AGREEMENT

between the

EXETER PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 3491

and the

TOWN OF EXETER, NH

2016 - 2017

AN AGREEMENT between the EXETER PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 3491, hereinafter referred to as the "Association" and the TOWN OF EXETER, hereinafter referred to as the "Town" and collectively referred to as the "Parties".

ARTICLE 1
Recognition

1.1 The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of the Exeter Permanent Firefighters' Association dated September 11, 1978: Firefighters, Lieutenants and Captains.

1.2 Reference to the "Association" as exclusive representative of the employees means the Exeter Professional Firefighters' Association and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE 2
Employee Rights and Non-Discrimination

2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.

2.2 The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.

2.3 There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

ARTICLE 3
Probationary Employees

3.1 All eligible full-time employees who have satisfactorily completed the probationary period shall become permanent employees and shall become members of the bargaining unit.

3.2 No permanent employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.

3.3 Notwithstanding any other provision to the contrary, RSA 273-A:1, IX, (d) shall prevail in the definition of probationary employees.

ARTICLE 4
Management Rights

4.1 The Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Hampshire and of the United States. All rights which ordinarily vest in and are exercised by public employers which are not specifically relinquished in the Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce or discontinue any rules, regulations or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods of facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

4.2 For the purpose of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

ARTICLE 5
Association Rights

5.1 The Association, or committees of the Association, may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.

5.2 Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.

5.3 The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.

5.4 The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such request to not more than once per month.

ARTICLE 6
Dues Checkoff and Fair Share

6.1 The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.

6.2 The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.

6.3 An individual who is not a member of the Association who requests services of the Association in a grievance representation shall be charged the full fair costs to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

ARTICLE 7
Basic Work Schedule

7.1 Any current work schedule change shall be subject to two weeks' notice, except in an emergency.

7.2 For pay purposes, the work week shall begin at 0800 on Monday and end at 0759 the following Monday for all employees.

7.3 The hours of work for the Exeter Fire Department shall be forty-two (42) hours a week based on a schedule of the following:

(a)	Schedule	One 24 hour day One 24 hour day off One 24 hour day Five days off

7.4 The employer agrees to authorize a staffing level of not less than five (5) Fire Department Personnel available for response as follows: in FY06, nights (the traditional 14 hour night shift), weekends, and holidays, in FY07, 24 hours per day, 7 days per week.

7.4.1 The employer further agrees that should it become necessary to change that number for reasons of economy, lack of personnel or any other such reason, the employer will discuss the matter with the Association. None of the provisions of Section 7.4, Minimum Manning, shall be grievable under Section 19, Grievance Procedure.

ARTICLE 8
Overtime

8.1 Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one-half.

8.2 Any person covered by this Agreement shall be required to report for duty when notified. Should such duty constitute work beyond the regular work day or week, compensation shall be at the rate of one and one-half (1½) times the regular rate.

8.3 The Parties agree that there shall be no claim for overtime compensation because of part time work in a Town department different from the employee's regular department.

8.4 The supervisor shall give as much notice as practicable when overtime will be worked.

8.5 Time worked, for the purpose of this Article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.3. Pay status shall mean time worked and paid time off.

8.6 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.

ARTICLE 9
Call Backs

9.1 In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive pay according to the following rates:

9.1.1 For calls between 12:00 midnight and 6:00 a.m., two (2) hours pay at time and one-half.

9.1.2 For calls between 6:00 a.m. and 12:00 midnight, one (1) hour pay at time and one-half.

9.1.3 The minimum call back shall be one hour. Any portion of succeeding hour(s) that exceed ten (10) minutes will be considered to be a full hour. In the case of an extension of a regular shift due to an alarm (a holdover), employees shall be paid overtime in increments of one-half (1/2) hour.

9.2 Time calculations for call back shall begin at the tone-out or dispatch for emergency duty. Termination of time period shall be when an individual is released from duty by the Duty Officer or Officer in Charge.

9.2.1 In the event a second alarm comes in while the employee is still in the immediate vicinity of the Public Safety Complex (whether the employee has been dismissed or not dismissed from the first call), the duration of the second call shall be added to the duration of the first, less any time of overlap, to make one continuous call for the purpose of calculating the total time worked.

