

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SEABROOK, NEW HAMPSHIRE**

**AND**

**THE SEABROOK PERMANENT**

**FIREFIGHTERS ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF**

**FIREFIGHTERS # 2847**

**APRIL 1, 2020 TO MARCH 31, 2023**

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## **ARTICLE 1**

### **RECOGNITION**

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

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

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**Section 1.** The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in the Agreement. Among the rights retained is the

Town's right to determine its mission and set standards and service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the Fire Department, or by the officers; to assign and transfer officers as needed and promote, or demote officers, and to suspend, discipline or discharge officers for just cause; to relieve officers due to lack of work or for other legitimate reasons; to make any equipment or facilities, all in a manner consistent with provisions of this contract.

## **ARTICLE 3**

### **GENERAL**

**Section 1. Meet to Negotiate Invalid Provisions.** If any provision of this Agreement, or any application of the Agreement to any Employee, or group of Employees, shall be found contrary to law and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or parts will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of negotiating the provision or provisions effected.

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

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

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

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

**Section 6. Not to Hold Town Office.** While working full time for the Town, Employees shall refrain from seeking or accepting nomination or election to the Office of Budget Committee and/or Selectman. The Union shall not circulate petitions or campaign

literature for elective town officials, or in anyway be concerned with political service from any person or for any political purpose pertaining to the government of the Town. This rule is not to be constructed to prevent Town Employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

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

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

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

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

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

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

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

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

**Section 3. Deduction for Dues.** Upon receipt of an individually written authorization by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made weekly provided, however, that if any Employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then in that event, no collection will be made from said Employee that week. Once each month, the Town shall send the amount so deducted to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an Employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

**Section 4. Union Negotiating Committee Benefits.** In accordance with RSA 273-A:11, a reasonable number of Employees who are members of the Union's negotiating committee shall be given a reasonable opportunity to meet with representatives of the Town during working hours without loss of compensation or benefits.

## **ARTICLE 5**

### **RULES AND REGULATIONS**

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

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

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

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

**Section 5. Discipline Purged from Personnel File.** All discipline infractions placed in an Employee’s personnel file which are received for an infraction which is less than a suspendable offense shall be purged from the Employee’s personnel file, if there is no further disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspensions, but less than dismissal) shall be purged from the Employee’s personnel file if no reoccurrence of disciplinary action is received by an Employee within a twenty-four (24) month period, subsequent to the serious offense. Copies of all such records placed in an Employee’s personnel file shall be provided to the Employee at the same time.

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

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

Effective April 1, 2012 “For new hires, commercial driver’s license is required for first 5-years of employment and possession of NH Fire Standards & Training Certified Driver/Operator. For existing employees of less than 5 years of service are required to continue to hold CDL License for their first 5-years of service.”

**Section 7.a.** Effective January 1, 2015 “For New Hires, National Registry of EMTs level of Advanced EMT or AEMT or the equivalent EMT license shall be required for all new hires. For existing employees currently covered by this agreement, after said date, shall not be allowed to drop below their current EMT level of certification without prior approval of the Fire Chief.”

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

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

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

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

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

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

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

**Section 3. General Provisions:**

- a. **Union Present During Grievance.** The Union shall be present and have the right to participate in the processing of any grievance at any level and to use representatives of its own choosing.
- b. **Town to Make Records Available.** The Town will make available upon request such pertinent records as payroll, correspondence, and grievance file information to the Union or the other documents pertinent to the processing of a grievance.
- c. **Grievances to be in Writing.** Grievances must be filed in writing on all levels.
- d. **Records Filing of Grievance Documents.** All documents, communications, or records dealing with the processing of a grievance shall be filed separately from regular personnel files.



