Town of Exeter, New Hampshire

Request for Proposals (RFP) Public Safety Facility and Staffing Analysis

The Town of Exeter is requesting proposals from qualified consultants to provide professional public safety consulting services for analysis of current workload and future planning for the Exeter Fire/EMS, Police, and Dispatch departments.

Proposal should be mailed in an envelope plainly marked "Public Safety Facility And Staffing Analysis", and addressed as follows:

Town of Exeter
Attn: Russell Dean, Town Manager
10 Front Street
Exeter, NH 03833

Telephone, facsimile, or e-mail proposals will not be accepted in response to a Request for Proposals.

The Town will be accepting proposals until Thursday, June 6th 2019 at 4:00PM.

The Town reserves the right to reject any or all proposals, or accept any proposal determined to be in the best interest of the Town.

Background

General town information: Website: www.exeternh.gov

The Town of Exeter has a history dating back hundreds of years to its original founding in 1638. The Town has seen the rise and fall of the textile industry and is fortunate enough to have many of the old historic buildings still intact. The Town's historic downtown is located where the Exeter River flows into the upper tidal reaches of the Squamscott River and is characterized by a variety of commercial activity, older mill buildings, and private residences. The downtown area is dominated by local businesses at street level and residences above along Water Street and residences in the older mill buildings on the east side of the river. The downtown is home to many of the Town's governmental services that include Town Hall, the Town Offices, the Police and Fire complex, the Recreation Department, the Library, and the Post Office.

Philips Exeter Academy, established in 1781, maintains a significant presence in the downtown area and its campuses and student housing are all within a short walk of the downtown commercial center. Outside the urban core, the Town is characterized by medium and low density residential development on loop roads and cul-de-sacs and a mix of commercial and residential development along arterial corridors that include Hampton Road, Portsmouth Avenue, Epping Road, and Brentwood Road.

Route 101 bisects the town, dividing the more rural portion from the southern, more developed region and provides easy access to both Manchester and Portsmouth. Route 108/Portsmouth Avenue runs north to south along the eastern portion of Exeter. This route serves as a major commercial corridor that runs continuously from Stratham to the north and continuing southward to Exeter's downtown area. Route 108 runs from Stratham through Exeter, including the downtown, and continues south toward Kensington and Seabrook. The remaining land in the Town is characterized by single family detached homes, condominiums, apartments, several large mobile home parks, and open space.

The population of the Town grew approximately 1.8% between 2000 and 2010. The current population is 14,306 (2010 census). Daytime populations are influenced by the presence of educational institutions in the town (regional high school, Phillips Exeter Academy), a commercial downtown, and major employers such as Cobham defense systems, Sig Sauer, and Exeter Hospital.

The Town's public water system dates to before the 1880's. The water system was known as the Exeter Water Works until it was purchased by the town in the 1950's. Today, the system covers approximately 70% of the town's population.

Over 31% of land within the Town is now in some form of conservation. Many of these areas support highly visited recreational trail networks which contribute to Exeter's vibrant natural character.

The Town recently engaged on a growth and development strategy and update to the Master Plan to reflect the existing characteristics of the Town and advance the desires of the community. Part of this process, which has also included the development of an economic development strategy, includes a review of public safety services and operations for the town today and into the future.

Public Safety Services in Exeter

The town's current public safety facilities are located in a single facility located at 20 Court Street in Exeter. The building was constructed in in 1978 and opened in 1979, and is approximately 18,000 SF (Town Facilities Plan, 2015). The Police Department occupies 6,428 SF on the first and second floors. The Fire Department occupies 11,555 SF on the first and second floor. Dispatch services for both the police and fire departments (including EMS) are provided by the town via a dispatch center in the public safety building. The dispatchers are civilian employees working under the supervision of the Police Department. As mentioned above, the town uses the IMC system for police, fire and ems dispatching. The Police Department sergeants and officers, including the animal control officer, are represented by the NEPBA (New England Patrol Benevolent Association). There is a collective bargaining agreement in place through 2021. The town's dispatchers are also part of this bargaining unit (NEPBA). Firefighters (AEMT and paramedics) are represented by IAFF Local 3491. There is a new three year collective bargaining agreement also in place with this unit. The town employs a Police Chief and a Fire Chief that lead each department.

Fire and EMS Department

The Exeter Fire and EMS Department has a long history of service to the Town. The department provides EMS services to the community at the ALS level, employing fourteen (14) paramedic level firefighters. The department has sought funding for several years for a second station to support Fire and EMS services in the community. The town owns land off Epping Road on Continental Drive. This land was purchased in 2006 and is a 2.05 acre lot, and has been set aside for potential future public safety use. Previous studies have reviewed and recommended similar locations to serve the northern part of Exeter more effectively, and improve response times of the department.

Fire Department management consiste of the Fire Chief/Emergency Management Director. In addition there are two Assistant Chiefs – one operations Deputy/EMD, and one assigned to training and fire prevention activities. Fire prevention is overseen directly by a separate position of Fire Lieutenant/Inspector. On the floor, the Exeter Fire Department currently staffs 2 shifts of 7 firefighters per shift and 2 shifts of 6 firefighters per shift, with an ability to drop to 5 per shift under the current collective bargaining agreement (the "minimum manning" clause). These shifts are labeled the A, B, C and D shifts and are 24 hours on, 24 hours off, 24 hours on, 120 hours off. This results in each firefighter working an average week of 42 hours, and 91 shifts per year. In recent years, the department has sought more staffing in the form of 1 additional firefighter per shift, due to workload concerns. In 2018 the town approved enhancing two shifts by 1 firefighter per shift upping those shifts to the 7 firefighters noted above. There is one full time Office Manager within the Department, with another part time clerical position of 20 hours per week approved in the 2019 budget.

The Fire Department EMS services are provided by two ambulances (lead Ambulance 1 and Ambulance 2), which are staffed 24 hours a day, 7 days a week by the same fire shifts noted in the prior paragraph. In 2016, the department responded to 2,037 ems calls of various types. The town charges for ambulance services and expenses are paid through a revolving fund, which also pays for ambulance replacements based on the current six year replacement cycle.

Firefighting equipment within the fire department includes a ladder truck, 4 engines, 3 command cars, a utility vehicle, a forestry truck, and an alarm bucket truck.

A recent analysis of calls on the fire department reveal a total of 1,448 calls related to fire activity in 2016. The total fire and ems activity therefore is currently measured at 3,485 calls, or 9.5 calls per day, based on 2016 data. Fire calls outside ems are both emergency and non-emergency in a variety of activity areas documented by the department. Specifically, ems calls are 5.8 per day, and fire are 3.97 per day. A day in this case is 24 hours. According to the Fire and EMS department the peak levels of activity occur between 6 a.m. and 6 p.m. for both services.

The town's Fire Department also provides the emergency management functions of the town as well as provides the health function through a full time health officer.

Staffing and personnel requests, budget concerns, and future staffing needs of a potential new facility, have led the town desire to conduct through an initial exercise of analyzing the current relationship between fire and ems calls, emergency and non-emergency call workload data, and response policies. These items are all subject to a fresh analysis given the town's master plan process, which identified many factors that would indicate a slower town population growth rate, an aging population, and enhanced economic activity. Therefore, the workload indicators of the department, and activity levels, should be fully analyzed and understood in order to make good decisions about staffing and a future public safety facility (or facilities).

It should be noted the town's public water system does not cover 100% of homes. The public water system in Exeter reaches approximately 75% of the population. The northern part of the community is on private water wells and septic systems.

According to the 2018 town report the Fire Department responded to 1,950 EMS calls, 253 ambulance assists

Police Department

The Exeter Police Department is a full service, 24 hour per day, 7 day a week operation. The Department's current budget structure includes these programs: Administration, Staff, Patrol, Animal Control, and Dispatch. The Police Department functions with various 8 and 10 hour shifts, with a day complement of officers, a day sergeant, detectives and one Animal Control officer. The Police Department management includes the Police Chief, and two captains. One of the captains is charged with oversight of the dispatch function. According to the 2018 town report the Police Department responded to 16,702 calls for service. The Department also employs a school resource officer, who is a sworn officer and operates out of Exeter High School, the local High School that serves 6 towns within the SAU16.

Dispatch Department

The town's dispatch department is a 24 hour per day, 7 day per week operation under the control of the Police Department. The department operates under the supervision of a Dispatch Supervisor, who reports to a Police Captain. The dispatch department is the hub for all phone calls to the town, emergency and non-emergency. The town's dispatch center also handles E-911 calls that are forwarded from the state E-911 operators in Concord. According to the 2018 town report, the dispatch center received a total of 21,768 regular phone calls, and 2,662 classified as E-911 calls, for a total call volume of 24,436. This number compared to 28,627 in 2017.

PROPOSED SCOPE OF WORK

The Study

The town has recently been investigating implementing a system to report better data out of the public safety dispatch system to reflect best practices supported by the Center for Public Safety

Excellence (CPSE) and the ICMA Center for Public Safety Management benchmarks. The study should also take into account other industry standards such as NFPA and IACP. It is the town's hope to use this data to better quantify the workloads of its police, fire, EMS and dispatch departments, and use the data to make good staffing and facility planning decisions for the future.

In addition to the data collection and staffing analysis, the town would like the successful consultant to review the current vehicle and equipment programs of both departments, as well as the deployment of these vehicles and equipment, for capital planning and operations purposes. The town has the following data available for the consultants: 1) Recent Fire, EMS, Dispatch and Police Department capital improvement plans and operating budgets; 2) Collective Bargaining Agreements covering both departments; 3) Townwide Facility Study by HL Turner Group document completed December 2015; 3) Dispatch system currently functioning with IMC software to code data/calls/responses; 4) Town Personnel Policy covering non-union public safety personnel.

The scope of work will include the following tasks:

- 1. A review of call data for Fire, EMS, Police, and Dispatch services.
- 2. A report of the data by call type, time of day.
- 3. A review of responses to each call by vehicle and personnel for Fire, EMS, Police and Dispatch.
- 4. A review of the town's dispatch hardware, software, and reporting capabilities.
- 5. A review of the town's dispatch capabilities with respect to demand mapping and risk mapping for Police, Fire, and EMS services.
- 6. An analysis of dispatch training levels with respect to Police, Fire and EMS services including the potential application by the town of the "Alpha Bravo Charlie" response system for EMS related calls.
- 7. An analysis of travel time for each service and response time components (ie for 911 calls time from state dispatch to local dispatch, dispatch at local level to call, length of call, and sign off time). The response time analysis should include response times to various types of calls in accordance with national standards and accepted practices.
- 8. A review of vehicles, equipment and apparatus for Police, Fire, and EMS services including an analysis of the current replacement model and recommendations for future replacements. This should include a review of the current CIP as well as department practices on vehicle and equipment replacement.

Based on the completed scope of work, the town is seeking recommendations on the following:

- 1. An evaluation of proper staffing levels for all public safety operations.
- 2. Recommendations for future facility approaches to include but not be limited to: 1) a single updated public safety building housing all functions; 2) a renovated police/fire station downtown and a second fire/ems station or substation strategically located elsewhere; 3) another option or option(s).
- 3. Recommendations on improvements to the town's dispatch system to better capture data for each service to follow national standards for similar functions.
- 4. Necessary updates to the dispatch center to provide effective reporting of workload data under #3 above, to the extent it is not able to be easily obtained.
- 5. A review of workload trends and likely scenarios for future workload trends.