9.3 Mandatory Training call back shall be subject to the provisions of this section.

9.4 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

ARTICLE 10
Holidays

10.1 The following and any other days designated by the Board of Selectmen or Town Manager are the official holidays for the term of the Agreement:

New Year's Day	Columbus Day
Civil Rights Day	Presidents Day
Veteran's Day	
Memorial Day	Thanksgiving
Independence Day	Day after Thanksgiving
Labor Day	Christmas

10.1.1 Employees covered by this Agreement shall work their shift as scheduled regardless of the occurrence of holidays.

10.2 Payment for holidays will be as follows:

10.2.1 Each employee covered by this Agreement will receive in November of each year, in addition to his or her regular pay, an amount that shall be determined by multiplying his or her average hourly pay by an average twelve-hour work shift, and by the number of holidays (listed in 10.1) that have occurred during the employee's term of employment during that current calendar year.

10.2.2 Permanent full-time employees who resign during any portion of a calendar or fiscal year, shall be entitled to payment as defined in 10.2.1 for those holidays occurring during the period they were employed.

10.3 Employees shall be eligible for holiday pay at the date of employment.

ARTICLE 11
Wage and Salary Administration

11.1 Wages:

11.1.1 Effective the first full pay period in July 2016, employees on the pay schedule shall receive a step increase, and employees already at the top of the pay schedule (and therefore not eligible for a step increase) will receive a bonus payment equal to 0.75% of their base pay, which amount will not be added to their base pay. This bonus payment will be paid as follows; one half in July 2016 and one half in January 2017.

11.1.2 Effective the first full pay period in July 2017, employees on the pay schedule shall receive a step increase, and employees already at the top of the pay schedule (and therefore not eligible for a step increase) will receive a bonus payment equal to 0.75% of their base pay, which amount will not be added to their base pay. This bonus payment will be paid as follows; one half in July 2017 and one half in December 2017.

11.1.3 In future years, the senior employee positions who received a step increase in 2011 will be designated as the "odd year group" and the employee positions who received a step increase in 2012 will be designated as the "even year group". A new employee will be placed in whichever group the employee's position he or she is filling was designated. However, a new employee will be entitled to a one step increase after one year probation and thereafter will be placed in the appropriate group, but in no circumstance shall that employee receive two step increases in the same calendar year.

11.1.4 Those stipends being paid by the Town as of January 1, 2013 will remain at the same rate and with the incumbent employee during the term of this Agreement, except that the Town reserves the right, at its sole discretion, to completely eliminate both the stipend and the tasks for which the stipend is being paid, or to shift both the stipend and the tasks for which the stipend is being paid to another Town employee.

11.2 Longevity Pay – Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

After completion of:

5th continuous year	$ 250.00 annually	13th continuous year	$ 650.00 annually
6th continuous year	300.00 annually	14th continuous year	700.00 annually
7th continuous year	350.00 annually	15th continuous year	750.00 annually
8th continuous year	400.00 annually	16th continuous year	800.00 annually
9th continuous year	450.00 annually	17th continuous year	850.00 annually
10th continuous year	500.00 annually	18th continuous year	900.00 annually
11th continuous year	550.00 annually	19th continuous year	950.00 annually
12th continuous year	600.00 annually	20th continuous year	1,000.00 annually
		25th continuous year	1,500.00 annually

11.2.1 Full-time employees hired after January 1, 2006 shall not be eligible for longevity pay.

11.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period. The Town and the Association agree that the Town may convert to a bi-weekly pay system at any time with a two-week notice to the Association and will not result in any loss of pay.

11.4 Beginning Salary – The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.

11.5 Demotion – If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.

11.6 When an employee is promoted s/he shall suffer no loss in compensation.

11.7 Temporary Assignment to Higher Position – Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position for one full workweek, will be paid at the higher position classification that equals at least a 5% increase over their regular rate of pay.

11.8 Severance Pay –Any employee who retires from his employment with the Town after having given fourteen (14) calendar days notice either to his Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Any accrued sick leave shall be forfeited to the Town. Any employee who ceases or terminates his/her employment for reasons other than retirement shall not be entitled to any severance pay.