- e. **Communicating Grievance Responses.** Responses at all levels of the grievance procedure shall be communicated in writing both to the President of the Union and the grievant(s).
- f. **Grievances Not to Lapse with Agreement.** No grievance in process during the term of the Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.
- g. **Failure to Communicate Grievance Decision, Proceeding.** Failure at any grievance level to meet or to communicate the decision within the specified time limits to the President of the Union and the grievant(s) shall permit the President to proceed directly to level 5 arbitration.
- h. **Calling Grievance Witnesses.** Either party to this Agreement shall be permitted to call Employee witnesses at each level of the grievance and the arbitration procedure.
- i. **Multiple Grievants, Filing Level.** If the grievance involves more than one individual, the Union may initiate such grievance at whatever level the Union deems appropriate, but not beyond level 4.
- j. **Time Limits Extended Only in Writing.** The time limits for the processing of grievances may be extended by written consent of both parties.
- k. **Grievances Filing Limits.** All grievances shall be initiated no later than thirty (30) days after the occurrence of the event giving rise to the grievance (forty-five (45) days if economic issues are involved.)

#### **Section 4.**

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

**Level 2:** If the Union determines a grievance exists, the grievant(s) or the Union may, within ten (10) days, present the grievance to the Fire Chief. Within ten (10) days after receiving the grievance, the Chief shall conduct an investigation, including a meeting with the grievant(s) and the Union. The Chief shall respond to said grievant(s) and provide the rationale for his decision within ten (10) days.

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

Union. The Town Manager shall respond to said grievant(s) and provide the rationale for his decision within ten (10) days.

**Level 4:** If the grievance is not resolved to the satisfaction of the grievant(s) and the Union, the grievant(s) or the Union may, within ten (10) days submit the grievance in writing to the Board of Selectmen. Within ten (10) days after receipt of the grievance, the Board of Selectmen shall meet with the grievant(s) and representatives of the Union for the purpose of hearing the arguments of the parties involved. Within ten (10) days after said meeting, the Chairman of the Selectmen shall respond to said grievance and provide the rationale for the Board's decision.

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

## **ARTICLE 7**

### **PROMOTIONS**

**Section 1. Promotions.** The Town shall provide for promotions to positions covered by this Agreement by competitive examination. The exams shall include a written exam and when necessary an oral exam both performed by the authorized (or appropriate) New Hampshire State agency. These will be a prerequisite to promotion to Fire Captain.

- A. **Fire Captain Vacancy.** A Fire Captain vacancy job posting must be posted within 30 calendar days of the previous Fire Captain's retirement date or open position, and said posting shall close two calendar weeks thereafter, or longer pending changes to the Town's policy. If either of these deadlines go beyond the second Friday of October on an even year, the oral board portion of the Fire Captain promotional exam will be delayed until after a new written exam is conducted and test results are released by the State of NH, giving eligible members an opportunity to participate in the written exam. Unforeseen circumstances may delay or prolong the above process, this will be at the sole discretion of the Fire Chief
- B. **Promotions from Permanent Employees.** All promotions shall be made from among permanent full time Fire Fighters provided that:
  - a. Examination Sign Up, When Members of the Department sign up to take the examination during the time-period specified in the announcement.
- C. **Promotion Probationary Period.** Any individual promoted that is required to serve a six (6) month probationary period in that new position shall remain a member of the

bargaining unit until he is given a permanent appointment in his new position. If after the probationary period the individual is not given a permanent appointment in his new position he shall return to his former position and status.

**Sections 2. Written Exam.** To be eligible to take the written exam a firefighter must have ten years of service or have had 5 years of service before 5/21/2020.

- A. The test is based on current Firefighter I & II and Fire Officer I & II books that the state uses for written tests. The job posting will provide the specific books.
- B. A bi-annual Fire Captain written exam shall be done on even years starting in the year 2020. The test will be given on the second Friday in October, unless there is an issue with the state of NH being able to provide the exam on this date in that year, if so, said written exam will be scheduled as close to the second Friday in October, but not before.
- C. An oral board eligibility list is created and made of those who scored a 70% (not including seniority points) or higher on the written exam.
- D. If there is not at least one firefighter that gets a 70% (not including seniority points) or better there will be another written test.

