

AGREEMENT BETWEEN
HAMPTON BOARD OF SELECTMEN
AND
HAMPTON DEPARTMENT SUPERVISORY
ASSOCIATION
LOCAL 3017
AFFILIATED WITH IAFF/AFL-CIO

Effective date: April 1, 2012

ARTICLE 17.....	21
<i>EXCHANGE OF DAYS OFF</i>	21
ARTICLE 18.....	21
<i>HOLIDAYS</i>	21
ARTICLE 19.....	22
<i>VACATIONS</i>	22
ARTICLE 20.....	25
<i>SICK LEAVE</i>	25
ARTICLE 21.....	30
<i>SICK LEAVE COVERAGE</i>	30
ARTICLE 22.....	30
<i>INJURY LEAVE</i>	30
ARTICLE 23.....	32
<i>HEALTH INSURANCE</i>	32
ARTICLE 24.....	35
<i>LIABILITY INSURANCE</i>	35
ARTICLE 25.....	36
<i>BEREAVEMENT LEAVE</i>	36
ARTICLE 26.....	37
<i>LONGEVITY PAY</i>	37
ARTICLE 27.....	37
<i>UNIFORM ALLOWANCE</i>	37
ARTICLE 28.....	38
<i>PRIVATE DETAILS</i>	38
ARTICLE 29.....	39
<i>VEHICLE MAINTENANCE AND OPERATIONS</i>	39
ARTICLE 30.....	39
<i>SALARY SCHEDULE</i>	39
ARTICLE 31.....	39
<i>GRIEVANCE PROCEDURE</i>	39
ARTICLE 32.....	43
<i>LODGING</i>	43
ARTICLE 33.....	43
<i>DIRECTIVES</i>	43
ARTICLE 34.....	43
<i>EDUCATION</i>	43
ARTICLE 35.....	43

The Hampton Board of Selectmen (hereinafter referred to as the "Town" and Hampton Fire Department Supervisory Association, Local 3017, affiliated with IAFF/AFL-CIO (hereinafter referred to as the "Union") agree as follows:

**ARTICLE 1
PURPOSE**

The intent and purpose of this Agreement is to: (1) establish certain hours of work, rates of pay and other conditions of employment such as job security, employee rights, seniority, residency, promotions, personnel reduction, equipment safety and fringe benefits; and (2) establish procedures for the resolutions of disputes concerning interpretation and application of this Agreement.

**ARTICLE 2
RECOGNITION**

The Town hereby recognizes the Union as the exclusive representative and bargaining agent, for all purposes set forth in RSA 273-A for Permanent members of the Hampton Fire Department to include the following positions.

Deputy Fire Chief
Fire Captain
Emergency Medical Services Officer
Fire Lieutenant
Fire Prevention Officer
Fire Inspector
Secretary
Fire Prevention Secretary

Section 2.

The provisions of this Article are not subject to the provisions of Article 31, entitled "Grievance Procedure."

**ARTICLE 5
UNION SECURITY**

No employee shall be required to become a member of the Union; provided, however, that an employee who chooses not to become a member of the Union shall, as a condition of employment, pay a weekly service fee to the Union of not more than the regular dues and assessments paid by the members of the Union.

**ARTICLE 6
EMPLOYEE RIGHTS AND DUTIES**

Section 1.

The Town agrees that there shall be no discrimination against any employee covered by this Agreement for membership in the Union, or because of presenting a grievance, or for giving testimony or for taking part in proceedings of the Union.

Section 2.

No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Department or other Departments of the Town. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3.

Disciplinary matters will be subject to the grievance procedure.

Section 4.

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation, or communicable inheritness (A.I.D.S.) contracted while in the Town's employ.

**ARTICLE 8
UNION LEAVE**

Section 1.

Up to two (2) employees, appointed by the President to represent the Union at Union functions, shall be granted time off from duty when requested in conformance with the following:

1. A written request shall be made by the Union President to the Fire Chief at least two weeks prior to the requested Union Leave.
2. It is understood that the Union will be allowed up to 8 shifts (1 shift = 10 hour or 14 hour). In addition to the aforementioned 8 shifts, time off shall be granted for up to two employees appointed by the President to attend the biennial conventions of the International Association of Firefighters and the Professional Firefighters of New Hampshire.
3. Said written request must be approved by the Fire Chief before the time can be charged as authorized Union Leave. In approving Union Leave requests, the Chief shall consider first the operational needs of the department; however, requests for Union Leave shall not be unreasonably denied. Denials by the Fire Chief shall be submitted to the Union in writing, outlining the reasons for said denial within 7 days prior to the requested time off.
4. The Union will pay the expenses of the Fire Chief (or his designee), if invited by the Union (including registration, travel, meals, lodging, and transfers equal to the accommodations of the Union members participating), for any event attended under the provisions of this article.