List of Work Products:

It is expected that, at a minimum, the chosen consultant shall provide the following deliverables:

- 1. Draft report of the Facility and Staffing Analysis with the analysis and review reflective of the scope of work.
- 2. Final report and recommendations with recommendations broken out in measurable increments of short and long term recommendations (within 1-2) years, mid-term (2 years to 5 years) and long term (beyond 5 years) for each public safety function.
- 3. Attendance at up to two (2) public meetings with a town board or committee to review the report including at least one (1) meeting with the town Select Board, the governing body of Exeter.

Beyond these tasks, the specific scope of services and fee shall be negotiated as outlined in the selection procedure below.

Project Partners

The following list represents the official boards, committees, and organizations that will be invited to actively participate in the development of the Public Safety Planning Analysis:

Exeter Select Board

Exeter Fire Department

Exeter Police Department

Exeter Dispatch

Exeter Hospital (a provider of ALS service in the community to surrounding communities and as a backup to Exeter)

This list is not intended to exclude any stakeholders and it is anticipated that local business owners, Exeter residents, and other identified stakeholders may be asked to participate in the process.

PROPOSAL REQUIREMENTS

The following outlines the information required to be submitted as part of the proposal.

- A brief description of your firm.
- A list of the employee(s) that will be assigned to this project including a resume detailing their qualifications and background.
- A list of similar projects completed by your firm in the past five (5) years with the list of employee(s) involved with those projects.
- Names, addresses, telephone numbers, e-mail addresses, and contact persons of all clients for which your company has performed similar services during the past five (5) years.
- Estimated work schedule including the estimated date of completion of the project.
- Ability to facilitate public involvement.

GENERAL CONDITIONS

Requests for Information

Any firm contemplating submitting a response to this request that is in doubt as to the meaning of any part of this RFP, or finds a discrepancy in or omission from this RFP, may submit to the

Town a written request for interpretation, clarification, or correction thereof. Any interpretation, clarification or correction of documents will be made in writing and issued to any firm that received this RFP. The Town will not be responsible for any explanations or interpretations of the documents other than those made in writing.

Contract Award

The selected firm shall enter into a written contract with the Town binding all terms, conditions, and provisions of the proposal, and other terms, conditions and provisions negotiated prior to award of the contract. The contract will be awarded by the Town Manager in accordance with the Town's Purchasing Policy.

Town's Use of Material

All material submitted shall become the property of the Town, unless it is clearly marked as proprietary information. The Town reserves the right to use any ideas presented in the submission, without compensation paid to the Firm. Selection or rejection of the submission shall not affect this right.

Insurance Requirements

The selected Firm shall procure and maintain, for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the work by the Firm, its agents, representatives, or employees. Proof and coverage amounts of such insurance shall be received and approved by the Town prior to execution of the contract.

Hold Harmless

The selected Firm shall indemnify and hold harmless the Town of Exeter and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including attorney's fees arising out of performance of the scope of services included herein, caused in whole or in part by any negligent act or omission of the Firm, their officers, employees, agents, representatives or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct on the part of the Town of Exeter.

Submission Ownership and Costs

Upon submission, responses become the property of the Town of Exeter. The cost of preparing and submitting a response is the sole responsibility of the Firm and shall not be chargeable in any manner to the Town. The Town will not reimburse any Firm for any costs associated with the preparation and submission of a response or expense incurred in making a presentation, participation in an interview, or negotiating a contract with the Town.

SELECTION PROCEDURE

Submissions will be evaluated based on, but not limited to, the following criteria:

- Responsiveness of submission
- Engagement description and approach

- Oualifications and experience
- Prior experience on projects similar to this request for proposals
- Methodology to be used to accomplish the work

In response to the proposals, the Town may select one or more firms for interviews and an oral presentation. The submission of a response shall not guarantee an opportunity to an interview.

The Town will select a firm based upon the written response, oral interviews, contact from previous engagements, and any other pertinent information deemed necessary by the Town. The Town will then negotiate a contract, specific scope of services, and fee with the selected firm. The Town reserves the right to request substitution of any provider identified by the firm as part of its team. If an agreement cannot be reached with the selected firm, the Town retains the right to terminate negotiations with that firm without notice and open negotiations with the next ranked firm. The compensation discussed with one interested firm will not be disclosed or discussed with another firm.

No work shall begin until the firm and the Town has executed a contract.

Acceptance or Rejection of Responses

The contract may be awarded to the firm that most closely satisfies the needs of the Town and is deemed to be the most advantageous to the Town. The Town reserves the right to accept or reject any item or group of items in a response. The Town also reserves the right to waive any informality or irregularity in any response.

The Town also reserves the right to reject any and all responses, or portions thereof, received in response to the RFP, to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interest of the Town. Additionally, the Town may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any response shall not imply that the proposal was deficient. Non-acceptance of any response shall mean that another response was deemed to be more advantageous to the Town and/or more closely satisfied the needs of the Town, or that the Town decided not to award an agreement as a result of this RFP.

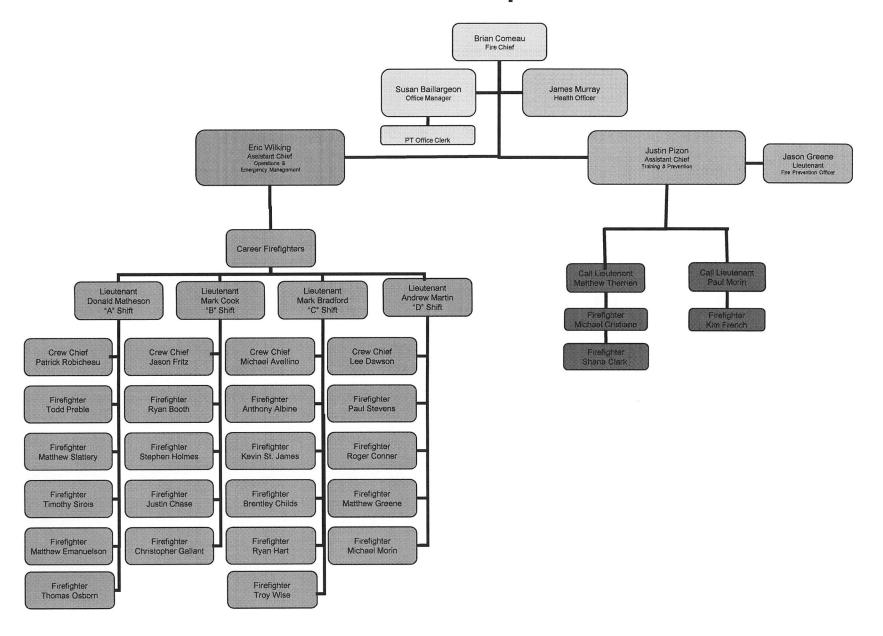
Examination of Proposed Materials

The submission of a response shall be deemed a representation and warranty by the firm that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No requests for modification in the provisions of the response shall be considered after its submission on the grounds that the firm was not fully informed as to any fact or condition. Statistical information, which is contained in this RFP or any addendum thereto, is for informational purposes only. The Town disclaims any responsibility for this information that may subsequently be determined to be incomplete or inaccurate.

RFP Attachments:

- 1. Town of Exeter Police, Fire, EMS and Dispatch Organizational charts
- 2. Town of Exeter 2019 Public Safety Budgets
- 3. Town of Exeter Fire Department Activity Report (year end 2018)
- 4. Town of Exeter Police Department Activity Report (year end 2018)
- 5. Exeter Police/Dispatch and Fire/EMS Department CBAs

Exeter Fire Department





EXETER POLICE DEPARTMENT



Memorandum

May 6, 2019

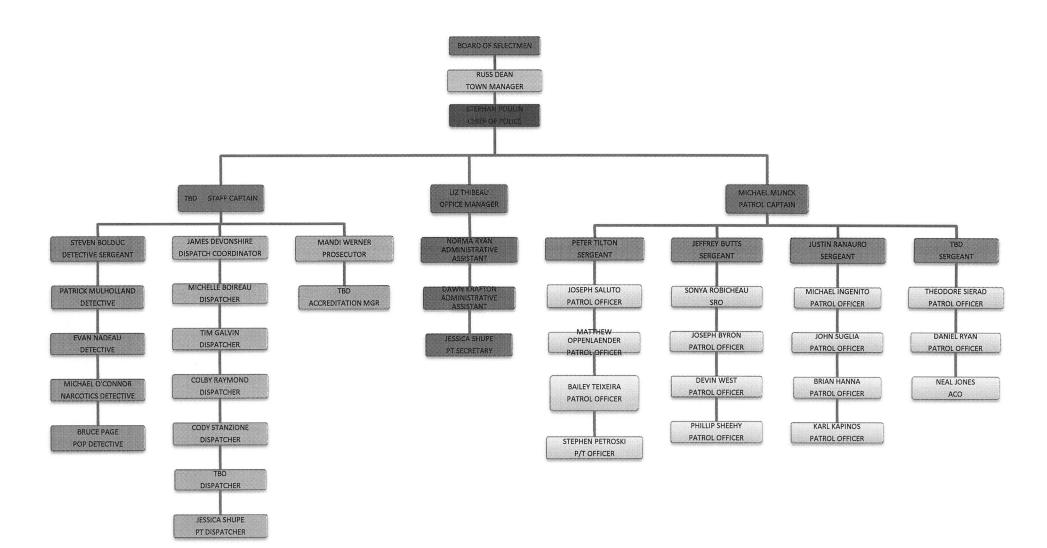
To: Town Manager Russell Dean

From: Interim Chief Stephan Poulin

Ref: Detailed staffing description

- 1 Chief of Police
- 1 Patrol Captain
- 1 Staff Captain (currently unstaffed)
- 1 Detective Sergeant
- 1 Juvenile Detective
- 1 General Detective
- 1 Narcotics Detective
- 1 Problem Oriented Police Officer
- 4 Patrol Sergeants (1 currently unstaffed)
- 1 School Resource Officer
- 12 Patrol Officers (3 unstaffed due to Academy and hiring)
- 1 Animal/Parking Officer
- 1 Part-time Officer
- 1 Dispatch Supervisor (currently unstaffed)
- 5 Dispatchers (1 currently unstaffed)
- 1 Part time Dispatcher
- 1 Office Manager
- 2 Administrative Assistants
- 1 Part Time secretary
- 1 Prosecutor

EXETER POLICE DEPARTMENT ORGANIZATIONAL CHART



Town of Exeter Public Safety Budget For the Years 2018-2019

			% of Total
			2019
Department	2018 Actual	2019 Budget	Budget
Police			
Administration	760,668	772,952	9.1%
Staff	613,588	645,295	7.6%
Patrol	1,881,642	1,988,422	23.4%
Animal Control	1,303	1,250	<u>0.0</u> %
Total Police	3,257,201	3,407,919	40.2%
Fire/EMS			
Administration	554,760	600,944	7.1%
Suppression	3,229,209	3,374,549	39.8%
Emergency Management	22,057	26,937	0.3%
EMS Revolving	325,835	323,540	<u>3.8%</u>
Total Fire	4,131,860	4,325,970	51.0%
Communications			
Communications	388,316	600,980	<u>7.1%</u>
Total Communications	388,316	600,980	7.1%
Health			
Health	126,808	133,209	<u>1.6</u> %
Total Health	126,808	133,209	1.6%
Safety Complex			
Safety Complex	7,186	12,000	<u>0.1%</u>
Total Safety Complex	7,186	12,000	0.1%
Total Public Safety	7,911,370	8,480,079	<u>100.0</u> %