**Section 3. Oral Board Exam.** An oral board exam will only be conducted if there is a promotional job opening. The oral board exam shall be conducted no sooner than two weeks after the written test has been received from the state or after the closing date of the Fire Captain vacancy job posting closing date. Unforeseen circumstances may delay or prolong the above process, this will be at the sole discretion of the Fire Chief

**Section 4. Final Scoring.** A promotional list is generated by the following guidelines.

- A. Seniority points are given to candidates that have completed the written and oral exam. Each firefighter is given 0.5 points per year of full-time status at the Seabrook Fire Dept.
- B. Final scores are generated by the following equations  $((\text{Written} + \text{Oral})/2 + \text{Seniority points} = \text{Final Score})$
- C. Final scores are listed with # 1 being the highest final score, #2 the second highest final score and so on. Any ties will go to the most senior firefighter.
- D. The top three final scores create the promotional eligibility list.
- E. Chief picks from the promotional eligibility list.
- F. There will be no bump up when there is a promotion, i.e. #4 going to #3 after a promotion.
- G. There is a maximum of 3 Firefighters and a minimum of 1 Firefighters on the promotional list.
- H. If at any time there is a need for a promotional eligibility list and there are no Firefighters, a new list will be generated by starting at section 1 of this article.

**Section 5. In House voting.** After the oral board is given all members (except those on the top three list) of Local 2847 are given a chance, but are not required to give the chief their written top three choices for Fire Captain. This vote is used as an information tool by the chief, members will be given 7 calendar days to submit their list to the chief

## ARTICLE 8

### SENIORITY

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

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

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

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

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

## ARTICLE 9

### PERSONNEL REDUCTION

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

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

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

**Section 4.** Notwithstanding anything to the contrary, the Town agrees not to lay off any unit member or position during the term of this agreement and any extension thereof pursuant to law or contract, including the evergreen status or status quo doctrine. The Town may, under a declared state of emergency, conduct layoffs, as long as emergency services have been declared as a needed reduction by the Board of Selectmen.

## **ARTICLE 10**

### **HOURS OF WORK**

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

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

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

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

## **ARTICLE 11**

### **OVERTIME**

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

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

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

1. During the first pay period of December unit members will receive a stipend for ambulance call back of \$500.00

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

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

1. Details

- A. Details are defined as extra duty that is paid from the "Fire Hire" account which is reimbursed from external sources such as a private pay.
- B. Details are filled by using the current procedure for filling overtime.
- C. Details shall be a minimum of four (4) hours.
- D. Details involving duty in connection with controlled or non-controlled substances, such as alcohol or narcotics shall have a detail rate of seventy-five dollars (\$75) per hour or their OT rate whichever is greater.
- E. Detail rate of pay, except for (D) above, is fifty dollars (\$50) per hour or their OT rate whichever is greater.
- F. A detail must be cancelled with twenty-four (24) hour notice. Any detail cancelled without a twenty-four (24) hour notice will require payment to the employee of the four (4) hour minimum.
- G. The Town of Seabrook shall incur no liability for the payment of detail pay from outside vendors.

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

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

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

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

**Section 7. Compensatory Time.**

1. Compensatory time is time worked that is earned in lieu of overtime and is accumulated for later use in an amount of time not to exceed 96 hours.
2. Compensatory time may be earned at the overtime rate, one hour of work earns one and a half hours of compensatory time. An employee may request compensatory time in lieu of overtime pay, subject to the discretion of the Department Head to pay overtime or to allow the employee to earn Compensatory Time. A Department Head shall not require that an employee take Compensatory Time in lieu of overtime payment.
3. Compensatory Time shall be used in the same manner as Annual Leave, except that employees shall not be able to cash out compensatory time, and that any accrued Compensatory Time not be used by December 31 of each year shall be forfeited. **If the Chief and/or Town Manager declare that there is a fiscal emergency and deny the use of Compensatory Time the time of the member may be carried over to a subsequent year. If a member has a hardship due to an inability to fill a shift that would result in lost Compensatory Time they may request that time to be carried forward. Such request shall be made to the Fire Chief, who may not arbitrarily refuse such a request.**

**ARTICLE 12**

## **SHIFT EXCHANGE**

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

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

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

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

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

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

## **ARTICLE 13**

### **TEMPORARY LONG-TERM VACANCIES**

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



## ARTICLE 14

### TEMPORARY SERVICE OUT OF RANK

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

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

**Section 3.** Employees that work in the TSOR capacity will be paid their regular overtime rate or a higher overtime rate based on the weighted average of the blended rates. No employee shall be harmed financially for working in a higher capacity. The Fire Union agrees to waive any and all claims based on TSOR up to February 24, 2014.