Section 2.

Leave from duty with full pay shall be granted to any individual covered by this Agreement who files a grievance under Article 31, (Grievance Procedure), for the purpose of attending scheduled meetings or hearings related to the individual's grievance, provided the grievant was scheduled for duty at a time simultaneous to the grievant's attendance at the grievance proceeding.

Section 3.

Up to two (2) representatives of the Union who, because of their position, are required to participate in activities related to the grievance procedure adopted under this Agreement, shall be permitted time off from their duties, with pay, providing that the employee was scheduled for duty at a time simultaneous to the grievant's attendance at the grievance proceeding.

Section 4.

All probationary employees covered by this Agreement shall have monthly evaluations written and signed by both parties. The evaluation will become a part of the employee's personnel record.

**ARTICLE 10
RESIDENCY**

Section 1.

All employees covered by this Agreement may continue to reside at their present address, provided, however, that if they move, any new residence must be within fifteen (15) miles of Station 2 located at 140 Winnacunnet Road, Hampton, New Hampshire.

Section 2.

All employees hired on or after January 1, 1987 shall live within said fifteen (15) mile location from the Hampton Fire Station located at 140 Winnacunnet Road, Hampton, New Hampshire. This must be done within forty-five (45) days after the expiration of their probationary period.

Section 3.

The residency clause shall not apply to the Secretary or Fire Prevention Secretary.

**ARTICLE 11
SENIORITY**

Section 1. DEFINITION:

- A. Seniority for full-time employees, covered by this Agreement, shall be defined as the period of full-time employment with the Town in the work covered by this Agreement except as broken in accordance with Section 4 of this Article.

- B. In the event that more than one employee was employed on the same date, then the seniority shall be determined according to the grade received on their entrance examination.

2. Preference shall be given to Fire Captains/Lieutenants in the order of their seniority in rank for the selection of vacations from the vacation schedule as well as sick leave and vacation fill-in.
- C. In the event of a recall to work within eighteen (18) months after layoff, notices of recall to work shall be sent by certified or registered mail or telegram to the qualified employee's last known address as shown on the Town records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall be given at least five (5) calendar days notice, excluding Saturdays and Sundays, to report to work. In the event a recall is necessary on less than five (5) days notice, the Town may call upon the laid off employees, either personally or by telephone, until an employee who is qualified and able to return to work immediately is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed five (5) days, and employees who are otherwise qualified to perform the work, but were passed over because of their inability to return to work immediately, will be given notice to report for work at the end of said five-day period. Qualified employees who have been given notices to report for work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than the end of said five-day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Town. However, should there be no work assignment when the employee does report within the five (5) days set forth herein, the employee shall retain seniority status and be entitled to another notice of recall.

Section 4. LOSS OF SENIORITY

- A. Seniority shall be broken only by:
1. Discharge
 2. Voluntary Quit

- D. A Fire Prevention Officer, Fire Inspector or Emergency Medical Services Officer who has previously held the position of Fire Lieutenant for at least one (1) year shall be permitted to take the test for Fire Captain.

Section 2.

Subject to the provisions of Sections 3 and 4 of this Article, all promotions to the rank of Deputy Chief shall be given to the most qualified candidate. Permanent members of the Department qualified for a promotion shall be bypassed for promotions only in the event that there is a more qualified candidate from outside the Department. If two (2) or more permanent Department members are tied as the most qualified candidate, then the candidate with the most seniority within the Department shall receive the promotion. The following provisions apply to all candidates:

- A. An examination is required due to a vacancy which may exist;
- B. Only members of the Department who have had a minimum of four (4) years experience as a full-time line officer (Captain; Lieutenant) or Fire Prevention Officer, Fire Inspector or Emergency Medical Services Officer in the Hampton or another fire department may sign up to take the examination which they must do within the time period specified in the announcement;
- C. Any qualified applicants taking the examination, who have obtained a score of at least seventy percent (70%).

Section 3.

Whenever a vacancy occurs, the Town Manager shall establish a list of Department members eligible for promotion to the vacancy. The names of successful candidates in the order of their excellence in their respective examinations shall also be placed upon this list.

Section 4.

