue to receive compensated absence benefits under the contract provisions.

If the case is approved under Worker's Compensation, the employee will begin to receive payment through the States Worker's Compensation program in accordance with State Statute. The town will provide a check for the difference between what is received on tax free basis by the employee from Worker's Compensation and the gross payment they would normally receive in their regularly scheduled work week. From this gross amount, deductions will be taken for (order) taxes, medical & dental, retirement and any union dues. The gross payments will come from the employee's compensated absence fund so long as there is a balance. The compensated absence time will be reinstated to their account, and should employee choose to purchase it with the retroactive payments made by worker's compensation. At no time will earned time be charged for approved workman compensation claims and will be assessed to the employee's sick pool.

Any regular contributions to the compensated absence account will cease during the period of disability

23. Holidays

1. Employees shall be entitled to holidays as follows:

New Year's Day	Presidents' Day
Martin L. King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Veterans' Day	Day after Thanksgiving
Christmas Day	

2. Employees who are absent without leave on either of their scheduled workdays directly preceding or directly following a holiday shall forfeit pay for the holiday, but may be allowed to use Earned Time to cover the holiday or day(s) of absence.

3. Special Cases:

When a holiday falls on the first day of an employee's two consecutive days off, the previous day prior to the 2 consecutive days shall be deemed the holiday. When the holiday falls on the second day of the employee's two consecutive days off, the day following the two consecutive days shall be deemed the holiday.

Should a holiday fall within a vacation period, it shall not be counted as a part of annual vacation allowance.

4. Holidays are considered as time worked for purposes of computing eligibility for overtime.
5. All full time employees shall be paid straight time for holidays. Calculation of this pay shall be based on an eight (8) hour day for all personnel except Fire Department full time shift personnel, whose holiday pay shall be calculated as a twelve (12) hour day. All employees except Fire Department full time shift personnel who are called in to work on a holiday shall be paid at the rate of time and one half for all hours actually worked beyond the callback minimum previously described. The exception is that all Fire Department full time employees who actually work a

regularly scheduled shift that falls on a holiday will be paid straight time for all hours actually worked in addition to the holiday pay. Hours or portions of hours actually worked by all full time employees on Thanksgiving Day & Christmas Day shall be paid at 2 X hourly base rate.

24. Leave of Absence

1. Leave without Pay

A full-time employee may be granted a leave of absence without pay by the Board of Selectmen for a period deemed necessary for the purpose of the leave. The employee is expected to return to work upon expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave, without having arranged for an extension of leave, shall be deemed a resignation for the Town. An employee shall not be paid for any holidays occurring during leave of absence. Employment and leave of absence shall terminate when the employee accepts other employment. When computing length of service for any reason, time spent on leave of absence will not be computed. Part-time employees shall not be included in the above leave of absence rule, but may strictly be granted a leave from job duty as determined by the Board of Selectmen.

2. Extended Leaves of Absence (Family Leave Act)

- a. 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, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. Accumulated Earned Time and Pool accumulation (when applicable) must be used as a part of the twelve (12) week period and before the authorized leave without pay begins. The employee may choose the amount of Earned Time or Pool Days (where applicable) used to supplement his/her compensation during the leave.
- b. 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.
- c. Earned Time will not accrue during the period of unpaid leave.
- d. After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty, unless an extension is granted.
- e. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this section of the Agreement.

- f. Intermittent Leave defined as leave taken in separate blocks of time vs. one continuous period of time including leave for periods from one (1) hour to several weeks shall be allowed.

25. Safety Committee

1. The Town shall maintain a Safety Committee as prescribed by law. The Union shall have one member of its unit included in this committee. There shall be compensation paid for attendance at committee meetings by members of the bargaining unit unless they are on duty.
2. The Safety Committee is advising to the Pelham Board of Selectmen. Any recommendations from the committee shall be directed to the Board through the Town Administrator.

26. Safety and Health

1. The Town will make available and assume all costs for each member of the bargaining unit to receive proper vaccination against Hepatitis B, and annual tuberculosis (TB) screening.

27. Physical Fitness

1. Fire Fighters will be allowed to exercise while on duty one (1) hour per shift
2. The Town will provide space at the Fire Department for an exercise room.

28 Bereavement Leave

1. An employee may be excused from work for up to 1 shift or 3 work days because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, or other blood relatives living in the same household as the employee.
2. The Town may, upon recommendation of the Fire Chief, provide up to one additional shift or one additional day of paid bereavement leave if qualified under section 1 and the request is made.
3. Additional days may be requested of the Fire Chief which may be granted at his/her discretion without prejudice to future requests.

29. Jury Duty

1. The Town shall pay an employee called for Jury Duty the difference between his regular pay and his juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during their normal work hours.

30. Promotions and Transfers

1. Jobs to be filled through promotion shall be posted for a period of five (5) working days on the Town bulletin boards in the area within which the vacancy occurs.

Management shall make a determination regarding the filling of such posted positions no later than forty-five (45) working days after the close of the posting period.