Town of E	xeter				
Public Sa	fety Bud	dget			
For the Ye	ears 201	18-2019			
			2018	2019	
Org	Object	Description	Actual	Budget	Explanation
Police De					
Administr			*		
		PDA- Sal/Wages FT	393,765	404,825	6 FT: Police Chief, 2 Captains, Office Mgr, 2 Admins
		PDA- Sal/Wages PT	10,792		1 PT secretarial position @25 hrs/week
		PDA- Longevity Pay	650		Longevity for the 2 Admins
		Salaries Total	405,207	425,722	
01421001	52100	PDA- Health Insurance	89,532	75,069	YOY increase 6.9%
		PDA- Dental Insurance	9,126		YOY increase 2.3%
		PDA- Life Insurance	630	630	
		PDA- LTD Insurance	1,106	1,126	
		PDA- FICA	9,062	•	Based on wages: 6.2%
		PDA- Medicare	5,969		Based on wages: 1.45%
		PDA- Retirement Town	15,532		Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
		PDA- Retirement Police	75,910		Based on wages: 29.43% Jan-Jun; 28.43% Jul-Dec
		Benefits Total	206,865	194,882	
			200,000	70.,002	
01421001	55047	PDA- Computer Maintenance	2,000	2,075	Software - virus protection, crime reports, IACP computer
01421001	55199	PDA- Office Equipment Maintenance	3,306	3,096	maintenance contracts for 2 copy machines
		PDA- Vehicle Maintenance	20,886	21,000	covers repairs for 19 vehicles
01421001	55200	PDA- Supplies	8,660	8,200	department wide office supplies
		PDA- Postage	1,528	2,500	postage costs for mailings
01421001	55035	PDA- Chiefs Expenses	839	1,000	covers empl. awards, retirement, emergency meals
01421001	55190	PDA- Mobile Communications	364	420	Cost of the chiefs cell phone part of department plan
01421001	55193	PDA- Munitions	7,067	7,213	Cost of purchasing ammo for the department
01421001	55088	PDA- Dues	9,015	8,545	Yearly dues for sert and professional association memberships
					Update/cruiser laptops (Rhino Tab) (IT Dept to assume purchasing
01421001	55045	PDA- Computer Equipment	11,230	5,800	of Dept computers)
		PDA- General Expenses	5,685	6,000	Towing charges, DWI supplies, promotional, hiring costs
01421001	55087	PDA- Dry Cleaning	14,000	14,600	Contractual cost
		PDA- Uniforms	15,620	15,385	Cost for uniform and equipment for 40 employees
		PDA - Software Agreement	14,922	15,612	Cost to maintain emergency ops for POL & FD Center
		PDA- Conf/Room/Meals	1,505	1,500	Professional training for the Chief
					Furniture, bike parts, cruiser parts, building costs, Taser
01421001	55106	PDA- Equipment Purchase	31,968	17,752	Replacement, Trunk Vault for detective vehicle
		General Expenses Total	148,596	130,698	
			,	·	
01500000	59083	Public Safety Data & Analysis		21,650	Police, Fire/EMS Facility, Staffing & Data Analysis of all operations
		Administration Total	760,668	772,952	

Town of E	xeter				
Public Sa	fety Bu	dget			
For the Ye	ears 201	18-2019			
			2018	2019	
Org	Object	Description	Actual	Budget	Explanation
<u>Staff</u>					
01421002	51110	PDS- Sal/Wages FT	299,797	310,746	5 FT Police Staff
					Detective costs for cases investigation and pro active investigation,
		PDS- Sal/Wages OT	14,893		CERT training
01421002	51400	PDS- Longevity Pay	1,250	•	Contract item
		PDS- Holiday Pay	12,479		Contract item
01421002	51450	PDS- Sal/Wages Education Incentive	1,260	2,060	Contract item
		Salaries Total	329,678	343,303	
01421002	52100	PDS- Health Insurance	74,390		YOY increase 6.9%
01421002	52110	PDS- Dental Insurance	5,769	5,713	YOY increase 2.3%
01421002	52120	PDS- Life Insurance	315	315	
01421002	52210	PDS- Medicare	4,703	4,978	Based on wages: 1.45%
01421002	52310	PDS- Retirement Police	97,068	99,217	Based on wages: 29.43% Jan-Jun; 28.43% Jul-Dec
		Benefits Total	182,245	191,916	
			-		
01421002	55200	PDS- Supplies	3,963	5,200	covers three different areas: evidence, prosecution and photo
01421002		PDS- Prosecutor Service	80,518	87,616	County attorney contract, split 80/20 with Hampton Falls
01421002	55043	PDS- Community Relations	1,824		plaques, dare, crime preventive items
		PDS- Mobile Communications	996		2 cell phones (one for the captain and the detectives share one)
		PDS- Conf/Room/Meals		·	
		PDS- Education/Training	13,365	13,000	training for the entire department (including civilians)
		PDS- Accreditation	1,000		dues and supply costs
		General Expenses Total	101,665	110,076	
			.,	-,	
		Staff Total	613,588	645,295	
			2.2,230	, 	

Town of E	Eveter		l		
Public Sa		daet			
For the Y					
10, 110 1	Cars 20				
			2018	2019	
Org	Object	Description	Actual	1	Explanation
Patrol	02,000		7101001	Dauget	
	51110	PDP- Sal/Wages FT	977,522	1 023 230	17 FT Officers, 1 FT ACO
01421003	51150	PDP- Vacation Replacement	45,254		cost to cover the replacement of officers on vacation
		PDP- Sal/Wages PT	10,423	17 780	cost for 2 PT/On-Call officer to off set some OT costs
		PDP- Sal/Wages OT	64,756	75,000	
		PDP- FEMA Storm Related OT	04,700		Expenses related to declared emergencies
		PDP- Longevity Pay	2,050		contract item
		PDP- Sick Replacement.	14,970		covers for officers out sick
		PDP- Sal/Wages Holiday Pay	40,407		contract item
		PDP- Firearm Incentive	1,000		contract item
		PDP- Sal/Wages FTO Incentive	5,193		contract item- Field Training Officer Incentive
		PDP- Sal/Wages Education Incentive	4,460		contract item
01121000	01100	Salaries Total	1,166,034	1,234,448	oonidot nom
		Calario Fotal	1,100,004	1,201,140	
01421003	52100	PDP- Health Insurance	226,806		YOY increase 6.9%
01421003	52110	PDP- Dental Insurance	16,376	19,195	YOY increase 2.3%
01421003	52120	PDP- Life Insurance	1,108	1,134	
01421003	52200	PDP- FICA	4,146	4,800	Based on wages: 6.2%
01421003	52210	PDP- Medicare	16,856	17,899	Based on wages: 1.45%
01421003	52300	PDP- Retirement Town	6,798	6,721	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
01421003	52310	PDP- Retirement Police	328,189	336,451	Based on wages: 29.43% Jan-Jun; 28.43% Jul-Dec
		Benefits Total	600,279	627,730	
04.404.000	EE400	PDP- Mobile Communications	740	700	and of the call phones (ACO and Cantain) (so now partables)
			740		cost of two cell phones (ACO and Captain) (no new portables) covers drug investigation costs and equipment
		PDP- Investigation PDP-Court Mileage Reimb	4,937	5,000	covers drug investigation costs and equipment
		PDP-Court Mileage Reimb	227	E4 60E	Fuel for notrol vehicles
0 142 1003	55128		46,054		Fuel for patrol vehicles
		General Expenses Total	51,959	57,346	
01419416	57005	GG- CO - Leases	3,000	3.000	Patrol Motorcycle
		GG- CO - Vehicles	60,370		2 Police Vehicles
		Capital Outlay Total	63,370	68,898	
		Patrol Total	1,881,642	1,988,422	
Animal Co	ontrol				
		AC- Veterinarian Service	750	750	contract with SPCA
		AC- Equipment	553		ACO equipment
		General Expenses Total	1,303	1,250	1
			.,,,,,,	1,200	
		Animal Control Total	1,303	1,250	
		T.A.I.D. U. D			
		Total Police Department	3,257,201	3,407,919	

Town of E	xeter				
Public Sa	fety Bud	dget			
For the Ye	ears 201	l8-2019			
			2018	2019	
Org	Object	Description	Actual	Budget	Explanation
		& EMS Revolving Fund			
<u>Administr</u>					
01422001	51110	FDA- Sal/Wages FT	344,868	352,305	4 FT: Chief, 2 Asst. Chiefs & Office Mgr.
01422001	51200	FDA- Sal/Wages PT			New hire at 20hr/wk for 36 weeks
		Salaries Total	344,868	363,153	
		FDA- Health Insurance	78,683		YOY increase 6.9%
		FDA- Dental Insurance	4,752		YOY increase 2.3%
01422001	52120	FDA- Life Insurance	504	504	
01422001	52130	FDA- LTD Insurance	1,248	1,258	
01422001	52200	FDA- FICA	3,452	4,368	Based on wages: 6.2% (FICA for Office Mgr)
01422001	52210	FDA- Medicare	3,227	3,606	Based on wages: 1.45% (Excludes the Chief)
		FDA- Retirement Town	6,766	6,720	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
01422001	52320	FDA- Retirement Fire	91,018	90,680	Based on wages: 31.89% Jan-Jun; 30.09% Jul-Dec
		Benefits Total	189,650	188,546	
			·		
01422001	55199	FDA- Office Equip Maintenance	2,386	2,410	Lease Agreements & Service Contacts for copier and time clock
01422001	55200	FDA- Supplies	2,296	2,265	Office Supplies for entire Fire Department (except Health)
		FDA- Postage	317	350	Postage for General FD, Fire Prevention, new candidate hiring, etc.
		FDA- Chiefs Expenses	685		Expenses for meetings, dinners
			-		Pre-employment for new hires and Annual physicals for all fire
01422001	55214	FDA- Physicals	4,675	7,785	personnel
				•	Phone and Mobile Data Terminal (MDT) plan and usage for
01422001	55190	FDA-Mobile Communications	1,097	1,148	Department Manager
		FDA- Dues	1,412	1,567	Annual Association Dues with multiple organizations
					Background investigations, Water, Emergency scene rehab.
01422001	55133	FDA- General Expenses	3,163	3,200	supplies, etc.
	20.30		-,		\$1,600 each: examples include - FDIC conference, FRI International,
01422001	55050	FDA- Conf/Room/Meals	4,209	3.500	IMT Annual Conference
		General Expenses Total	20,241	22,945	
01500000	59083	Public Safety Data & Analysis		26.300	Police, Fire/EMS Facility, Staffing & Data Analysis of all operations
	22000				, and a second s
		Administration Total	554,760	600,944	