The Town Manager shall promote only a person standing among the highest three (3) of those on the appropriate eligible list for a vacancy, including eligible applicants

the employee's former position, said employee shall have the right to return to the position previously held within six (6) months of the promotion, provided another employee is not required to be terminated from employment.

ARTICLE 13 PERSONNEL REDUCTION

Section 1.

Should the Town decide to reduce the Department Personnel covered by this Agreement, the employee with the least seniority in the Department shall be laid off first and rehired in the inverse order of layoff in accordance with the procedure in Article 11 Section 3C. No new employees shall be hired until all employees who have been laid off for eighteen (18) months or less have been given an opportunity to return to work.

Section 2.

In the event that the Town decides to reduce the number of employees within a particular classification, the employee(s) in the classification with the least classification seniority shall be laid off unless the employee(s) is qualified for a position in a lower classification, and elects to displace an employee in the lower classification who has less departmental seniority. Laid off employees can only displace employees in lower classifications within the bargaining unit.

ARTICLE 14 TEMPORARY SERVICE OUT OF RANK

Section 1.

Full time members of the Department, covered by this Agreement, who are required to assume the duties and responsibilities of a higher rank, shall be compensated at the salary step which is at least five percent (5%) above the member's present salary. Officers assuming a higher rank will be compensated at the appropriate salary step of the rank for all hours worked in excess of one (1) shift.

Section 4.

The hours of work for the position of Secretary shall generally consist of thirty-five (35) hours per week, between the hours of 0800 and 1600, Monday through Friday. The hours of work for the position of Fire Prevention Secretary shall generally consist of twenty (20) hours per week, between the hours of 0800 and 1700 Monday through Friday.

Section 5.

The hours of work for the position of Emergency Medical Services Officer shall be forty (40) hours per week.

Section 6.

Deviations from the schedule set forth in this Article may be mutually agreed upon between the Chief and the affected employee.

**ARTICLE 16
OVERTIME**

Section 1.

Captains and Fire Lieutenants required to work more than an average of forty-two (42) hours per week over an eight (8) week cycle shall be compensated at the rate of one and one-half (1 ½) their regular hourly rate. The rate shall be calculated by the following formula, annual salary + longevity + educational incentives divided by fifty-two (52) weeks divided by forty two (42) hours multiplied by one and one half (1 ½). Overtime will be paid for actual time worked to the nearest quarter hour. Paid absences, including sick leave as provided for in Article 20, shall be counted in determining whether or not an employee has worked more than an average of forty-two (42) hours per week over an eight (8) week cycle.

Section 2.

The Fire Prevention Officer, Fire Inspector, Secretary and Emergency Medical Services Officer shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate for hours worked in excess of that employee's scheduled hours of work. The rate shall be calculated by the following formula, annual salary + longevity +

**ARTICLE 17
EXCHANGE OF DAYS OFF**

Section 1.

Captains and Fire Lieutenants may exchange days off according to the following procedure:

- A. The employee requesting the exchange shall fill out swap time slip properly and have it signed by the Shift Officer of the day.
- B. Shift Commander shall put one-half of the slip in the proper file and staple the other half to the proper page of the office desk calendar.
- C. Exchange of days off is a privilege granted by the Town, and may be revoked at any time if abused or misused.
- D. The employee covering the shift is responsible for the shift(s), not the employee requesting the exchange.
- E. The Chief or the Chief's designated agent shall decide if the employee agreeing to the exchange is qualified to cover the position.
- F. Exchange of days off will not be granted for the purpose of working another job unrelated to that of the Fire Department.

Section 2.

It is expressly understood that exchanges of time off are not subject to the overtime provisions of this Agreement.

**ARTICLE 18
HOLIDAYS**

Section 1.

The following days shall be considered paid Holidays.