11.8.1 Any employee after one year of service who is laid off from his/her employment with the Town shall be entitled to one week's severance pay plus any unused portion of annual leave. Any accrued sick or personal leave shall be forfeited to the Town but shall be restored to an employee who had been laid off upon reemployment with the Town provided such reemployment is within two (2) years of the date of the layoff. The leave restored will be established as that leave which was available to the employee upon their date of layoff.

11.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.

Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by the Agreement shall be continued in accordance with the previous contact, provided that sufficient funds have been made available by the most recent town Meeting.

11.10 Physical Fitness: All department members are required to participate in a Fire Department fitness program. The department values the health and well being of its members so this program will not be punitive in nature. Each member will document a minimum of one (1) hour of physical fitness training during the regular 48 hours worked each week, unless waived and approved by the Chief. (Attendance reports from local gyms (Synergy, Great Bay, etc.) will be accepted as documentation in lieu of the on-duty physical fitness programs. Other individual physical fitness programs will be documented by the training officer and approved by the Chief. To the extent that extenuating circumstances interrupt a regularly scheduled workout session, the officer in charge may waive that day's requirement by notifying the Chief in writing with the reasons. Workouts may be rescheduled during a regular shift to maintain the fulfillment of the requirement outlined in this paragraph. The Town will not enforce the requirements of the physical fitness program if necessary equipment is not functioning or available for the duration the equipment is either not functioning or not available.

11.11 Crew Chiefs. Members covered by this Agreement designed by the Fire Chief as Crew Chiefs shall be paid $1,000 per year, said amount to be paid bi-weekly in accordance with the Town's payroll.

11.12 A Lieutenant also certified as a paramedic shall be paid $1,000 per year, said amount to be paid weekly or bi-weekly in accordance with the Town's payroll.

11.13 Departmental Paid Education:

a. MANDATORY COURSES: Mandatory courses are courses where personnel are required to attend. Personnel shall be paid time and one-half for all hours attended while off duty. Mandatory courses shall be determined by the Fire Chief and shall be equitably distributed to personnel meeting the prerequisites of the course.

b. TIME OFF: Time off for attendance at a course, is not authorized. The Fire Chief may make exceptions on an individual basis when extenuating circumstances exist.

c. NATIONAL FIRE ACADEMY COURSES: No overtime or additional time off is authorized for personnel attending classes at the National Fire Academy. The schedule is arranged to allow the day preceding and succeeding the course as travel days. An employee returning from the National Fire Academy will not be unreasonably denied vacation or personal leave for the next duty days.

11.14 Compensation for such educational and training programs shall be as follows:

(a) College Credit Programs: Full tuition and books
(b) Seminars and Training Programs: Tuition, fees, lodging and travel as required by the type of program and time and location.
(c) Reimbursement for course tuition will be paid upon successful completion of an approved job related course with a grade of B or better. The employer shall

pay in advance the cost for taking the course, seminar or training program with the compensated employee signing a promissory note obligating that employee to reimburse the employer for all payments in the event the course, seminar or training is not successfully completed with a grade of B or better.

11.15 Detail Pay: Employees assigned to a "detail" during their off duty hours shall be compensated at the rate of time and one-half (1.5) of their regular rate for the hours actually worked. A detail shall be defined as any duty assignment less than a duty shift to include court appearances. Employees shall be paid for two (2) hours at the regular rate if the detail is canceled less than eight (8) hours prior to the detail start time.

ARTICLE 12
Uniforms and Safety Equipment

12.1 The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.

ARTICLE 13
Leave Administration

13.1 Annual Leave:

13.1.1 Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After one (1) year of service – forty-eight (48) hours annually;
After two (2) years of service – ninety-six (96) hours annually;
After five (5) years of service – one hundred forty-four (144) hours annually;
After ten (10) years of service – one hundred sixty-eight (168) hours annually;
After fifteen (15) years of service – one hundred ninety-two (192) hours annually;
After twenty (20) years of service – two hundred forty (240) hours annually.

13.1.2 Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

13.2 Vacation Administration

13.2.1 Vacation Schedule: Commencing on April 1st and on the first of each consecutive month, all employees must submit their vacation requests for that month. Vacation may be canceled provided that the Department has 24-hours prior notice.

13.3 Divided Vacation: A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider the following factors:

a. Departmental work schedule and/or schedule for shut-down.

b. The minimum period into which the first two weeks of vacation may be divided will normally be one week.