xeter				
	dget			
		 		
		2018	2019	
Object	Description	Actual	Budget	Explanation
		1,494,769	, ,	27 FT Firefighter/ EMT's (22 FF's & 5 LT's)
		-		Stipend
				Overtime for vacation replacement
				Overtime for emergency recall and other off-duty details
		27,819		Personal Leave Replacement
		-		Expenses related to declared emergencies
				Contract item being phased out
				Overtime for sick replacement
				Holiday pay (11 holidays)
51600				PT Call Company salaries
	Salaries Total	1,775,591	1,859,163	
50400	FDO. 11. 10. 1	0.45.004	400.000	VOV.:
				YOY increase 6.9%
				YOY increase 2.3%
				D
				Based on wages: 6.2% - Call wages only
				Based on wages: 1.45%
52320				Based on wages: 31.89% Jan-Jun; 30.09% Jul-Dec
	Benefits I otal	985,978	1,036,059	
55237	FDS- Radio Repairs/Maintenance	2 357	4 336	Maint. & programming FD Portable & Mobile Radios
			37,995	Vehicle Maintenance
				Small Tool & Equipment Repair
				Hydrant Maintenance Fee/Rental to Water Department
				Cistern & Dry Hydrant Maintenance
				Laundry & misc bldg. cleaning supplies
	те такий портига	1,221		
55123	FDS- Fire Prevention Supplies	4,646	4,520	NFPA annual membership & Fire Prevention & Investigation Supplies
				Town wide fire alarm system maintenance
	,,			Radios and Vehicle Mobile Data Terminals (MDT) computer
55042	FDS- Communications Equipment	5,722	5,254	connectivity, fees and radio interoperability
		1		Cell Phone plan and Data usage for Staff Cars, Engines and Fire
55190	FDS- Mobile Communications	1,846	1,990	Prev.
		5,626		Seacoast Chiefs Haz Mat Team Annual Assessment
		260		Dry cleaning of chief officer uniforms & Class "A' dress uniforms
		24,920		Uniforms for 30 FT employees, 6 Call members
				All annual software IMC dispatching program & Public Eye mobile
55270	FDS- Software Agreement	6,240	9,252	data terminals annual licensing agreement & fees
	Chject Cobject Fession 51110 51120 51150 51300 51300 51410 51420 51420 52100 52100 52100 52110 52200 52210 52320 55237 55319 55132 55151 55038 55282 55123 55122 55042	Tety Budget Pars 2018-2019 Object Description Pression 51110 FDS- Sal/Wages FT 51120 FDS- Sal/Wages Stipend 51150 FDS- Vacation Replacement 51300 FDS- Sal/Wages OT 51130 FDS- Sal/Wages OT 51130 FDS- FEMA Storm Related OT 51400 FDS- Longevity Pay 51410 FDS- Sick Replacement 51420 FDS- Sal/Wages Holiday Pay 51600 FDS- Sal/Wages On Call Salaries Total 52100 FDS- Health Insurance 52110 FDS- Dental Insurance 52120 FDS- Life Insurance 52200 FDS- FICA 52210 FDS- Retirement Fire Benefits Total 55237 FDS- Radio Repairs/Maintenance 55132 FDS- Retirement Fire Benefits Total 55237 FDS- Radio Repairs/Maintenance 55132 FDS- General Equipment Repair 55151 FDS- Hydrant Maintenance 55038 FDS- Cistern Maintenance 55282 FDS- Building Supplies 55123 FDS- Fire Prevention Supplies 55124 FDS- Fire Alarm Supplies 55042 FDS- Communications Equipment 55088 FDS- Dues 55087 FDS- Dry Cleaning 55314 FDS- Uniforms	Pair Pair	Page 12 Page 13 Page 14 Page

Town of I	Exeter				
Public Sa		daet			
For the Y					
			2018	2019	
Org	Object	Description	Actual	Budget	Explanation
		FDS- Contract Services	-	3,840	Fire Alarm Contracted Maintenance
01422003	55091	FDS- Education/Training	11,394	10,000	Tuition for college classes, fire certifications & education supplies
01422003	55106	FDS- General Equipment Purchase	45,423		Necessary firefighting equipment purchase & replacement
01422003	55230	FDS- Protective Equipment	38,063	32,465	Turnout gear replacement, inspection & repairs
01422003	55144	FDS- Hazmat Supplies	84	350	Hazardous materials clean-up and control supplies
					Breathing Apparatus testing and repairs & Air compressor
		FDS- Breathing Apparatus	13,323		
01422003	55149	FDS- Hose Replacement	8,653	8,760	Hose replacement & repair
					Gas & Diesel fuel for all fire dept. vehicles. Plus 500 gallon tank at
01422003	55128	FDS- Fuel	12,920	15,670	fire station.
		General Expenses Total	244,633	252,580	
		FDS- Capital Outlay	21,011		Upgrade Plymovent Vehicle Exhaust Removal System
		GG- CO - Leases	129,898	207,847	See separate list
01500000	59073	FDS- Portable Radio Replacement	72,098	-	Fire Dept request for 22 radios in CIP
		Capital Outlay Total	223,007	226,747	
	ļ	Fire Suppression Total	3,229,209	3,374,549	
	<u> </u>				
<u>Emergen</u>	cy Mana	agement	-		Emanage Operations Contra andia representation and a second of
					Emergency Operations Center radio reprogramming, replacement &
04400004	FF007	EM Dadia Danaina	2 000	4 000	repairs. Notification equipment including Pagers and texting
01429004	55237	EM- Radio Repairs	3,900	4,000	equipment and phone lines Emergency Communication Network - community notification and
04400004	55040	ENA Communications	0.550	0.560	Emergency Operations Center telephone system support
		EM- Communications EM- Mobile Communications	9,559 845		Cell Phone plan & iPad mobile data terminal usage for Deputy EMD
01429004	35190	EW- Mobile Communications	643	1,112	Emergency Management classes & NH Homeland Security
04420004	EE001	EM- Education/Training	207	1 000	conference
0 1429004	1 55091	EW- Education/ Fraining	201	1,000	Emergency Operations Center supplies during drills, exercise and
04420004	EE041	EM- Command Supplies	6,538	6 500	incidents, including food, office supplies, & training material
0 1429004	1 33041	Elvi- Command Supplies	0,000	0,500	Agreement with SAU16 to provide, Shelter food and supplies as
01420004	55264	EM- Shelter Equipment	_	1 200	necessary
0 1429004	1 33204	Ew-Sheiter Equipment	_	1,200	Upgrades to EOC visuals, computers, and on scene materials such
01420004	55005	EM- Emmer Mgmt Equipment	1,008	3 500	as replacement cones, barricades, signage and barriers
		EM- FEMA Reimb -Force Labor	-	·	Used Only if Departments use Budget funds that are reimbursable
		EM- FEMA Reimb - Force Equip	-		Used Only if Departments use Budget funds that are reimbursable
		EM- FEMA Reimb-Debris Removal	-	1	Used Only if Departments use Budget funds that are reimbursable
		EM- FEMA Reimb- Materials	-	1	Used Only if Departments use Budget funds that are reimbursable
		EM- FEMA Reimb- Permanent Work	+ -	1	Used Only if Departments use Budget funds that are reimbursable
0 172000	. 00121	Emergency Management Total	22,057	26,937	
L		- Line geney management rotal			L

Town of E	Exeter				
Public Sa	fety Bu	dget			
For the Yo					
Org	Object	Description	2018 Actual	2019 Budget	Explanation
	•				
EMS Revo	olving F	<u>und</u>			
		EMS- Sal/Wages FT	46,687		Dispatcher wages
30421520	51300	EMS- Sal/Wages OT	55,105	41,458	Emergency Recall OT
30421520	51400	EMS- Longevity Pay	300	300	Longevity Pay - Dispatcher
30421520	51420	EMS- Holiday Pay	2,015	2,143	Holiday Pay - Dispatcher
		Salaries Total	104,107	94,340	
30421520	52100	EMS-Health Insurance	24,000	23 442	Health Insurance- Dispatcher
		EMS-Dental Insurance	1,730		Dental Insurance- Dispatcher
		EMS- Life Insurance	63		Life Insurance- Dispatcher
		EMS- FICA	2,815		Dispatcher wages @ 6.2%
		EMS-Medicare	1,418		Dispatcher and overtime wages @ 1.45%
		EMS-Retirement Town	5,578		Dispatcher wages @ NHRS 11.17%
		EMS-Retirement Fire	17,583	22 051	Overtime wages @ NHRS 31.89% / 30.09%
00421020	02020	Benefits Total	53,188	59,246	Overaline wages & Wilke Or.ob/n Oc.ob/n
30421520	55319	EMS-Vehicle Maintenance	5,531	2,500	Ambulance vehicle repairs
30421520	55299	EMS-Third Party Collection Fees	27,367	27,800	Comstar collection fees 5%
30421520	55207	EMS-Paramedic Training	10,963	11,925	New paramedic education
30421520	55094	EMS- Emergency Medical Supplies	25,325	25,000	Usable medical supplies
30421520	55184	EMS-Medical Equip Maint	14,303		Equipment maintenance and service contracts
		EMS-Contracted Training	4,395	5,200	Licensure training and recertification costs
30421520	55190	EMS- Mobile Communications	1,928	2,431	Data plan for defib's, iPads, and Public Eye
		EMS - Ambulance Refunds	1,235		Return of overpayment to insurance companies
30421520	55128	EMS - Fuel	4,934		Fuel for ambulances
		General Expenses Total	95,981	95,342	
30421520	55004	EMS - Ambulance Lease	72,558	72,562	Lease payment for ambulances
		Capital Outlay Total	72,558	72,562	
01500000	59083	Public Safety Data & Analysis		2,050	Police, Fire/EMS Facility, Staffing & Data Analysis of all operations
		Total EMS Revolving Fund	325,835	323,540	
		Total Fire & EMS Revolving Fund	4,131.860	4,325,970	

Town of E	xeter				
Public Sa	ety Bud	lget			
For the Ye	ars 201	8-2019			
			2018	2019	
Org	Object	Description	Actual	Budget	Explanation
Communi					
		PDC- Sal/Wages FT	221,801		5 FT Staff
		PDC- Vacation Replacement	4,567	9,000	covers vacation/personal days for dispatchers
		PDC- Sal/Wages PT	10,774		3 PT/On-Call
01429905	51300	PDC- Sal/Wages OT	5,706		covers cost in emergencies and regular coverage
01429905	51350	PDC- FEMA Storm Related OT	-		Expenses related to declared emergencies
01429905	51400	PDC- Longevity Pay	1,700		contract item
		PDC- Sick Replacement	2,605		covers OT for dispatchers out sick
		PDC- Holiday Pay	8,899		contract item
01429905	51450	PDC- Sal/Wages Education Incentive	-	1,500	contract item
		Salaries Total	256,051	283,625	
01429905	52100	PDC- Health Insurance	61,297	75,695	YOY increase 6.9%
01429905	52110	PDC- Dental Insurance	4,550	5,713	YOY increase 2.3%
01429905	52120	PDC- Life Insurance	289	315	
01429905	52200	PDC- FICA	16,025	17,585	Based on wages: 6.2%
01429905	52210	PDC- Medicare	3,766		Based on wages: 1.45%
01429905	52300	PDC- Retirement Town	21,882	30,083	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
		Benefits Total	107,810	133,503	
				·	
01429905	55105	PDC- Equipment Maintenance	20,373	23,526	covers our maintenance contracts
		PDC- Equipment Repair	3,795		uncovered repair costs
		PDC- Phone Repairs/Service	287		phone repair costs, and cost of IPAD network, Dispatch cell
		General Expenses Total	24,455	30,401	
			, -	•	
		Dispatch Communications upgrade		153,451	CIP P#19
		Capital Outlay Total	-	153,451	
				,	
		Total Communications	388,316	600,980	