- New Year's Day
- Martin Luther King Civil Rights Day
- Presidents Day
- Memorial Day
- Independence Day
- National Election Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Fire Prevention Secretary -	four (4) weeks and 10 hours
Year eighteen (18) Captain and Lieutenant –	four (4) weeks + 3 shifts
Deputy, E.M.S.O., F.P.O., F.I. –	four (4) weeks and 30 hours
Secretary –	four (4) weeks and 27 hours
Fire Prevention Secretary -	four (4) weeks and 15 hours
Year nineteen (19) Captain and Lieutenant –	five (5) weeks
Deputy, E.M.S.O., F.P.O., F.I. –	five (5) weeks
Secretary –	five (5) weeks
Fire Prevention Secretary -	five (5) weeks
Year twenty (20) Captain and Lieutenant –	five (5) weeks + one shift
Deputy, E.M.S.O., F.P.O., F.I. –	five (5) weeks and 10 hours
Secretary –	five (5) weeks and 9 hours
Fire Prevention Secretary -	five (5) weeks and 5 hours
Year twenty-one (21) Captain and Lieutenant –	five (5) weeks + two shifts
Deputy, E.M.S.O., F.P.O., F.I. –	five (5) weeks and 20 hours
Secretary –	five (5) weeks and 18 hours
Fire Prevention Secretary -	five (5) weeks and 10 hours
Year twenty-two (22) Captain and Lieutenant –	five (5) weeks + 3 shifts
Deputy, E.M.S.O., F.P.O., F.I. –	five (5) weeks and 30 hours
Secretary –	five (5) weeks and 27 hours
Fire Prevention Secretary -	five (5) weeks and 15 hours
Year twenty-three (23) Captain and Lieutenant –	six (6) weeks
Deputy, E.M.S.O., F.P.O., F.I. –	six (6) weeks
Secretary –	six (6) weeks
Fire Prevention Secretary -	six (6) weeks

Additional shifts earned in years 16, 17, 18, 20, 21 and 22 shall be defined as either a ten (10) hour or fourteen (14) hour shift at the employee's discretion.

Vacation must be taken in the year that it is earned or it will be lost for that year; except that up to ninety-six (96) hours may be carried over upon written request to the Chief and written approval of the Chief. Any request for a vacation carryover must be made to the Chief no later than October 1st. Vacation may be taken daily. A week so applied daily for Captains and Fire Lieutenants shall consist of two (2) twenty-four (24) hour shifts. A week so applied daily for Deputy Chief, Fire Prevention Officer, Fire Inspector and Emergency Medical Services Officer shall consist of four (4) ten (10) hour shifts. A week so applied for the Secretary shall consist of five (5) seven (7) hour shifts,

should be understood that unexpected situations may arise which makes the sixty (60) day notification impractical, if not impossible. In these situations a vote of the Board of Selectmen shall be necessary to approve the non-prorated amount with less than sixty (60) day notification.

ARTICLE 20 SICK LEAVE

Section 1.

Sick leave shall be earned at the rate of ten (10) hours per month for the Secretary and Staff officers, including Fire Prevention Officer, Fire Inspector, Emergency Medical Services Officer and Deputy Chiefs, for each month actually worked up to a maximum of one thousand (1,000) hours. Captains' and Lieutenants' sick leave shall be earned at the rate of ten (10) hours per month for each month actually worked accumulated to a maximum of one thousand (1,000) hours. Employees who have more than one thousand (1,000) hours accumulated on the effective date of this contract shall retain and be permitted to maintain their accumulated hours, but shall not exceed said accumulated hours. Upon voluntary quit (after five (5) years continuous service), the Town will pay to the individual an amount representing twenty-five (25%) of the accumulated unused sick leave at the time of the voluntary quit. Upon retirement (after five (5) years continuous service), the Board will pay to the individual an amount representing one hundred (100%) percent of the accumulated unused sick leave. Said amount shall be payable to the employee by the Town on the Business day following the next regular Town Meeting. Record keeping shall keep track of all accumulated sick leave hours, regardless of the individual's sick leave cap, for the purpose of selling back sick leave. Members current sick leave cap shall not change as a result of this contract.

Section 2.

As referenced in Article 16, Section 1 and 2, sick leave time will be counted in determining whether or not an employee has worked in excess of the employee's regularly scheduled time.

be addressed through memorandums of understanding and shall be affixed to the Agreement.