13.4 Maintenance of Vacation Schedules: Vacation schedule for employees in all departments shall be maintained by the Department Head and should be posted in each department no later than June 1st of the year.

13.5 Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

13.6 Notwithstanding 13.2.1 above, any employee who, by virtue of reaching his/her anniversary date between October 15th and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time until March 1st of the following year.

13.7 Sick Leave:

13.7.1 Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service:

Hours per Month	Hours per Year	Maximum Accumulation
12	144	1440

13.7.2 Sick leave is earned from the first day of employment and, after the probationary period, may be used as earned.

13.7.3 Paid sick leave shall be granted for the following reasons:

a. personal illness;

b. non compensable bodily injury or disease;

c. exposure to contagious disease, or quarantine;

d. attendance upon member of immediate family whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided, however, that extensions will not be denied unreasonably.

13.7.4 Employees absent for the above reasons shall report such absence to their supervisor immediately together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at Town expense) certifying the condition of the employee or a member of the family who has been reported ill.

13.7.5 Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within two (2) years and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

13.7.6 In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death.

(a) Retirement means leaving Department employment upon qualifying under a statutory provision, such statutory provision being a period of service ordinarily of twenty (20) years for fire personnel and attainment of age forty-five (45) in anticipation of receiving retirement benefits.

13.7.7 Disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom shall entitle the employee to use sick leave.

13.8 Bereavement Leave:

13.8.1 An employee is entitled to bereavement leave at full pay, not to exceed three (3) working days for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean: spouse, parent, grandparent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

13.8.2 An employee is entitled to bereavement leave at full pay for one (1) working day for the purpose of attending the funeral of a grandchild, brother-in-law, sister-in-law, aunt or uncle.

13.8.3 Special leave of up to three (3) days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 13.8.1 or 13.8.2.

13.9 Leave of Absence Without Pay: A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

13.9.1 Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action, including dismissal.

13.9.2 In the case of a request for a maternity leave of absence, such request shall be granted for a period of up to three (3) months. Any full time employee who becomes pregnant shall be entitled to remain employed during said pregnancy, so long as she is able to perform her job adequately.

13.10 Definition of leave for the purpose of this section shall mean:

(a) When requesting a leave of absence for illness, all sick leave and vacation leave shall be exhausted.

(b) When requesting a leave of absence for personal reasons, all vacation leave shall be exhausted

13.11 Leave of Absence with Pay – The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.

13.12 Jury Duty – The parties agree to adopt the Town's policy regarding jury duty and to comply with New Hampshire law.

13.13 Military Leave – The parties agree to adopt the Town's policy regarding military leave and to comply with Federal (USERRA) and New Hampshire law.

13.14 Unauthorized Absence – An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave.

13.15 Personal Leave – Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances necessitating such use.

ARTICLE 14
Safety and Health

14.1 The Employer shall endeavor to provide and maintain safe working conditions as required by law.

14.2 The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

ARTICLE 15
Promotion, Layoff, Transfer and Seniority

15.1 A vacancy or new position shall be filled in the following manner:

15.1.1 The Town shall post all open positions on employee bulletin boards for a period of seven (7) working days. The posted positing shall contain the following:

Title of Job	Job Location
Salary Range	Closing Date of Application
Minimum Qualifications	Job Description

15.1.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.

15.1.3 In the event that two (2) or more applicants for any position appear to be equally qualified preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.

15.1.4 When any two (2) Town employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.

15.1.5 Promotions made where the employee has less than five (5) years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five (5) years or longer, the probationary period shall be for a period of six (6) months.

15.2 Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.

15.3 The employer shall give written notice to the employee affected of any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.

15.4 Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

ARTICLE 16
Benefits

16.1 Medical Insurance – Benefit-eligible employees shall be eligible to enroll in either the MTB20 10/20/45 plan or the BC3T20 10/20/45 plans. Effective July 2017, the employer shall pay the following percentages for single, 2-person and family plans: 87%.

16.2 Dental Insurance – Employees shall be provided with a dental plan for themselves and their dependents for which the premiums shall be borne by the Town. The benefit level shall be equal to Northeast Delta Dental Option III.