Town of E	xeter				
Public Sa	fety Bud	dget			
For the Y	ears 201	18-2019			
Org	Object	Description	2018 Actual	2019 Budget	Explanation
<u>Health</u>	= 4 4 4 5				A ET. H. W. Office
01441105	51110	FH- Sal/Wages FT	52,404		1 FT: Health Officer
		Salaries Total	52,404	56,773	
		FH- Health Insurance			Health Buyout
01441105	52110	FH- Dental Insurance	1,787	1,830	YOY increase 2.3%
01441105	52120	FH- Life Insurance	126	126	
01441105	52200	FH- FICA	3,665	3,520	Based on wages: 6.2%
01441105	52210	FH- Medicare	857	823	Based on wages: 1.45%
01441105	52300	FH- Town Retirement	5,964	6,401	Based on wages: 11.38% Jan-Jun; 11.17% Jul-Dec
		Benefits Total	12,399	12,700	
		FH- Supplies	943		Health Inspection and office supplies
01441105	55224	FH- Postage	51	70	Health Dept. mailings
					Hazardous Materials Remediation & Consulting for Sportsmen's Club
		FH- Consulting	706	1,000	project
		FH- Mobile Communications	1,761		Phone plan & mobile data terminal usage for Health Officer.
01441105			85		Health Dept. dues & memberships
		FH- Software Agreement	2,125		Metverse forms and reporting
		FH- Travel Reimbursement	99		Mileage reimbursement for Health Officer
		FH- Conf/Room/Meals	135		Training, Meeting and Seminars for Health Officer
01441105	55191	FH- Mosquito Control	56,100		Mosquito control maintenance contract costs
		General Expenses Total	62,006	63,736	
		Total Health	126,808	133,209	
				·	
Safety Co	mplex				W. L. 0.0
01419411	55326	SC- Water/Sewer Bills	6,249	5,500	Water & Sewer
			- 400	40.000	HVAC, vehicle exhaust, lighting, carpeting, electrical, plumbing, 10 -
		SC- Building Maintenance	7,186		12' high overhead doors, 24/7 operation
		SC- Natural Gas	11,685		Natural Gas; new boilers, solar domestic hot water
01419411	55092	SC- Electricity	36,641		Supply- UMG fixed price contract expires 11/30/21; Delivery- Unitil
		General Expenses Total	61,761	71,500	
		Total Safety Complex	61,761	71,500	

Town of Exeter Public Safety Leases/Vehicles

General Fund		2018	2019	
	<u>Leases</u>			-
01-4194-0117-7301	GG- CO - Leases	110,488	110,488	Ladder Truck, Lease ends 2021
		19,410	19,410	Fire Alarm Truck, Lease ends 2019
		-	77,949	E-One Pumper Fire Truck, Lease ends 2024
		3,000	3,000	Patrol Motorcycle
	Total GF Leases	132,898	210,847	
	Vehicle Purchases			
01-4194-0117-7420	GG- CO - Vehicles	60,370	65,898	_2 Police vehicles
	Total GF Vehicle purchases	60,370	65,898	- -
	Total GF	193,268	276,745	-

EXETER FIRE DEPARTMENT MONTHLY CONSOLIDATED REPORT

PERIOD	ENDING:
MO:	DECEMBER

S LAST YTD 18 26 2 5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	Master Box, Fire Alarm Fire Alarm Maint/Malfunction Sprinkler System Malfunction Fire Alarm, Private EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	THIS MO. 21 1 0 5 85 THIS MO. 16 50 11 0 189 MO. 0 2 0	THIS YTD 226 82 9 114 1,284 THIS YTD 318 880 208 19 YTD 1 87 7	257 204 20 90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72 464
9 YTD 18 26 2 5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	Master Box, Fire Alarm Fire Alarm Maint/Malfunction Sprinkler System Malfunction Fire Alarm, Private EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 21 1 0 5 85 THIS MO. 16 50 11 0 189 MO. 0 2	226 82 9 114 1,284 THIS YTD 318 880 208 19 13140 YTD 1 87	257 204 20 90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
18 26 2 5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 15 15 2 15 15 15 15 15 16 16 17 16 17 16 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	Master Box, Fire Alarm Fire Alarm Maint/Malfunction Sprinkler System Malfunction Fire Alarm, Private EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	1 0 5 5 85 THIS MO. 16 50 11 0 189 MO. 0 2	82 9 114 1,284 THIS YTD 318 880 208 19 3140 YTD 1 87	204 20 90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
26 2 5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	Fire Alarm Maint/Malfunction Sprinkler System Malfunction Fire Alarm, Private EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	1 0 5 5 85 THIS MO. 16 50 11 0 189 MO. 0 2	82 9 114 1,284 THIS YTD 318 880 208 19 3140 YTD 1 87	204 20 90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
2 5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	Sprinkler System Malfunction Fire Alarm, Private EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	0 5 85 THIS MO . 16 50 11 0 189 MO . 0 2	9 114 1,284 THIS YTD 318 880 208 19 YTD 1 87	20 90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
5 3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	5 85 THIS MO. 16 50 11 0 MO. 0 2	114 1,284 THIS YTD 318 880 208 19 3140 YTD 1 87	90 1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
3 15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	EMERG. RESPONSES SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	## 189 MO. 0 2	THIS YTD 318 880 208 19 YTD 1 87	1,386 LAST YTD 227 789 212 2 3187 LAST 34 72
15 4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	THIS MO. 16 50 11 0 189 MO. 0 2	THIS YTD 318 880 208 19 3140 YTD 1 87	LAST YTD 227 789 212 2 3187 LAST 34 72
4 2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	THIS MO. 16 50 11 0 189 MO. 0 2	THIS YTD 318 880 208 19 3140 YTD 1 87	LAST YTD 227 789 212 2 3187 LAST 34 72
2 0 11 0 1 4 10 9 1 62 15 1 3 58 26	SERVICE CALLS Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	THIS MO. 16 50 11 0 189 MO. 0 2	THIS YTD 318 880 208 19 3140 YTD 1 87	LAST YTD 227 789 212 2 3187 LAST 34 72
0 11 0 1 4 10 9 1 62 15 1 3 58 26	Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 16 50 11 0 189 MO. 0 2	YTD 318 880 208 19 3140 YTD 1 87	227 789 212 2 3187 LAST 34 72
11 0 1 4 10 9 1 62 15 1 3 58 26	Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 16 50 11 0 189 MO. 0 2	YTD 318 880 208 19 3140 YTD 1 87	227 789 212 2 3187 LAST 34 72
0 1 4 10 9 1 62 15 1 3 58 26	Fire Alarm System Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	16 50 11 0 189 MO. 0 2	318 880 208 19 3140 YTD 1 87	227 789 212 2 3187 LAST 34 72
1 4 10 9 1 62 15 1 3 58 26	Radio Box System Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	50 11 0 189 MO. 0 2	880 208 19 3140 YTD 1 87	789 212 2 3187 LAST 34 72
4 10 9 1 62 15 1 3 58 26	Fire Permits Issued Service Call, Not Classified TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	11 0 189 MO. 0 2	208 19 3140 YTD 1 87	212 2 3187 LAST 34 72
10 9 1 62 15 1 3 58 26	TOTAL PART I PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	0 189 MO. 0 2	19 3140 YTD 1 87	2 3187 LAST 34 72
9 1 62 15 1 3 58 26	PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 0 2	3140 YTD 1 87	3187 LAST 34 72
1 62 15 1 3 58 26	PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 0 2	YTD 1 87	L AST 34 72
62 15 1 3 58 26	PART II FIRE PREVENTION Plan Reviews Drills/Public Education Pre-Planning Inspections	MO. 0 2	YTD 1 87	L AST 34 72
15 1 3 58 26	Plan Reviews Drills/Public Education Pre-Planning Inspections	0 2	1 87	34 72
1 3 58 26	Plan Reviews Drills/Public Education Pre-Planning Inspections	0 2	1 87	34 72
3 58 26	Drills/Public Education Pre-Planning Inspections	2	87	72
58 26	Pre-Planning Inspections			
26	Inspections	0	7	464
	<u>-</u>			
	A 1.1			
21	Assembly	1	52	51
	Education	0	56	29
	Healthcare	2	18	0
	Residential	0	54	89
0	Mercantile	1	19	22
0	Business	11	110	108
29	Industrial/Storage	2	5	78
1	Hazard Inspection	0	3	0
32	Oil Burner Inspection	1	23	14
6	Site Inspection/Multi	0	7	63
	Day Care Life Safety	2	9	11
	Tank Removal Inspection		1	0
104	Permits			
1	Assembly Permits	0	53	40
	Blasting Permits	0	6	1
2	Oil Burner Permits	1	21	11
4	Fire Alarm Permits	0	35	16
	Extingushing System Permits	0	11	19
	Tank Domoval Domita	0	1	1
3 274			n	0
3 274	Wool/Pellet TOTAL PART II	0 23	579	1123
	1 36 2 4 18	104 Permits 1 Assembly Permits 36 Blasting Permits 2 Oil Burner Permits 4 Fire Alarm Permits 18 Extingushing System Permits	1 Permits 1 Assembly Permits 0 36 Blasting Permits 0 2 Oil Burner Permits 1 4 Fire Alarm Permits 0 18 Extingushing System Permits 0 3 274 Tank Removal Permits 0	1

Emergency Responses	58	853	815
FIRE LOSS			
Structure	0	215200	95,100
Vehicles	0	0	3,000
Other	0	0	0
TOTAL FIRE LOSS \$	0	215,200	98,100

Monthly Property Vs. Esti	y Total Valu mated Dam age Lost	Je Jage	0
Percenta	age Lost		0%

Vest to Date	
i cai to Date	
Dronosty Total Value	20 20 14 VA (0.18 14 H
iriodelly iolai value	3,306,800
	_,
Wa Estimated Name	505 255
Year to Date Property Total Value Vs. Estimated Damage	232,300
	· · · · · · · · · · · · · · · · · · ·
_	
P	0.000/
IPARCANTANA I NET	0.08%
Percentage Lost	V:VV/U