- H) Bank Review Panel – In addition to the Bank Administration Board, it is expressly understood that there shall be a thorough review done by a panel of twelve members, which shall be comprised of one (1) representative from each of the Town Unions appointed by the respective union and a management representative appointed by the Town Manager from Police, Fire, Public Works, Recreation, Town Office and the Town Manager's Office. The sole purpose of this Board shall be to convene on or about April 1, 2002 for the purpose of examining the impact of the sick leave offset portion of the current work agreements for the past two years. This Panel shall return a written report no later than October 1, 2002 to the Town of Hampton and the respective Unions, which shall be available for discussions by the parties in the next Union negotiations.
- I) The Town shall keep records published to Union which shall include but not be limited to the total number of hours, the number of participants, any member participating in the bank, and other pertinent information which effects the bank. Should the bank run out of time then the Town will keep records of the negative balance and the monthly contributions will be posted against that negative balance.
- J) The bank shall be deemed fully funded when the total number of hours in the bank is ten thousand (10,000), at which time contributions to the Bank will cease. Contributions will resume as needed to maintain the 10,000 hours.
- K) There shall be no calculation made by the Town as to the value of each given hour in the Bank. Hours as needed shall be given to an employee regardless of that employee's hourly rate or time and one-half rate. An hour is an hour regardless of that employee's pay or benefits.
- L) Should a person leave the employment of the town and have an accrued sick leave balance that is not reimbursable to the employee then that balance shall be forwarded to the bank and increase the bank balance accordingly.
- M) Any new employee shall make their one hour per month contribution to the bank once they have accumulated a forty-hour (40) balance.
- N) Employees shall be entitled use of The Bank hours within the following guidelines and limits:
 - 1) The employee has an illness or injury that is not work related and has placed the employee out of work for a period of sick leave longer than one hundred sixty (160) hours.

Section 4.

The value of the hours sold to the Town can be used to purchase one or more of the items listed below. The cost of the distribution option selected by the employee cannot exceed the dollar value of the sick leave hours being sold back to the Town. Election forms that list distribution options that exceed the value of the hours sold back will be returned to the employee for revision. Such employees will have seven calendar days to return the revised form to the Finance Department.

- 1) An Employee shall have a balance of 400 Hours of sick leave accumulated by September 1st.
- 2) After accumulation of four hundred (400) hours the employee can, at the employee's option sell back to the Town any unused annual hours accumulated during that year.
- 3) Employees wishing to take advantage of the sell back program must declare their intentions to sell back time. The Employee shall declare the number of hours and the Town shall take that number and multiply it by the hourly rate of the individual employee. The total amount shall be indicated to each employee in writing by September 15th of that year. By October 1st of that year the employee shall notify their respective Department of their wishes of this hour/dollar amount. Each employee must state the number of hours they are selling back and list in writing which distribution option is being selected. The Town shall buy back time at the employee's current hourly rate.
- 4) The value of the hours sold to the Town can be used in any of the following combinations.
 - a. Purchase the employees annual contributions to Health Insurance, Dental Insurance, Short Term, Long-Term Disability Insurance, AFLAC Insurance or life insurance. It is understood that if an employee opts to fund insurance programs they must fund the entire amount (i.e. currently the employee contributes 10 percent of the annual premium of the health insurance policy). Thus if the employee opts to fund their share of the insurance they must fund the entire 10 percent.
 - b. Make contributions to the employee's Individual 457 Tax Deferred Retirement Plan.
 - c. The hourly amount shall be available to the employee to be used as vacation in the following year. Hours shall be counted 3 for 1 so that an employee turning back 90 hours shall be given an additional 30 hours of vacation at a time of the employee choosing. The cap on additional vacation shall be no more than one week of each employee's typical vacation. This vacation time may be carried over if approved and it shall be reimbursable upon retirement or quit with other vacation or sick leave.

Section 3.

If an incapacity, either service connected or non-service connected, continues for more than thirty (30) days, the Fire Chief may order a complete physical and/or mental examination by two or more reputable physicians designated by the Town. If the report of their examination shall prognose the injury or illness as one which permanently incapacitates the person, the Town shall make application for disability retirement under the provisions of the New Hampshire Firemen's Retirement Law.

Section 4.

The Chief, at the Chief's sole discretion, and if such a position exists, may provide light duty assignments to any member covered by this Agreement who is injured off duty and requests such assignment. The length of said assignment will be at the sole discretion of the Chief; however, if a position exists, the assignment shall not be unreasonably denied. Any employee assigned to a less strenuous position due to health or disability shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to the employee's normally assigned position.

Section 5.

A program of light duty shall be made available within the Fire Department for bargaining unit members out of work on Workers' Compensation leave. To the extent that the available light duty assignment, consistent with the employee's capacities as determined by the treating physician, requires a change to the employee's work hours and/or work schedule, the provisions of Article 15 of this Agreement shall not apply. Light duty assignments shall be temporary.

Section 6.

In the event a member covered by this Agreement files an appeal on a Workers' Compensation claim which has been denied by the Town or its appropriate insurance carrier and said member is successful in the overturning of said denial, the Town shall reimburse the member for the costs of attorney's fees, personal time, professional witness fees and records production, associated with the appeals process.

Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T5RDR-R\$10/20/45 may do so with a Town contribution of eighty-five (85%) percent of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

Employees wishing to secure coverage through NHMA Health Insurance Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R\$3/15M\$1 may do so with a Town contribution of eighty-five (85%) percent of such sums as necessary each month for each full-time employee to maintain single person, two person or family coverage. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

Employees wishing to secure other coverage available through NHMA Health Insurance JY M\$1 or other Blue Choice BC3T5RDR-R \$3/15/M1 may do so with the Town contributing an amount not to exceed the equivalent of eighty-five (85%) percent of such sums as are necessary each month for each full-time employee to maintain single person, two person or family coverage in the Blue Cross/Blue Shield (Blue Choice 3 Tier) BC3T20-R\$3/15M\$1 plan. Employees shall pay the remaining premium for the plan through payroll deduction from each paycheck; such amount shall be deducted in accordance with Section 125 of the Internal Revenue Service Code.

The Town also agrees to pay ninety (90%) percent of such sums as necessary each month for each full time employee to maintain single person, two person or family dental insurance Delta Dental Option 1 coverage as provided by the Town. Employees shall pay the remaining premium through payroll deduction from each paycheck.

The Town shall establish a health insurance deductible reimbursement pool funded annually at the rate of \$350 per employee for full time employees that enroll in Matthew Thornton HMO MTB15IPDED-R3/15M\$1. Each such employee with eligible deductible expenses will be initially reimbursed up to \$350.00 for each deductible expense upon submission of documentation indicating a deductible has been incurred or has been paid. On the last day of the fiscal year, any money remaining in the pool shall

provide reimbursement for retiree health and welfare expenses. The trust shall be and remain separate and apart from any Town health insurance funding program, unless changed by mutual agreement of the parties to the agreement. These contributions shall be included as salary for purposes of calculating pension benefits. There shall be no employee election to take the amount in cash.

Transfer of Sick and/or Vacation Leave Cash Out to Retiree Medical Account

Upon retirement of an employee, the Town shall transfer into the retiree medical trust referenced above an amount equal to fifty (50%) percent of the value of the employee's accumulated sick leave and/or vacation leave cash out. The Employer shall transfer the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health and welfare insurance premiums or health expenses. The contributions shall be included as salary for purposes of calculating retirement benefits. There shall be no employee election to take these transfers in cash.

The Town hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth above.

ARTICLE 24 LIABILITY INSURANCE

Section 1.

The Town shall, during the term of this Agreement, to the extent of its ability to obtain same, continue liability insurance on all employees. It is understood that the Town will defend and indemnify any person in the event that litigation may exceed the amount of coverage that the Town may have.

Section 2.

If any claim is made, or any action is commenced against a present or former member of this Bargaining Unit seeking equitable relief or claiming damages by reason of any act or omission constituting a violation of the civil rights of any person under Federal Law, if such act or omission is not committed with malice, or by reason of any

Section 3.

Under extenuating circumstance, one (1) additional day with pay may be granted under Sections 1 and 2 above, with the written approval of the Chief.

**ARTICLE 26
LONGEVITY PAY**

Section 1.

Longevity Pay shall be earned by the secretary in accordance with the following schedule.

Five (5) years of service	\$500
Ten (10) years of service	\$600
Fifteen (15) years of service	\$700
Twenty (20) years of service	\$800

Section 2.

Longevity shall be paid in a lump sum on the first pay day in December, providing further, however, that any employee covered by this Agreement whose longevity is completed on or before December 31 of that year shall be paid on the first day in December as if said completion occurred prior to that first pay day in December. For an employee who terminates during the interim period of any year, pro rata longevity pay shall be awarded.

**ARTICLE 27
UNIFORM ALLOWANCE**

Section 1.

The Town shall provide uniforms and/or dry cleaning services up to the amount of the annual uniform allowance for all personnel covered by this Agreement, regardless of when the employee enters the Department. The annual uniform allowance shall be as follows:

Deputy Chief	\$700
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ARTICLE 29
VEHICLE MAINTENANCE AND OPERATIONS

No Unit employee shall be required to operate or order to be operated equipment which, in the employee's opinion, is deemed unsafe; provided (1) the Chief or Deputy Chief are notified as soon as he/she determines that any such equipment is unsafe, and (2) the Chief or Deputy Chief agrees that any such equipment is unsafe and should not be operated.

ARTICLE 30
SALARY SCHEDULE

Section 1.