16.3 Personal Loss:

16.3.1 Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement clothing.

16.3.2 Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement property.
For purposes of this section, personal property shall not include money.

16.4 Life Insurance – Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars ($25,000.00).

16.5 Workers' Compensation – The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

16.5.1 The term "Unfit for Duty" shall mean that in the opinion of a medical physician and or a specialist with expertise in the type of injury or disability that the member is unable to perform his/her normal job function. If the member has scheduled training or any other job related activities and is unfit for duty, than he/she upon orders from the Fire Chief or his/her designee shall not participate in those activities until such time a clearance is given by a physician and or specialist and the member is placed to "full duty" or is placed on "light duty" status.

16.5.2 The term "light Duty" status shall mean that the member is placed into a role within the Exeter Fire Department in that of a support/staff person. This shall be determined by the Fire Chief and is regulated by the number of hours that the member is cleared for light duty per day/week by a physician or specialist.

16.5.3 "Light Duty" status will be assigned based on physical condition and the amount of hours that can be worked. This will be recommended by the employee's physician and approved by the Fire Chief or his/her designee. Light duty hours worked for unit member shall be up to 42 hours maximum per week.

16.5.4 Overtime may be granted during light duty only with prior written authorization of the Fire Chief or his/her designee. If a 42 hour work week is exceeded, than the member becomes eligible for overtime status at one and one half times his/her regular rate.

16.5.5 The term "Full Duty" or "Fit for Duty" shall mean that the member has been cleared to return to work in his/her normal job function as determined by a physician or specialist.

16.6 The Parties recognize the responsibility of the Town to indemnify its employees from claims again them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting pursuant to RSA 31:105, 106 and 107 fulfills such responsibility.

ARTICLE 17
Fire Department Provisions

17.1 Issued equipment shall be replaced when worn out or destroyed. For replacement, the item must be turned in or reasonable proof provided of its loss or destruction in the line of work.

17.2 The Town shall provide the following uniform items, and replace them from time to time due to normal wear and tear. As current uniform items are replaced, the uniform shall conform with NFPA 1975. Initial issue of uniform/equipment shall be of a highly serviceable qualify conforming to NFPA 1975 and consist of:

1 Firefighter's dress uniform cap with badge;
1 Baseball style cap;
4 Duty uniforms - shirts (long and short sleeves) and pants;
1 black belt;
1 pair black footwear;
1 sweatshirt;
1 all season jacket;
1 pair black leather gloves;
2 name tags;
2 coat badges;
2 shoulder patches for each shirt and jacket;
1 pair collar insignia.

17.3 The Town shall provide the following protective clothing to each full-time member of the Department. Protective clothing damaged during emergencies shall be replaced by the Town.

1 Cairns & Brothers 1010 helmet, or leather equivalent to be purchased by the employee, with eye shield and company shield or equivalent; replacement of helmets damaged in the line of duty will be the same as the helmet damaged;
1 Complete set of clothing to include a coat, pants, hood and leather gloves
Employee's choice of 1 set of leather or rubber structural firefighter's boots
1 Hand Light
1 Emergency Bailout Rope
1 SCBA mask with bag
Safety glasses
Hearing protection
Lineman's wire cutters
Extrication gloves

17.3.1 The Chief of the Department may, following consultation with the President of the Exeter Professional Firefighters' Association, make any changes he deems necessary to improve the quality/safety of the equipment issues. Such changes shall be to NFPA standards or better.

17.3.2 All protective clothing issued to employees shall be used only while on official duty with the Exeter Fire Department.

17.4 Class "A" uniforms shall not be required by the Town.

ARTICLE 18
Discipline and Involuntary Separation

18.1 The Town shall not discharge or take other disciplinary action without just cause.

ARTICLE 19
Grievance Procedure

19.1 The purpose of this Article is to provide the mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.

19.2 An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the Department Head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.

19.3 The Department Head shall meet with the grievant and Union representative and provide a written reply within seven (7) working days.

19.4 Any appeal from that reply shall be in writing to the Town Manager within seven (7) working days of receipt of the Department Head's answer.

19.5 The Town Manager shall meet with the grievant and Union representative and provide a written reply within fourteen (14) days.