AMBULANCE - PART III	THIS MO.	THIS YTD	LAST YTD	STATISTICAL INFO:			
				Personnel - Total	38		
Allergic Reaction	3	17	14				
Behavioral	6	123	111	a. Administrative	4		
Cardivascular	30	405	432	b. Permanent FF	26		
Diabetic	1	56	40	c. Civilian	1		
Gastrointestinal	19	173	170	d. Call FF	5		
Heat/Hyperthermia	0	8	4				
Hypothermia/Frostbite	0	0	1	Training Hours	THIS	THIS	LAST
Neurological	10	86	84	_	MO.	YTD	YTD
OB/GYN	0	7	4	a. Permanent	125	2300	2376
Poisoning/Overdose	2	45	44	b. Call	1	50	188
Opiod Response	2	21	19				
Respiratory Distress	10	169	207				
Toxic Exposure	0	3	5	TOTAL HOURS	126	2350	2564
Trauma	31	562	618				
Urinary Tract	1	27	40				
Vascular	8	38	44		THIS	THIS	LAST
Lift Assist	13	96	149	PART IV HEALTH	MO.	YTD	YTD
Hospital to Hospital	0	1	2				
Ambulance, Not Classified	4	61	4	1. Rest./Food Service	13	167	200
Ambulance Mutual Aid, Given	7	54	58	2. Residential Inspection	0	50	11
Ambulance Mutual Aid, Rec'd	0	13	60	3. Business Inspection	0	7	9
				4. Child Care Inspection	1	8	12
AMBULANCE TOTAL	147	1950	2110	5. Animal Complaint	0	4	5
				6. Nuisances	0	35	30
TOTAL PATIENT CONTACT	168	1950	2061	7. Disease Control/Rep.	0	0	0
				8. Healthcare/Hospital	0	14	13
THIS		LAST		9. Miscellaneous	2	56	47
Bandler - Bandler - Id	YTD	YTD			2.5		
Medicare/Medicaid 83	1136	1245		TOTAL PART IV	16	341	327
Commercial Insurance 16 Vehicle Insurance 3	254	264					
	13	2		AMBIII ANGE BEVENUE	T. 110	T	
	41	60		AMBULANCE REVENUE	THIS	THIS	LAST
No Transport 39	520	490			MO.	YTD	YTD
				Accounts Billed	150	4074	4445
BREAKDOWN BY AMBULANCE	SEDVIC	_		Accounts billed	158	1374	1415
BREARDOWN BY AMBULANCE	SERVIC	-		Amount Billed	07045	000 000	000000
	THIS	THIS	LAST	Amount Collected	87245	•	806690
	MO.	YTD	LASI	Amount Collected	39,000	547,344	564,138
ALS	88	736	698	•			
BLS	70	619	552	FIRE DEPT. REVENUE	TUIC	TUIC	LAST
BLS	70	019	552	FIRE DEFT. REVENUE	THIS	THIS	LAST
Potential EMS loss to					MO.	YTD	YTD
mutual aid response.	0	11,045	28,726	Accounts Billed	0	244	447
mutuai aiu response.	U	11,045	20,720	Accounts billed	8	344	417
				Amount Billed	055	47754	47054
				Amount Collected	255 255	47751	47651 45570
				Amount Collected	255	46452	45572
				HEALTH DEPT. REVENUE	THIS	THIS	LAST
				IILALIH DEFI. REVENUE	MO.		
					WO.	YTD	YTD
				Accounts Billed	11	86	99
				, toodario biilod	11	30	99
				Amount Billed	2850	26900	23950
				Amount Collected	2850	26900	23950
					2000	20000	20000

COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF EXETER

And

THE EXETER POLICE ASSOCIATION

January 1, 2018 through June 30, 2021

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An AGREEMENT between the Exeter Police Association hereinafter referred to as the "Association" and the TOWN OF EXETER hereinafter referred to as the "Town" and collectively referred to as the "Parties".

ARTICLE I Recognition

- 1.1 The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A.
- 1.2 Reference to the "Association" as exclusive representative of the employees means the Exeter Police Association, and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE II Employee Rights and Non-Discrimination

- 2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 2.2 The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.
- 2.3 There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

ARTICLE III Probationary Employees

- 3.1 All eligible full-time employees who have satisfactorily completed the twelvemonth probationary period and received their New Hampshire Police Standards certification, or other certification, if applicable, shall become permanent employees and shall become members of the bargaining unit.
- 3.2 No permanent employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for the purposes of this Article.

ARTICLE IV Management Rights

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

ARTICLE V Association Rights

- 5.1 The Association or committees of the Association may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.
- 5.2 Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.
- 5.3 The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.

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

ARTICLE VI <u>Dues Checkoff and Fair Share</u>

- 6.1 The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 6.2 The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.
- 6.3 An individual who is not a member of the Association who requests services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

ARTICLE VII Basic Work Schedule

7.1 All unit employees shall work on a schedule, which shall be developed by mutual agreement of the parties, and once established, such schedule shall remain in effect until it is replaced by mutual agreement.

Notwithstanding the above, the chief may unilaterally, temporarily modify the schedule for a period of not more than twelve weeks to accommodate sudden, unforeseeable circumstances, except vacations, which constitute severe staffing or scheduling problems.

Unforeseeable circumstances include, but are not limited to the following: personal days, bereavement days, military leave greater than 2 weeks, worker's compensation injuries, family medical leave, sick leave and relief of duty for internal investigations, post-traumatic stress incidents and discipline issues. The chief may modify the schedule for up to fourteen days to cover assigned schools.

The chief may modify the schedule if patrol division's officer levels drop below twelve patrol officers by moving the combination shift of 0700-1700 and 1700-0300 officer to the open shift, and, if the levels drop below eleven patrol officers the 0900-1700 officer may be assigned to the open shift for up to the balance of the rotation. Only those officers assigned to cover shifts may be reassigned to a different shift. These shifts are "cover shift" 9-5 and the 5-3 shift.

The patrol officer to be moved may "bump" a less senior officer by choosing to work a different work shift. The officer who is "bumped" must work the open shift and is not allowed to "bump" an officer less senior than he/she.

- 7.2 For pay purposes, the workweek shall begin at the beginning of the employee's regularly scheduled first shift on Monday morning and end one hundred and sixty eight (168) hours later.
- 7.3 All probationary employees, except employees on probation by virtue of a promotion, shall be assigned a schedule by the Town. As part of an unsatisfactory job performance review, which could occur at any time, an employee may have schedules assigned as part of a corrective or monitoring measure, subject only to the provision that a shift which is bid by a senior employee will not be interfered with by such corrective or monitoring measure.

All unit employees shall work permanent shifts based on schedules posted on a quarterly basis to commence annually on the first full week of April, July, October and January. Shift assignments shall be accomplished by seniority bidding. Seniority shall be based on the time in grade for the position of rank affected. The shift bid sign-up sheet shall be posted for at least seven days (from Friday at 1600 hours until the next Friday at 1600 hours). The schedule shall be posted at least three weeks prior to inception and shift bidding shall be completed within ten days of posting. Officers and Sergeants who have worked at least five (5) years with the Exeter Police Department will not be required to change shifts as part of the regular shift rotation process.

The Staff Sergeant will normally work an eight (8) hour shift, five (5) days per week, Monday through Friday. Sick leave, vacation, training and holiday pay will be addressed in a manner consistent with the eight hour per day, five day per week schedule while the sergeant is assigned to the staff division.

The Staff Sergeant shall be assigned to the Staff Division for a minimum period of twenty-four (24) months and a maximum period of forty-eight (48) months after which the Chief may select a Staff Sergeant from interested candidates (including the incumbent) who are at the rank of Sergeant.

Patrol Sergeants shall work at least two different shifts of the following three shifts; days, evenings and midnight shift, the cover shift will be considered an evening shift in a twelve month period.

Midnight sergeant works 2300-0700 4 on and 2 off 8 hour rotating days off. Evening sergeant works a 4 on and 2 off 8 hour rotating days off, 1500-2300. Cover sergeant works 2 evenings and 2 midnights 8 hour shift with rotating days off. Day sergeant works a 4 on 3 off 10 hour days with Tuesday, Wednesday

Day sergeant works a 4 on 3 off 10 hour days with Tuesday, Wednesday and Thursday off.

All Patrol Division employees below the rank of Sergeant, shall work at least two different shifts of the following three shifts; days, evenings or midnights, in a twelve month period.

All patrol officers shall bid and be assigned one of the following shift schedules:

0700-1500 0700-1700/1700-0300

1500-2300 1700-0300

2300-0700 0900-1700

For sworn Officers in the patrol division the 0900-1700 shift is considered a day shift and shall be a Monday through Friday work week with Saturday and Sunday as days off duty.

The 1700-0300 shift is considered an evening shift and will be a Wednesday through Saturday workweek with Sunday through Tuesday as days off duty.

The shift that combines the 0700-1700 and the 1700-0300 shift is considered an evening shift and shall be Saturday and Sunday 0700-1700 Monday and Tuesday 1700-0300 with Wednesday, Thursday and Friday as days off duty.

Sick leave, vacations, training and holiday pay will be addressed in the same fashion as a 4 and 3 schedule while an officer works the 1700-0300, and the combination shift of 0700-1700/1700-0300. Officers will bid expressly for these shifts.

The shift for the ACO/Parking Enforcement (unsworn) shall normally be Mon-Fri 0730-1530 and not required to be bid.

All dispatch employees except the dispatch coordinator shall work rotating shifts based on schedules posted by the town on a 13 week basis. Dispatchers may swap 13 week rotations if mutually agreed upon by both dispatchers. During a swap, the rotation originally assigned shall be counted and not the rotation worked. The rotation schedule will be days,

to cover to evenings, to swings to midnights.

- Day shift Tuesday through Saturday 0700-1500.
- Cover shift Sunday and Monday 0700-1500 Tuesday, Wednesday and Thursday 1500-2300
- Evening shift Friday through Tuesday 1500-2300
- Swing Shift Wednesday through Friday 1500-2300 Saturday and Sunday 2300
 -0700
- Midnight Shift Monday through Friday 2300-0700.

The town reserves the right to make any shift assignment adjustments using articulable reasons, to ensure proper and experienced personnel coverage for all shifts.

7.4 Swaps - Shift swaps must be paid back within thirty (30) days. Partial day swaps must be taken at the end or the beginning of the shift. A limit on the number of swaps shall be established by the Chief of Police or his designee in cases of abuse or excessive use of this privilege. Abuse is defined as, but not limited to, not paying back swaps in the allotted time frame, accumulating more than a week of owed swaps, or not covering an

agreed-upon swap.

7.5 Officers on the 4/2 schedule will work four 10-hour days on the short weeks with 2 hours added at the end of their shifts, except the midnight shift where 2 hours are added at the beginning of the shift.

ARTICLE VIII Overtime

8.1 Hours worked beyond the normal workday or beyond the normal workweek shall be paid at time and one half.

In calendar year 2018, after the first sixty-four (64) hours of sick leave used, any additional sick leave used will be excluded from the calculation of hours worked for purposes of determining overtime.

In calendar year 2019, after the first forty (40) hours of sick leave used, any additional sick leave used will be excluded from the calculation of hours worked for purposes of determining overtime.

In calendar year 2020, after the first twenty (20) hours of sick leave used, any additional sick leave used will be excluded from the calculation of hours worked for purposes of determining overtime.

- **8.1.1** The Parties agree that there shall be no claim for overtime compensation because of part-time work in a town department different from the employee's regular employment.
- 8.2 The supervisor shall give as much notice as practicable when overtime will be worked.
- 8.3 Time worked, for the purpose of this article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.1.1. Pay status shall mean time worked and paid time off.
- 8.4 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.
- 8.5 In the event that an employee is called back to work after leaving the work premises at the end of his/her regularly scheduled shift, he/she shall receive time and on-half pay for all time worked on such call-out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than three (3) hours pay at time and one-half. The work premises shall be defined as the police complex grounds. Employees called back with less than 48 hours' notice shall receive three hours pay at time and one-half. The Town will notify Union members at least eight (8) hours prior to the cancellation of a scheduled overtime shift. If such notice is not provided, at the Town's option, the Union member will either be granted a minimum of four (4) hours pay or will be required to work the shift. This provision will only apply when management is responsible for the

cancellation. This provision will not apply to Court cancellations.

- 8.6 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.
- 8.7 The Town and Association agree that the Town may convert to a bi- weekly pay system at any time with a thirty (30)-day notice to the Association and will not result in any loss of pay.