2. Vacancies in management positions which are excluded from the bargaining unit shall be posted on the departmental bulletin boards.
3. Job posting shall include job specification, rate of pay, job location, the shift, and also, if the job is permanent, a permanent rating.
4. An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner.
5. A promotion is defined as a personnel action that moves an employee to a higher labor grade with a new position title. Promotions shall result in a pay increase of not less than five percent (5%) when placement on the new labor grade is completed.
6. Employees who temporarily assume the duties of acting **officer above their current rank** ~~department head for a period of more than twenty-one consecutive days~~ shall receive a salary/wage "plus rate" of an additional five percent (5%) for the period served as acting **officer above their current rank.** ~~department head, retroactive to the date of assumption of the duties.~~

31. Contracting and Subcontracting Out

1. The Town recognizes the concern of the Firefighters in regard to contracting and subcontracting out work which results in a reduction of the work force.
2. If the Town or Department of the Town covered by this Agreement changes its methods of operation which involves contracting out work which is now being performed by bargaining unit employees, the Town and/or department will give notice to the Union of its intention. Furthermore, the Town will attempt to absorb affected employees into other Town positions. In those cases where employees are absorbed into other Town positions, the Town and/or department will provide as much advance notice of pending layoffs as reasonably possible.

32. Uniforms and Safety Shoes **Personal Protective Equipment**

The full time firefighters within the Fire Department shall receive, each year, a clothing allowance of five hundred fifty dollars (\$550.00) to purchase their daily uniforms. This allowance will be provided "on account" at a designated vendor who shall provide all Town approved uniforms. The Town will continue to supply all necessary safety gear for these employees. Other items deemed necessary to perform the job may be purchased with the clothing allowance subject to approval by the Chief.

Employees who are out on extended absences or workmen's compensation will have their clothing allowance suspended. Upon returning to work the allowance will be prorated at 1/12 for each month of absence and may be changed at the discretion of the chief with a written request.

Fire Department New Hires. New hires will be given the below listed uniform items as an initial issue and shall not receive the clothing allowance that first year:

3 long sleeve shirts	lapel pins
2 short sleeve shirts	nametag
3 pants	shirt badge
dress hat	coat badge
winter coat	hat badge
day (wk) boots	belt
1 Job Shirt	1 Winter Hat
1 Long Sleeve Class B Shirt	1 Short Sleeve Class B Shirt
3 Golf Shirts	1 High Visibility Jacket

In addition, all Firefighters, EMT-I's, and Paramedics shall receive a \$350 annual cleaning allowance on or about July 1st. Employees who have not completed 1 year of service prior to the July 1 allowance payment shall have their cleaning allowance prorated and receive 1/12 of the amount per month of employment. Employees who are out on extended absences or workmen's compensation will have their cleaning allowance prorated 1/12 for each month they are out.

Two sets of structural firefighting turnout gear will also be provided for all full time employees to include but not limited to gloves, hoods, 1 NFPA compliant Leather Helmet, forestry Nomex shirts, leather work gloves, forestry helmet, extrication gloves and forestry respirators.

33. Tuition Assistance.

1. Funding.

Employees subject to this agreement may request their department heads to include in their annual budget requests an amount for tuition assistance for full time employees pursuing college degrees at a school accredited by the New England Association of Schools and Colleges (NEASC), to include the NH Technical Institute, and having a classroom campus within reasonable driving distance of Pelham. The total aggregate submitted to the Town Administrator for the bargaining unit shall not exceed ten thousand dollars (\$10,000.00) for the budget year.

2. Application.

- a. All requests for tuition assistance for the coming budget year must be submitted to the department head ~~by June 30 of each year~~. The department heads shall forward the applications with recommendations to the Town Administrator, who shall be the sole determiner of which applicants are to be included in that year's (\$10,000.00) allocation for the budget submission.
- b. The initial application shall include a letter of acceptance from the college and a certified degree plan from the school showing the degree to be obtained and the major or core courses of instruction including all electives. The core subject or major must be a field that relates to a function of the municipal government, although it need not relate directly to the employee's current position. Tuition Assistance can not be provided for courses of study that will not ultimately benefit the taxpayers in Pelham. Tuition assistance shall not be provided for a course that will not count as credit toward a bona fide degree.

3. Payment.

Employees who were approved for tuition assistance by inclusion in the budget request will register for and pay all costs of completing the course. When the final grade report has been received and the final grade is C+ or better (or "pass" for a pass/fail course), the grade report may be presented to the department head who will authorize reimbursement of one half (50%) of the tuition paid for that course. Costs of books and other fees are not covered by this program.

4. Paramedic Tuition:

The parties agree that any individual unit member who voluntarily requests to take part in, and is selected at the Chief's discretion, to participate in the attainment of a Paramedic certification and licensure will be subject to the following:

A: The Town shall pay the cost of tuition, books and supplies for the Paramedic training program in accordance to the training institution guidelines. The employee will be allowed to attend this training on their scheduled shift and will not have to use earned time. Student to be paid extra eight (8) hours pay at time and one-half to attend class.