## ARTICLE 15

### FILLING A VACANT POSITION

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

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

## ARTICLE 16

### PROVISIONAL APPOINTMENT

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

## **ARTICLE 17**

### **Earned Time**

**Section 1.** Earned time is an alternative approach to the traditional manner of covering absence for vacation, maternity leave, military leave, bereavement leave, floating holiday and sick leave. Instead of dividing benefits into specific number of days for each benefit, earned time puts these days together into a single benefit. Earned time can be used for a variety of purposes, including a payment in cash at the time of termination. Earned time is available January 1 of each year. The exact number of earned time hours available each year will depend on the years of service to the Town.

Employees who are employed in a full- time position are covered by earned time. The accrual rates are as follows:

<b>Years of Service</b>	<b>Earned Time</b>
0-5 Years	313
5-10 Years	346
10-15 Years	367
15 Years and Above	408

For purposes of the earned time benefit, years of service will be calculated from initial date of employment. Employees shall 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 in supplemental compensation such as overtime are excluded) and on years of service to the Town.

**Section 2.** Employees may carry over a maximum of fourteen hundred (1400) hours.

**Section 3.** Termination and Restoration of Service Credit: an employee whose break in service from the Town is less than one year will have his service bridged for purposes of computing earned time accrual. For breaks of more than one year, any consideration for prior service shall be at the sole discretion of the Fire Chief.

**Section 4.** For the purposes of this section, termination shall include any approved leave of absence such as for health reasons, military leave, and also includes layoffs.

#### **Section 5. Usage of Earned Time**

1. Earned time may be used at any time after being earned. The Fire Chief or his designee will approve all requests for non-emergency earned time. Once approved the selection is guaranteed.
2. In the event of a non-requested transfer or promotion, the member's earned time shall be guaranteed.
3. Earned time may be requested at any time, however the employee will attempt to provide reasonable notice to the Fire Chief.
4. Denial of use – The Fire Chief or his designee shall inform the employee as soon as possible when earned time is denied. The Fire Chief may deny earned time usage for reasons limited to operational needs, manpower strengths, emergency situations, or anticipation of inordinate demands for services. The Fire Chief may not deny the use of earned time if it is for illness. Time not taken due to fiscal issues or if that member's shift cannot be filled, shall not be subject to the carry over limit. In the event that more than one member requests the same time frame off and the shifts cannot be filled then the shifts shall be filled in order of seniority.

#### **5. Termination of Employment**

- a. One hundred percent (100%) of all unused earned time up to a maximum of sixteen hundred (1600) hours will be paid at the time of termination or retirement.
- b. Earned time is paid at the base pay rate at the time of termination or retirement.

- c. Employees may leave accrued earned time intact pending recall if the reason for termination is due to a layoff.
- d. In the event of the death of an employee, his earned time benefit shall be paid to his beneficiary in full.

## **ARTICLE 18**

### **SICK LEAVE**

Sick leaved removed CBA 2019, All time combined to earned time

## **ARTICLE 19**

### **HOLIDAYS**

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

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

Any holidays proclaimed by the Board of Selectmen.

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

**Section 3. Leaving Employment, Payment of Holidays.** If an Employee leaves the employment of the Town prior to the payment of the holiday pay, he will receive a pro rata share of said holiday pay for each full month worked.

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

## ARTICLE 20

### EDUCATION

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

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

**Section 3. Annual Payment for Educational Degrees.** In addition to the above, the employer shall pay \$900 a year to Employees that earn an associate's degree and \$1200 a year for a bachelor's degree in fire science, paramedicine, health science or related field from an accredited school. Such payments shall be made annually in a separate paycheck on the last payday in June of each contract year. Should such an Employee terminate their employment with the Town, they will be paid on a pro rata basis.

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

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

## ARTICLE 21

### PERSONAL LEAVE

**Section 1.** Each unit Employee shall have three (3) personal days for his/her use during each calendar year. Personal leave time not used during the calendar year shall lapse.

Such personal leave time shall be available for use on an hourly basis and shall require a one (1) hour notice to the Chief, or in his absence the Employee's immediate supervisor, except in the case of emergencies.