Annual salaries for eligible employees shall be as follows:

		4/1/2012	4/1/2013
Deputy Chiefs	Annual	\$79,919.19	\$81,517.51
Captain, FPO and EMS Officer	Annual	\$68,306.82	\$69,672.96
Lt. and Fire Inspector	Annual	\$65,054.12	\$66,355.20
Fire Secretary	Annual	\$42,023.69	\$42,864.16
Fire Prevention Secretary	Hourly	\$14.00	\$14.28

Section 2.

The Captain or Lieutenant on duty at Headquarters shall be the Shift Commander. The Shift Commander shall be paid the Captain's rate.

Section 3.

Before the hiring of new or additional part time or full time secretarial employees, the Union shall enter into discussions with the Town relative to the rates of pay of those new employees.

ARTICLE 31
GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a dispute or difference of opinion raised by an employee covered by this Agreement or the Town involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing

D. The Town Manager shall render a decision with regard to the grievance within seven (7) administrative work days after receipt. If the Union is not satisfied with the disposition of its grievance by the Town Manager, the Union may file a grievance with the Board of Selectmen for disposition within seven (7) administrative work days after the date of the Town Manager's decision, or the last date upon which said decision was due, whichever is later.

Section 3.

Any mutually satisfactory disposition reached as a result of action taken above shall be final and binding upon the parties as to the matter in dispute.

Section 4.

If said grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance. Either or both parties shall have, upon request, one (1) automatic five (5) administrative work day time extension for each grievance. Said time extension to be used at any step of the grievance procedure. Mutual time extensions may be permitted at any time.

Section 5.

Should any grievance, as defined in Section 1 above, arise which cannot be settled within the scope of the foregoing sections of this Article, except for disputes or grievances arising out of contract negotiations, either the Board or the Union may submit such grievance to arbitration as follows:

A. If the Union is not satisfied with the disposition of its grievance by the Board or if no written decision has been rendered within 14 calendar days after filing with the Board, the Union shall file a written request with the Town for the appointment of an arbitrator. If the parties are unable to reach agreement on the appointment of an arbitrator within 14 calendar days of such request, the Union may request, in writing, that the Public Employee Labor Relations Board (PELRB) appoint an arbitrator to hear

an arbitrator to hear said grievance in accordance with its rules and regulations and the provisions of Section 5B, C, D and Section 6 of this Article shall apply to such proceeding.

Section 8.

Nothing contained herein shall be construed as limiting the right to any employee having a grievance to discuss the matter informally with any appropriate member of the Fire Department, and having the grievance adjusted without the interventions of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

**ARTICLE 32
LODGING**

The Town agrees to provide beds, bedding, linens, blankets and pillows to accommodate each permanent member on duty. This article shall apply only so long as the Town requires personnel to live in.

**ARTICLE 33
DIRECTIVES**

All memoranda and general orders shall be posted on the bulletin board at both Stations for thirty (30) days and copy given to the Secretary of the Supervisory Association, Local 3017.

**ARTICLE 34
EDUCATION**

The Town shall reimburse, including tuition and expenses, personnel for seminars and courses that are required of an employee by the Department.

**ARTICLE 35
LINE OF DUTY DEATH BENEFIT**

Section 1.

The Town shall provide, at no cost to full time employees covered by this Agreement, term life insurance of face value equal to the employee's base pay, to the nearest thousand dollars. Part time employees may purchase term life insurance of face value equal to the employee's base pay, to the nearest thousand dollars at the part time

Section 2.

Any employee that completes all thirty-six (36) hours shall be given on April 1st of the following year a one percent (1%) bonus of their respective base pay. This bonus will be paid on the first pay period in April in a lump sum and only once in that year. Employees can receive this bonus annually provided, however, that the conditions as set forth above are met.

Section 3.

All professional leave shall be used in the New England region unless otherwise approved by the Fire Chief or his designee.

**ARTICLE 37
ON DUTY EMERGENCY LEAVE**

No employee covered by this Agreement will have deleted from the employee's sick leave, if approved by the Chief or the Chief's designated officer, hours not worked, as long as it is not more than one shift, if the employee has to leave during scheduled duty hours to transport the employee's spouse or children to a medical facility for emergency treatment. This Article does not apply, and is not intended to apply, to non-emergency scheduled appointments.

**ARTICLE 38
SEPARABILITY**

This Agreement represents the entire agreement between the parties and no amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties thereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any employee or group of employees, covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.

**ARTICLE 40
SAFETY AND HEALTH**

Section 1.