B: The Town shall be entitled to reimbursement for the tuition if the employee does not remain in the employ of the Town for a period of two and one-half years from the time of certification. The Town shall forgive one thirtieth of the reimbursement by the employee for each month the employee is employed by the town beginning with the date of certification. After a period of two and one half years of employment after the date of certification, the Town will not be entitled to any reimbursement by the employee.

C: In the event a paramedic certification is lost or forfeited, the affected employee, within five days constructive knowledge of the event, notify the Fire Chief and will revert to his or her previous rank without loss of seniority or benefits except for step position on the salary scale provided, they must maintain EMT-I status and will be reduced to the step

and grade on that scale. In the event a Fire Fighter or Lieutenant gains paramedic certification he/she will be placed at the same step level in the appropriate paramedic salary scale. The effected employee is still subject for reimbursement under section B of this article.

5. Certified Career Fire Fighter (C2F2):

The Pelham Fire Department agrees to pay for the tuition to the class. The Pelham Fire Department agrees to allow the employee to take the class and not be responsible for the coverage of the shifts; this will be the responsibility of the fire department. The employee will receive their normal week's pay (42 hours) and the department will not be responsible for any overtime incurred by the C2F2 program. If an employee's shift falls on a Sunday then they shall work the day half of the shift (7A-7P). If the employees shift falls on a Friday then they will be required to work their night half of their shift (7P-7A). Since this is a very rigorous program the employee shall not be allowed to take overtime from the Sunday before the program starts to Friday the week the program ends unless approved by the chief.

34. Educational Incentives

1. Employees achieving certification in the following categories will receive an annual stipend payable on December 1 of each contract year. Employees who receive their certification within one year of the December 1 date shall have their incentives prorated to 1/12 per month for the previous 12 months.

Company Officer 1	\$150.00 (non-cumulative)
Company Officer 2	\$300.00
Fire Instructor	\$300.00
Fire Inspector	\$300.00
CDL – B	\$150.00

In addition, unit members who have obtained an

Associate's Degree	\$500.00
Bachelor's Degree	\$750.00
Masters Degree	\$1000.00
NFA Executive Fire Officer	\$1000.00

It is understood that with regards to Associate's and Bachelor's Degrees, there is no requirement for a specific major. Course subject or major must be a field that relates to a function of municipal government although it need not relate to the employee's current position.

2. Employees who have accepted one of the following positions in the department will receive a \$1000 stipend on December 1 of each contract year. These positions are assigned, revoked and reassigned by the chief of the department. Duties associated with these positions will be assigned by the chief of the department and will change and evolve to meet the needs of the department. Members who assume these duties mid year will receive 1/12 of the incentive for each month they perform their duties. Employees who are out for extended absences will have their incentives

prorated by 1/12 for each month they are out.

EMS Training Officer
Fire Training Officer
Information Technology
Purchasing and Maintenance Officer

3. Any member who chooses to perform and pass the Coopers Test minimum requirements (35 percentile) for the individual's age and gender classification shall receive \$800.00. This test will be coordinated by the town and will be non punitive.

35. Separability

1. In the event any provisions of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

36. Effect of Agreement

1. This instrument constitutes the entire Agreement of the Town and the Firefighters, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject, or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Firefighters, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

37. Miscellaneous

1. Intra-unit Relations
Since it is to the benefit of all that harmonious fraternal relations prevail in the Town, any disputes which may arise between and among members of the unit and which have major consequences on their performances shall at the Board of Selectmen's discretion be referred to the bargaining agent for mediation and resolution.

2. The department will try to provide a vehicle to attend functions that are related to the department events. Nevertheless, if not available reimbursement of expenses for reasonable and authorized expenses incurred while carrying out official business of the department. Reimbursement for the use of a personal vehicle for the business of the department shall be paid at the per mile rate established by the maximum reimbursement permitted by the federal government. Request for reimbursement for all expenses shall be submitted to the Chief. Receipt for lodging, meals, course registration fees, and tolls shall be submitted with request.
3. Certifications and Licenses.
Subsequent to the adoption of this CBA, fees and costs for procuring and renewing certifications and licenses that employees are required by the Town to obtain and maintain shall be paid by the Town, except when such certifications and licenses are required to be possessed by the employees as a condition of employment (hiring). This policy does not apply to certifications and licenses mandated by state or federal law or regulation. (Note: This paragraph may be further modified by mutual agreement prior to signing.)
4. Cell Phone Reimbursement
The Pelham Fire Department will give a phone reimbursement of \$17.00 every month paid quarterly to any qualified personnel who has a cell phone. Employees who receive this reimbursement must return calls from the department within a reasonable amount of time. If at the discretion of the chief, employees are not returning calls to the department, the reimbursement will be revoked for 12 months.

38. Duration of Agreement

1. This Agreement shall be in full force and effect from and after date of signing and shall expire on, March 31, 2011
2. If the Board of Selectmen or the Firefighters fails to act with respect to this Agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, either party has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/fact finder.

For the Professional Firefighters

For the Town of Pelham

Chief Negotiator

Chief Negotiator

Selectman

Selectman

Selectman

Selectman