## **ARTICLE 22**

### **BEREAVEMENT LEAVE**

Sick leaved removed CBA 2019, All time combined to earned time

## **ARTICLE 23**

### **CIVIL LEAVE**

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

- a. **Duty Related Civil Leave.** Such leave is duty related and pertains or originates out of the Employee's employment with the Town; or
- b. **Non-Duty Related Civil Leave.** The Employee is called involuntarily as a witness by subpoena in a case or action in which the Employee does not have a personal interest.

**Section 2. Pay for Duty Related Civil Leave.** For such leave as specified in Section "a" above, the Town shall pay to the Employee during his absence, the difference between his normal pay (including overtime pay in the case of section 1a and any pay received as witness fees or otherwise as a result of the Employee's attendance at such court or other proceeding.

**Section 3. Jury Duty.** An Employee required to be available for jury selection and service shall receive his regular daily wage for each day which would have been worked, but for such jury duty participation reduced by any amounts received by the Employee as jury duty pay.

## ARTICLE 24

### LEAVE OF ABSENCE

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

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

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

#### **Section 4. Sick and Annual Leave – Use of**

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

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

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

## ARTICLE 25

### INSURANCE

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

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

- a. **Make Whole Period, Use of Accrued Leaves.** For the first two (2) months of Worker's Compensation coverage, the injured Employee may use his accumulated earned time on a pro rata basis, in order that the injured Employee receives his full net pay after deduction for retirement contributions.
- b. **Make Whole Without Use of Accrued Leaves.** After the first two (2) months coverage, in accordance with paragraph "a" above, the injured Employee shall be paid his full, net pay, less the amount of Worker's Compensation. Payment made under the provisions of this paragraph shall not be charged to the Employee's earned time, and shall match the Employee's net pay after deduction for retirement contributions.
- c. **Town to Re-evaluate Claim.** After four (4) months coverage, in accordance with the provisions of paragraph "a" and "b" above, the Town shall have the right to re-evaluate the extent, permanency and appropriateness of the Employee's injury.
- d. Employees may use sick leave and annual leave to make themselves whole during periods of Workers' Compensation and short term disability. Upon returning to work the Employee may buy back any used time but must do so within 90 days of returning to work by making a lump sum payment to the Town.

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

**Section 4. Short-Term Income Disability Protection.** The Town will provide short-term twenty-six (26) weeks disability income protection insurance for unit Employees, at no cost to the Employees, for all non-occupational incurred disabilities. Said level of



benefits shall be two-thirds (2/3) of the Employee's weekly earnings to a maximum of seven hundred fifty (\$750.00) dollars per week in accordance with the terms of the carrier. See Appendix D.

**Section 5. Long-Term Income Disability Protection.**

1. The Town will provide long term disability insurance for unit Employees, at no cost to the Employees, for all non-occupationally incurred disabilities. Said level of benefits shall be sixty (60%) percent of basic monthly earnings to a maximum of six thousand (\$6,000.00) dollars per month in accordance with the terms of the carrier. See Appendix E.
  - a. Starting January 1, 2020 The Town shall provide Aflac policies, Lump Sum Cancer Series A 72200 (individual) and Lump Sum Critical Illness Series A 73100 (individual), or their equivalent, to each member at Town expense. (See Appendix I) The Town's financial liability is limited to the current rate for the listed policies, with any increase in cost to be borne by the individual policy holders in future years.

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

**Section 8. Health/Medical Insurance. The Town will offer the following health insurance plan.**

Lumenos—Effective the first pay period of 2020, employees covered by this agreement will begin paying \$50 (Fifty Dollars) weekly towards the health premium for the plan they are enrolled in by payroll deduction.

Effective the first pay period of 2020, employees covered by this agreement shall pay \$700.00 (Seven Hundred Dollars) towards the last part of the deductible for a family plan and \$350 (Three Hundred Fifty Dollars) towards the last part for a single person plan being provided by the Town, currently the Lumenos Plan.