ARTICLE IX Holidays

9.1 The following are the official holidays for the term of the Agreement:

New Year's Day
Columbus Day
Presidents Day
Civil Rights Day
Veteran's Day
Thanksgiving

Memorial Day Day after Thanksgiving

Independence Day Christmas

Labor Day

- **9.1.1** Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.
- 9.3 For police officers arid dispatchers, payment for holidays shall be as follows.
- **9.3.1** Such employees covered by this agreement shall work their shift as scheduled regardless of the occurrence of holidays.
- 9.3.2 Each employee covered by this agreement will receive on the first pay period of November of each year, in addition to his/her regular pay, an amount that shall be determined by multiplying the amount of pay for his work shift by the number of holidays listed in 9.1 above which have occurred during the employee's term of employment during the current calendar year. Union members, at their election, may receive holiday pay incrementally (that is, included in the regular payroll for the pay period in which the Town's observance of the holiday falls) instead of in a lump sum. Union members electing to receive holiday pay incrementally must notify the Town of such election no later than November 1 in the preceding year, and must elect to receive holiday pay incrementally for the entire year.
- 9.3.3 Any employee who, after at least six months of full-time satisfactory employment in a current year, voluntarily terminates employment with the Police Department, shall be entitled to an amount in addition to his regular pay which amount is to be determined by multiplying the number of holidays which occurred during that employment by his/her amount of pay for one shift.
- 9.4 Employees shall be eligible for holiday pay at the date of employment.
- 9.5 The Town will pay only Patrol Officers, Sergeants and Dispatchers one and one-half

(1 1/2) times their regular rate of pay for hours actually worked on January 1st, Memorial Day, July 4th, Thanksgiving Day and Christmas Day. Detectives, School Resource Officers, Animal Control Officers and Dispatch Supervisors will have the option to take off January 1st, Memorial Day, July 4th, Thanksgiving Day and Christmas Day (or the day observed by the Town if the holiday falls on a weekend) without any loss of regular pay, provided that they will then forfeit an equivalent amount of pay from their annual holiday pay check in November. In order to administer these expanded benefits efficiently and effectively, any payment to Patrol Officers, Sergeants and Dispatchers for hours actually worked on any of these five (5) holidays will be included in the regular payroll for the pay period in which the holiday falls; and Detectives, School Resource Officers, Animal Control Officers and Dispatch Supervisors will be required to inform the Town which, if any, holidays they intend to take at least forty-five (45) days prior to the holiday.

ARTICLE X Wage and Salary Administration

- 10.1 Wages: Wages shall be administered in accordance with Appendix A.
- 10.2 <u>Longevity pay</u>- Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of November annually. Any member who voluntarily leaves the service of the Town prior to November 1st, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

After completion of:

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

Employees receiving payments under this section - Longevity Pay- shall continue to

receive the longevity payment in place on January 1, 2010, but no increases in these payments will occur and no additional employees will be eligible for such payments.

- 10.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period.
- 10.4 Beginning Salary The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.
- 10.5 Demotion If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitle him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.
- 10.6 When an employee is promoted s/he shall suffer no loss in compensation.
- 10.7 Temporary Assignment to Higher Position Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position, will be paid the minimum rate of pay for such a position or their regular rate of pay, whichever is more, such pay increase to start at the beginning of the second work shift.
- 10.8 Severance Pay Any employee who ceases or terminates his/her employment with the Town without first giving fourteen (14) days' notice of his/her intentions to quit said employment shall forfeit any severance pay.

Any employee who is employed by the Town as of the date of the execution of this Agreement who terminates his/her employment with the Town after having given fourteen (14) days' notice either to his/her Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Severance shall not apply to any employee hired by the Town after the date of the execution of this Agreement.

Any accrued sick leave shall be forfeited to the Town.

10.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken as such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by the Town, provided, however, that such provisions shall be retroactive to January 1st.

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

- 10.10 <u>Premium Instructor Incentive</u> An annual instructor incentive of five hundred dollars (\$500.00) shall be paid to departmental employees that conduct annual firearms instruction programs. This amount will be pro-rated based on the length of service. The amount will be paid in two installments of \$250.00 on the first pay periods in May and November.
- 10.11 <u>Dispatch Coordinator Stipend</u> This stipend will be eliminated effective at the beginning of the first rotation in April, 2010.
- 10.12 <u>Field Training Officers</u> shall receive one hour of overtime per 8 hour shift when specifically assigned and worked in training a new officer.
- 10.13 The Communications Training Officer shall receive one hour of overtime per 8 hour shift when specifically assigned and training another officer. Upon the execution of this Agreement, the Town and the Union hereby eliminate the practice of awarding the Communications Training Officer an additional personal day as compensation for conducting training.

ARTICLE XI Uniforms and Safety Equipment

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

ARTICLE XII Leave Administration

12.1 Annual Leave:

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

After first year five work days annually
After second year ten work days annually
After fifth year fifteen work days annually
After tenth year twenty work days annually
After fifteenth year twenty-five work days annually

For clarification employees working a 10 hours per day, on a four day on, three day off shift, must use one and one quarter (1 1/4) days of leave (10 hours) per work day off on annual leave.

Annual leave will be awarded on the employee's anniversary date, based on the above

schedule. As such, on each anniversary milestone, an additional five days (40 hours) will be awarded to the employee. Each January of a given year annual leave will be awarded and reset based on the above schedule and must be used by December 31st of each year. Except that employees may carry over 5 days (40 hours) into the next year.

- 12.1.2 Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.
- 12.1.3 Vacation administration: A two-week notice shall be considered sufficient notice for using annual leave. The two week notice may be waived by the chief or his designee in the event of an unforeseen circumstance. Any request for vacation will be based on a seniority first basis. Seniority for purposes of vacation leave shall be defined as length of service of the employee at his/her present rank. In the event a unit employee's scheduled days off fall between two vacation days or are taken in conjunction with other contractual leave time, management will use its best efforts not to force the employee to work, with the understanding that exigent circumstances or conditions may require management to call the employee in.

Up to two (2) vacation days may be taken with a minimum of twenty-four (24) hours' notice. If the vacation request cannot be covered by "paging out" the vacation days(s) shall be denied.

Vacation leave may be taken in four (4) or five (5) hour blocks depending on an eight or ten hour shift, at the beginning or end of each shift, unless otherwise approved by a department head and subject to the provisions of section 12.5.6. If an employee has less than 4 hours remaining in his/her bank he/she may take the remainder of the vacation at the beginning or end of another shift.

- 12.1.3.1 Vacation Schedule: Vacations shall be schedule between January 1st and December 31st, allocated in preference by seniority. All vacations must be taken prior to December 31st of the vacation year. A full vacation must be taken each year by each eligible employee. It is the policy of the Town not to grant payment in lieu of vacations.
- 12.1.3.2 Divided Vacation: A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider the following factors:
 - (a) Departmental work schedule and/or schedule for shut down.
- 12.1.4 Seniority for vacations shall be determined by the length of service in the position or rank affected.
- 12.1.5 Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.2 Sick Leave:

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

Days	Days
Per Month	Per Year
1.167	14

Sick leave may be accrued to 180 days for employees who have completed probation by April 1, 2010. New hires and persons on probation as of April 1, 2010 may accrue to 105 days. All employees with 15 or more years of service as of the first full pay period in April, 2010, will be credited with 180 days of sick leave at that time. See Appendix B for Sick Leave Bank.

- 12.2.2 Sick leave is earned from the first day of employment and, after the probationary period, may be used as earned.
- 12.2.3 Paid sick leave shall be granted for the following reasons:
 - (a) personal illness:
 - (b) non-compensable bodily injury or disease:
 - (c) exposure to contagious disease, or quarantine:
 - (d) Attendance upon member of the immediate family whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted.
 - (e) Attendance at an alcohol or drug rehabilitation facility, with prior notification of the department head and the Town Manager. If an officer voluntarily admits him/herself to an alcohol or drug facility, there shall be no disciplinary action taken as a result of that admission. Notification precludes discipline as the result of the admission of abuse. Such notification shall not preclude discipline for any prior acts.
 - (f) For medical appointments or procedures. The Member shall attempt in good faith to schedule such appointment or procedure outside of his her schedule. If this is not possible, the member shall schedule the appointment or procedure at the beginning or the end of the shift and the member will use sick time in one (1) hour increments as needed for the appointment or procedure. If, because of the appointment or procedure, the member is not able to return to work for at least half of his/her shift, the member will be permitted to use sick leave for the entire shift.

Employees absent for the above reasons shall report such absence to their supervisor immediately together with the reasons for the absence. A statement

may be required from a qualified physician (designated by the Town Manager and at town expense) certifying the condition of the employee or a member of the family who has been reported ill. A physician's certificate for all sick leave in excess of three (3) working days shall be required.

- 12.2.4 Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within one (1) year and had a satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.
- 12.2.5. In the event of retirement or death of an employee, she/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death.
- 12.2.6. Disabilities caused or contributed to by pregnancy, childbirth, and recovery there from shall entitle the employee to use accrued sick leave.

12.3 Bereavement Leave

- 12.3.1 An employee is entitled to be reavement leave at full pay, not to exceed three working days between the date of death and the date of the funerals inclusive for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean, spouse, parent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.
- 12.3.2 An employee is entitled to be reavement leave at full pay for one working day for the purpose of attending the funeral of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle.
- 12.4 Special leave of up to three days may be granted by the department head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 12.3.1or 12.3.2
- 12.5 <u>FMLA Leave</u>: Any employee seeking paid of unpaid leave for an FMLA purpose (See 12.5.3) shall apply in writing on Town forms. The application is subject to written approval of the terms by the Town Manager. The following conditions shall apply:
 - (a) An employee has less than 12 weeks of ordinary leave at the time of application. (Ordinary leave defined as: sick, vacation and personal leave), with the exception of placement of a child for adoption or foster care is which case only vacation and personal leave need be exhausted.
 - (b) An employee has worked for the Town at least 12 months and must have

- worked at least 1,250 hours in the 12 months prior to the date the requested leave begins.
- (c) Such leave must be taken within 12 months from the date the requested leave begins.
- (d) Time spent on unpaid FMLA leave shall not be considered in calculating ordinary leave.
- (e) Employees must give thirty (30) days advanced notice of the need to take unpaid FMLA leave, when it is foreseeable for the birth or placement of a child for adoption, or for planned medical treatment. When unforeseeable events occur that require FMLA leave, employees must give notice within one working day. Notice should be given either in person or by telephone to the employee's immediate supervisor who shall, in turn, inform the Town Manager.
- (f) The combination of ordinary leave for an FMLA purpose and unpaid FMLA leave shall not exceed a total of 12 weeks for each 12 month period the said employee has worked prior to the date the requested leave begins except as provided for under Section 12.5.1.
- **12.5.1.** Extensions of leave for additional periods may be granted by the Town Manager with approval of the Board of Selectmen.
- 12.5.2. At the expiration of the leave period if it is twelve weeks or less, the employee shall be reinstated in the same status as he/she held prior to the leave of absence. If the leave period granted exceeds twelve weeks, the employee may be reinstated in the same status as (she/he held prior to the leave of absence if the same status is available. If the same status is not available, the employee may be employed in the closest lower status available.
- 12.5.3. FMLA Leave shall be granted for:
 - (a) The birth and first year care of child;
 - (b) Adoption or foster placement of a child in employee's home;
 - (c) The serious medical condition of employee's spouse, child or parent, or,
 - (d) The employee's own serious medical condition.
- **12.5.4.** The following will be required of employees applying for FMLA leave:
 - (a) A completed Dept. of Labor form 380 Certification of Physician or Practitioner", said DOL Form 380 to be supplied by the employer; failure to provide said certification may result in the loss of the employee's right to return

to work after taking leave.