19.6 If the Union wishes to appeal the grievance to arbitration, it shall request arbitration from the Public Employee Labor Relations Board within fourteen (14) working days after the Town Manager's written reply.

19.7 The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.

19.8 The Board of Selectmen shall meet within fifteen (15) working days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.

19.9 Failure by the grievant or the Union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial, thus permitting an appeal to the next step.

19.10 Any time limits herein may be extended by mutual agreement.

19.11 "Working days" shall mean Monday through Friday, excluding holidays designated in 10.1.

ARTICLE 20
Separability

20.1 In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto agree that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 21
Notices

21.1 Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the Exeter Professional Firefighters' Association, Local 3491, P.O. Box 1003, Exeter, NH 03833.

21.2 Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Exeter Board of Selectmen.

ARTICLE 22
Duration and Re-Opening

22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2017, or until replaced by a successor agreement.

22.2 Renegotiation of this Agreement will be effected by written notification by one Party as required by RSA 273-A, as amended. Negotiations shall commence within two (2) weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Agreement on this 1 day of July, 2016

FOR THE ASSOCIATION:

FOR THE TOWN:

4822-7901-4449, v. 1

Exeter Fire Association Pay Plan - July 1, 2013					1.00%	COLA									
	Starting	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
Lieutenant							27.8865	28.5081	29.1437	29.7943	30.4581	31.1374	31.8322	32.5416	33.2674
							60,904	62,262	63,650	65,071	66,521	68,004	69,522	71,071	72,656
Paramedic	22.8108	23.3198	23.8399	24.3712	24.9152	25.4707	26.0384	26.6192	27.2131	27.8196	28.4397	29.0738	29.7225	30.3853	31.0632
	49,819	50,930	52,066	53,227	54,415	55,628	56,868	58,136	59,433	60,758	62,112	63,497	64,914	66,362	67,842
FF EMT 1	20.7376	21.2000	21.6725	22.1558	22.6502	23.1548	23.6716	24.1995	24.7390	25.2902	25.8545	26.4314	27.0204	27.6231	28.2388
	45,291	46,301	47,333	48,388	49,468	50,570	51,699	52,852	54,030	55,234	56,466	57,726	59,013	60,329	61,674

Exeter Fire Association Pay Plan - July 1, 2014					1.00%	COLA									
	Starting	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
Lieutenant							28.1654	28.7932	29.4351	30.0923	30.7627	31.4488	32.1505	32.8670	33.6001
							61,513	62,884	64,286	65,722	67,186	68,684	70,217	71,781	73,383
Paramedic	23.0389	23.5530	24.0783	24.6150	25.1643	25.7254	26.2988	26.8854	27.4852	28.0978	28.7241	29.3646	30.0198	30.6892	31.3738
	50,317	51,440	52,587	53,759	54,959	56,184	57,437	58,718	60,028	61,366	62,733	64,132	65,563	67,025	68,520
FF EMT 1	20.9449	21.4120	21.8893	22.3774	22.8767	23.3864	23.9083	24.4415	24.9864	25.5431	26.1130	26.6957	27.2906	27.8993	28.5212
	45,744	46,764	47,806	48,872	49,963	51,076	52,216	53,380	54,570	55,786	57,031	58,303	59,603	60,932	62,290

Exeter Fire Association Pay Plan - July 1, 2015					1.00%	COLA									
	Starting	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
Lieutenant							28.4471	29.0811	29.7295	30.3932	31.0703	31.7633	32.4720	33.1957	33.9361
							62,128	63,513	64,929	66,379	67,858	69,371	70,919	72,499	74,116
Paramedic	23.2693	23.7885	24.3191	24.8611	25.4159	25.9827	26.5618	27.1542	27.7601	28.3787	29.0113	29.6582	30.3200	30.9961	31.6875
	50,820	51,954	53,113	54,297	55,508	56,746	58,011	59,305	60,628	61,979	63,361	64,774	66,219	67,695	69,206
FF EMT 1	21.1544	21.6261	22.1082	22.6011	23.1055	23.6202	24.1474	24.6859	25.2363	25.7985	26.3742	26.9627	27.5636	28.1783	28.8064
	46,201	47,231	48,284	49,361	50,462	51,587	52,738	53,914	55,116	56,344	57,601	58,886	60,199	61,541	62,913