2. Payment of deductibles will be made through individual HRA accounts funded and maintained by the Town or the Town's designated third-party administrator.
3. All new hires after the effective date of this Agreement shall have Lumenos as their health insurance plan.
4. The JY Plan will continue to be offered to employees who are currently on the JY Plan on the effective date of this Agreement, provided that the Town shall only be responsible to pay an amount equal to that which it pays for the Lumenos plan premium, exclusive of the yearly deductible amounts paid by the Town through HRA accounts.
5. The Blue Choice Plan will continue to be offered effective with the date of this Agreement provided that the Town shall only be responsible to pay an amount

equal to that which it pays for the Lumenos plan premium, exclusive of the yearly deductible amounts paid by the Town through HRA accounts.

6. Upon the retirement of union members, an amount equivalent to the balance of the Town HRA deductible account for the employee as of the date of retirement shall be provided by the Town to the employee within 121 days of the employee's retirement.

**8. In the event the Lumenos Plan is no longer available to be offered by the Town to employees, then the Town shall provide equivalent benefit coverage to employees with the Town paying 100% of the premium and applicable deductibles exclusive of plan co-pays (see Appendix – Anthem's Lumenos High-Deductible Health Plan).**

- a. **Retired Employees Health/Medical Insurance.** Employees who retire under the New Hampshire Retirement System from the Fire Department will be permitted to continue their coverage with Blue Cross/Blue Shield by paying the premium currently in effect directly to the Town. Payment by the retiree is the responsibility of the retiree and the Town is not responsible or liable for termination of coverage due to the retiree's failure to pay the premium.
- b. In the event a unit employee has health insurance coverage outside the TOWN, the TOWN shall pay a stipend equal to **fifty percent (50%)** of the **premium amount for the Lumenos Plan exclusive of the yearly deductible amounts paid by the Town through HRA accounts** based on the coverage (family, two person or single) that the employee would have otherwise been eligible to receive. Said stipend shall be paid in monthly increments based on 1/12 of the total amount of stipend eligibility. To be eligible the employee shall provide proof of said outside coverage annually. This stipend will be considered income for tax purposes. Employees who lose outside health insurance coverage due to divorce, death or employment separation will be allowed back onto the TOWN's insurance plan in accordance with the terms of the carrier, provided, however that stipend payments shall cease when coverage begins. Employees whose health insurance coverage level eligibility changes shall have the stipend amount adjusted as of the pay period immediately following the change in eligibility.

**Section 9. General Liability Insurance.** The Town will continue to provide a general liability insurance policy for all Employees covered by this Agreement in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars and agrees to provide an "umbrella policy" in the amount of at least One Million (\$1,000,000.00) Dollars.

**Section 10. Dental Insurance** The Town shall provide, at no cost to the Employee, dental insurance for him and his dependents. Such insurance shall provide a level of benefits at least equal to those set forth in Appendix B of this Agreement.

**Section 11. Section 125 Flexible Spending Account.** The Employees will be able to retain a section 125 Flexible Spending Account in the amount of the Federal maximum.

**Section 12. Health Savings Account.** A Health Savings Account will be available to all employees if allowed by Federal IRS laws starting in 2016.

**Section 13. Survivors Insurance.** In the event that an Employee dies while on duty, or as a result of injuries sustained while on duty, the Town agrees to continue to provide the Employee's spouse and dependent children with the health/medical and dental insurance outlined in this article on the same basis as if the Employee were alive and employed by the Town. Such insurance coverage shall continue for each individual dependent child until that child reaches the age of eighteen (18) years; marries, or becomes otherwise emancipated. Such coverage shall also continue for the spouse for so long as he/she remains unmarried or obtains insurance coverage under Medicare, etc.

## **ARTICLE 26**

### **UNIFORM ALLOWANCE**

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

**Section 2. Annual Uniform Allowance.** All Employees covered by this Agreement shall be paid an annual uniform allowance in the amount of \$950.00 beginning in FY 2020.

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

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

**Section 4. Section 4 Cellular Phones.** All employees covered by this agreement shall be paid fifty dollars (\$50) monthly in compensation for the use of their personal cellular phones, beginning in January 1, 2020. No compensation shall be made under this provision to any firefighter who does not have a cellular phone. No compensation shall be made under this provision to any firefighter who is issued a Town phone.

## ARTICLE 27

### RECALL TO BOX ALARMS

**Section 1. Off-Duty Recall.** All off-duty Employees covered by this Agreement may be subject to recall to a box alarm.