Safety is of major concern for both the employer and the Union; therefore, both agree to observe good safety practices. Both the employer and employees will abide by all federal, state and local safety and health rules, such as O.S.H.A. Safety Rules and Regulations on the fireground as well as in the Station.

Section 2.

The Town will provide, at no cost to the employee, vaccines available and necessary for the employee's safety against communicable diseases that may be contracted in the line of duty. These inoculations shall be at the employee's option and records of such shall be maintained in the employee's personnel file.

**ARTICLE 41
MILITARY LEAVE**

Any employee, who is a member of a reserve force of the United States, or the State of New Hampshire and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of New Hampshire, shall be granted leave of absence during the period of such activity. During such absence, the employee shall receive as pay the difference between the employee's normal pay and any pay received as a member of the reserve force of the United States or State of New Hampshire. Such leave shall not reduce the employee's seniority status, vacation, sick leave, or other benefits.

**ARTICLE 42
EDUCATIONAL AND TRAINING INCENTIVES**

Section 1.

The Deputy Fire Chief shall be eligible to receive a yearly bonus of \$500 for an Associates Degree from an accredited college.

Section 2.

During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on medical leave without pay. The employee shall be responsible for payment of the employee share of said health insurance benefit payments.

Section 3.

A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) month period.

Section 4.

Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

Section 5.

Upon the approval of the Fire Chief an employee may receive an extension of the medical leave of absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

ARTICLE 45
HAZARDOUS MATERIAL RESPONSE TEAM

Section 1.

Any member covered by this Agreement who voluntarily joins and agrees to participate in the Seacoast Technical Assistance Response Team (S.T.A.R.T.) shall be covered by all of the terms and conditions of this Agreement including the individual side bar Agreements attached as appendices.

Section 2.

Any member covered by this Agreement required to perform the duties of S.T.A.R.T. shall have two dollars and fifty cents (\$2.50) added to the employee's base hourly rate of pay for each hour of time required to fulfill said obligations. Further, any member required during S.T.A.R.T. emergency operations to work more than twelve (12) consecutive hours shall be entitled to the next shift off without loss of pay or benefits. Any member required to wear any level hazardous material suit during S.T.A.R.T. emergency operations shall also be entitled to the next shift off without loss of pay or benefits.

ARTICLE 46
MOTOR VEHICLE LICENSES

Section 1.

The Town agrees to reimburse members of the Union the actual costs of the fee for their motor vehicle operator's license that may be required by the Hampton Fire Department.

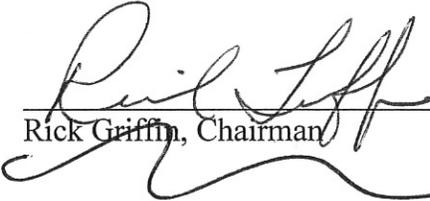
Section 2.

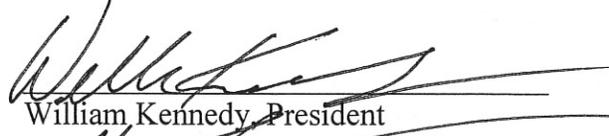
Each member of the Fire Department who is required to take the New Hampshire Department of Safety Motor Vehicle Division Examination for the operator's license designated by the Hampton Fire Department shall be compensated by the appropriate pay for the actual time of the employee's taking of such examination, including travel, but not less than a minimum of three (3) hours.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 11 day of JUNE, 2012.

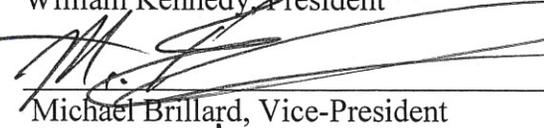
HAMPTON BOARD OF SELECTMEN

HAMPTON FIREFIGHTERS,
LOCAL 3017, Affiliated with
IAFF/AFL-CIO


Rick Griffin, Chairman


William Kennedy, President

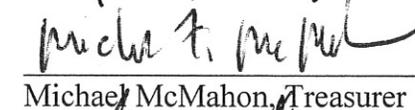
Richard Nichols, Vice-Chairman

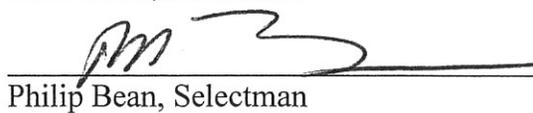

Michael Brillard, Vice-President


Michael Pierce, Selectman


John Stevens, Secretary


Ben Moore, Selectman


Michael McMahon, Treasurer


Philip Bean, Selectman


Sean Gannon, Board Member