**Section 2. Payment for Recall.** Employees shall be paid twice a year with separate and distinct checks, the first payment being made on or before the last pay day in June and the second payment being made on or before the first pay day in December. Annual stipend will be \$3500 per calendar year. This rate shall commence on January 1, 2020.

## ARTICLE 28

### WAGES

**Section 1. Wages.** The salary schedules for unit employees will be adjusted as follows:

Effective the first pay period after April 1, 2020 a **zero percent wage increase**,

Effective the first pay period after April 1, 2021 a **zero percent wage increase**,

Effective the first pay period after April 1, 2022 a **zero percent wage increase**.

**Effective January 1, 2023 a 3% increase on base wage.**

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

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

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

**Section 5. 457 Plans.** Employees in the Department will be provided with the opportunity to participate at their own cost in the Town's voluntary deferred compensation supplemental retirement plan administered by ICMA. The Town shall provide the Union members with the ability to contribute to the Professional Fire Fighters, police officers and public employees section 457 plan in addition to any of the plans offered by the Town.

**Section 6. Incentive Pay.** Employees will receive incentive pay for each certification.

Firefighter II or equivalent Certificate - \$750  
Hazardous Materials Operations Level Certificate - \$750  
ICS 700 NIMS Certificate - \$750  
Fire Officer I -\$750  
Fire Officer II-\$750  
Fire Inspector I-\$750  
Fire Inspector II-\$750  
Fire Instructor I-\$750  
Fire Instructor II-\$750  
ICS 300- \$750  
ICS 400- \$750  
Hazmat Technician- \$750  
Emergency Medical Dispatch-\$750  
NREMT EMT/EMR Certification - \$500  
NREMT EMT Advanced Certification - \$1000  
NREMT Paramedic Certification - \$1500  
Emergency Fire Dispatch Certificate \$500

Employees shall receive the contractual incentive pay on the first full pay period of the year starting with FY2021 and if an employee receives a certificate after this pay period that employee may file for payment for that certificate upon receipt, and shall be paid the stipend amount in the same year as received. FY 2019 educational incentives shall be paid based on the prior contractual obligation.

**Section 6.2 Longevity Pay.** *Unit employees who have been employed by the Town for five or more years, on an uninterrupted basis, will receive a longevity payment during the first pay period in January, 2020 based on their length of service as of their anniversary date, as follows:*

<i>Completion of five (5) years of continuous service</i>	<i>- \$200.00</i>
<i>Completion of ten (10) years of continuous service</i>	<i>- \$300.00</i>
<i>Completion of fifteen (15) years of continuous service</i>	<i>- \$450.00</i>
<i>Completion of twenty (20) years of continuous service</i>	<i>- \$550.00</i>
<i>Completion of twenty-five (25) years of continuous service</i>	<i>- \$650.00</i>
<i>Completion of thirty (30) years of continuous service</i>	<i>- \$900.00</i>

*An employee eligible to receive longevity pay, who terminates his/her employment in advance of his/her anniversary date, shall not be eligible for this payment. Any employee terminated for cause shall not be eligible for this payment.*

**Section 7. Reopen of Contract Clause.** In the event that any employee of the Town of Seabrook who receives a pay increase greater than that delineated in this Agreement, the Union may request to re-open the contract.

**Section 8.** For the purposes of wage calculation all “stipends” (non-wage compensation) due in this contract shall be calculated as part of the employee wages by adjusting the hourly rate to reflect the stipends due in lieu of paying those stipends, beginning January 1, 2020. The Union must affirmatively elect to trigger this provision by written notification to the Town no later than December 1, 2019.

**Section 9.** All wages, stipends and reimbursements paid pursuant to this Collective Bargaining Agreement shall be deemed “Earnable Compensation” pursuant to NH RSA 100-A:1 XVII, for the purpose of retirement calculations.

**Town of Seabrook Pay Plan for Seabrook Permanent Firefighters Association:** See SFA Contract attachment 2020-2023.

## **ARTICLE 29**

### **DURATION OF AGREEMENT**

**Section 1. Agreement Duration.** This Agreement as executed by the parties shall take full force and effect beginning April 1, **2020**, and end at 11:59 p.m. on March 31, **2023**, or until replaced by a successor agreement.

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

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