- (b) An "intent to Return to Work" notice, to be filed by the employee prior to the leave;
- (c) A "fitness-for-duty' certification prior to reinstatement;
- (d) Re-certification of condition may be required while employee is on leave.
- 12.5.5 The Town may require a second and third opinion of an employee's condition or a family member's health condition at Town expense. Said decision shall be made by the Town Manager, at his sole discretion, and the employee shall be informed of his/her decision by certified mail.
- 12.5.6 The minimum leave increment is fifteen (15) minutes.
- 12.5.7 Types of leave available to employees under FMLA:
 - (a) Intermittent leave: Leave taken in separate blocks of time due to a single illness or injury, rather than continuous periods of time, and may include leave periods from 15 minutes to several weeks. Medical appointments and chemotherapy are examples.
 - (b) Reduced leave schedule: A leave schedule that reduces an employee's usual number or working hours per work week or hours per work day. This is normally a reduction from full-time to part-time employment. An employee recovering from a serious health condition, who is not strong enough to work full-time, would be entitled to a reduced leave schedule. An employee who is deemed physically able to perform his/her tasks but for shorter periods of time would be covered by a reduced schedule leave.
- 12.5.8 The Town will maintain employee's coverage or group health benefits while employee is on FMLA leave. In the event the employee fails to return to work, s/h will be liable for any health insurance premiums paid by the employer during the unpaid leave.
- 12.5.9 Seniority will not continue to accrue while an employee is out on unpaid FMLA leave.
- 12.5.10 Married couples working for the Town are required to combine FMLA leave taken for the purposes set forth in 12.5.3 unless the leave requested is for the care of a sick child or of the other spouse, in which case each employee is entitled to 12 weeks of leave.
- 12.6 <u>Maternity Leave</u>: Any full-time employee who becomes pregnant may, subject to Town approval, remain employed during said pregnancy so long as said employee obtains a doctor's statement that she is able to perform the duties of her job adequately, it being the duty of said employee to provide such doctor a copy of the duties for which she is responsible under her job description. The Town may also require that said employee obtain a doctor's statement by a doctor chosen by the Town at Town expense that such

employee is capable of performing all duties of her job description. If conflicting opinions are rendered by the two doctors, a third doctor's opinion shall be obtained from a doctor mutually agreed upon by the Town and said employee at Town expense.

- 12.6.1 Paid Maternity/Paternity Leave: A permanent employee shall be entitled to use a limited amount of sick leave as paid maternity/paternity leave. The employee must give his/her supervisor at least four (4) weeks' notice that he/she intends to use sick leave as paid maternity/paternity leave. A biological parent may take fifty-six (56) hours of accumulated sick leave as maternity/paternity leave within six (6) weeks at or after the birth. This leave must be taken without interruption. Said leave shall also be applicable in the case of adoption. This provision does not disqualify employees for using FMLA leave under Section 12.5, provided however that any use of paid maternity/paternity leave will run concurrently with FMLA leave.
- 12.7 <u>Leave of Absence Without Pay</u>: A permanent employee, upon proper application in writing to an upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

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

- 12.8 Leave of Absence With Pay: The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.
- 12.9 Jury Duty: The parties hereby agree to adopt the Town's Jury Duty policy.
- 12.10 Military Leave: Any full-time employee shall be entitled to two (2) weeks leave with pay in accordance with the pay plan for duty with the reserve components of the Armed Forces of the United States, or the National Guard. This shall in no way affect his or her annual vacation status. The Town agrees to pay any full-time employee who serves such duty the difference between his earnings for Military leave and the average straight time hourly earnings which would have been realized had he/she worked a regular shift. In order to be eligible for payment, employees must furnish a written statement from the appropriate

Military Official showing the date and time served and the amount of pay received.

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

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

ARTICLE XIII Safety and Health

- 13.1 The Employer shall endeavor to provide and maintain safe working conditions as required by law.
- 13.2 The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

ARTICLE XIV Promotion, Layoff, Transfer, and Seniority

- 14.1 A vacancy or new position shall be filled in the following manner:
- 14.1.1 The Town shall post all open positions on employee bulletin boards for a period of seven working days. The posted position shall contain the following:

Title of Job

Closing Date of Application

Salary Range

Job Description

Minimum qualifications

Job Location

- 14.1.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.
- **14.1.3** In the event that two (2) or more applicants for any position appear to be equally qualified, preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.
- **14.1.4** When any two Town employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.
- 14.1.5 Promotions made where the employee has less than five years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month

probationary period. If continuous employment has been for five years or longer, the probationary period shall be for a period of six (6) months.

- **14.2** Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.
- 14.3 The employer shall give written notice to the employee affected of any proposed layoff and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.
- 14.4 Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

ARTICLE XV Benefits

15.1 <u>Medical Insurance</u> - Employees shall be provided with Major Medical, Health and Hospitalization insurance for themselves and dependents.

Available Plans. The Town shall pay eighty-seven percent (87%) of the premium cost for the Access Blue New England (AB20) RX 10/20/45 which carries a \$20 office visit copay and a \$100 ER co-pay. The town shall pay the following percentages for the Blue Choice POS (BC3T20) RX 10/20/45 which carries a \$20 office visit co-pay and a \$100 ER co-pay; effective 7/1/18 – 85%, effective 7/1/19 – 83%, effective 7/1/20 – 80%.

The employer will provide comparable plans if either of these plans become no longer available. At the employee's option, he/she may enroll in another medical plan offered by the town, subject to approval by the insurance carrier and subject to the town's open enrollment and/or change of status procedures.

15.1.1 <u>Dental Insurance</u> - Employees shall be provided with option 1B of Delta Dental. For themselves and their dependents, for which the premiums shall be borne by the Town.

15.2 Personal Loss:

- 15.2.1. At the Town's option, Employees shall either be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties, or such personal clothing will be replaced by the Town. This provision shall only apply in those instances where the loss is caused by something other than the Union member's own negligence or misconduct.
- **15.2.2.** At the Town's option, Employees shall either be reimbursed for the verified

loss of damage to any other personal property as a result of their official duties, or such personal property will be replaced by the Town, provided it is personal property required by the department head. For purposes of this section, personal property shall not include money. This provision shall only apply in those instances where the loss is caused by something other than the Union member's own negligence or misconduct.

- 15.3. <u>Life Insurance</u> Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars (\$25,000).
- 15.4 <u>Workman's Compensation</u> The Town of Exeter will provide a guaranteed salary for each full time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability.

The Town will make up the difference between the rate paid by Workman's Compensation insurance and the employee's salary, for a period not to exceed 104 weeks. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

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

ARTICLE XVI Police Department Provisions

- 16.1 Issued equipment shall be replaced when worn out or destroyed. For replacement, the item must be turned in or reasonable proof provided of its loss or destruction in the line of work.
- 16.2 Education Incentive Plan This shall be annual payment to the unit employees for formal college education courses completed in accordance with the following schedule. Payment shall be made on the first of September each year only upon satisfactory completion (a grade of "C" or better) of each segment.

Completion of 30 credit hours	\$260.
Completion of Associate's Degree or 60 credit hours	\$460.
Completion of Bachelor's Degree	\$800.

Employees receiving payments under this section - Educational Incentive Plan - shall continue to receive the incentive payment in place on January 1, 2010, but no increases in these payments will occur and no additional employees will be eligible for such payments.

Each unit employee shall be reimbursed for fifty (50%) percent of the course

tuition for ail courses approved by the Chief and successfully completed (a grade B or better) up to a maximum of five hundred dollars (\$500) per year within the limitation of the current year budget. Allocation of available funds for education reimbursement shall be based on a seniority-first basis.

Employees shall only be eligible for tuition reimbursement or education incentives, not both, and must make that election at the successful completion of the course. An election to accept tuition reimbursement shall not jeopardize an employee's education incentive previously earned.

- 16.3. Any article of clothing required to be worn as part of the uniform shall be supplied, maintained, and cleaned by the Town. In addition, with the approval of the Chief, Officers assigned to special details will be allowed to purchase, at Town expense, suitable civilian clothing, such as suit coats, trousers, hats, shirts, and suits. The Town will replace any article of clothing or repair any article of clothing, the damage to which resulted from any enforcement action or legitimate police activity. As used herein, "special details" shall mean any police employees assigned to work in civilian clothing, including, but not limited to the detective and juvenile officer. Payment shall be made in the amount of \$100.00 per calendar quarter.
- **16.4.** All private details shall be assigned through the police department, and shall be paid through normal payroll channels in a separate check at the rates set by the Exeter Police Association. Such payment shall be subject to all normal statutory deductions and contributions as is the regular payroll. The Town reserves the right to assess private employers an administrative fee to cover its actual cost.
- **16.5.** All private details shall be assigned by the department on a rotating basis to qualified employees who desire the work in such a way as to allow all such employees' equal access to private detail work.
- **16.6.** When an employee is required to appear in court outside his regularly scheduled shift, s/he shall receive duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of three hours pay.

An employee shall be notified of the cancellation of a scheduled court appearance for any reason within forty-eight hours prior to the scheduled appearance, if not, the employee shall be entitled to two hours pay at the regular rate.

ARTICLE XVII Discipline and Involuntary Separation

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

ARTICLE XVIII Grievance Procedure

18.1 The purpose of this Article is to provide the mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or

misapplication with respect to one or more unit employees, of any provision of this Agreement.

- 18.2 An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the department head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.
- 18.3 The department head shall meet with the grievant and union representative to provide a written reply within seven (7) working days.
- 18.4 Any appeal from that reply shall be in writing to the Town Manger within seven (7) working days of receipt of the department head's answer.
- 18.5 The Town Manager shall meet with the grievant and union representative and provide a written reply within fourteen (14) working days.
- 18.6 If the union wishes to appeal the grievance to arbitration, it shall request a list of arbitrators from the New Hampshire Public Employee Labor Relations Board within fourteen (14) working days of the date of the Town Manager's written reply.
- 18.7 The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.
- 18.8 The Board of Selectmen shall meet within fifteen working days of receipt of the arbitrator's award to approve modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.
- 18.9 Failure by the grievant or the union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial, thus permitting an appeal to the next step.
- 18.10 Any time limits herein may be extended by mutual agreement
- 18.11 "Working days" shall mean Monday through Friday, excluding holidays designated in 9.1.

ARTICLE XIX Separability

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

ARTICLE XX Notices

20.1 Whenever a written legal notice is required to be given by the Town to the

Association, such notice shall be given to the Exeter Police Association, P.O. Box 485, Exeter, NH 03833.

20.2 Whenever written legal notice is required to be given by the Association to the Towns such notice shall be given to the Exeter Board of Selectmen.

ARTICLE XXI Duration and Re-Opening

- 21.1. This Agreement as executed by the parties shall remain in full force and effect ending at 11:59 p.m. on June 30, 2021 or until replaced by a successor agreement. No cost items will be retroactive unless specifically identified as retroactive and approved as such by the Board of Selectmen and Town Meeting.
- 21.2 Renegotiations of this Agreement will be effected by written notification by one Party as required by 273-A, as amended. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this 3rd day of July, 2018.

FOR THE TOWN

FOR THE ASSOCIATION

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APPENDIX A

- 1. Employees will be placed on the Appendix A pay schedule in accordance with Appendix C effective July 1, 2018.
- 2. The first pay period of July, 2019 all eligible bargaining unit members will be granted a step increase for those not at MAX.
- 3. The first pay period of July, 2020 all eligible bargaining unit members will be granted a step increase for those not at MAX.
- **4.** Those employees at MAX step (ie those not receiving a step on either 7/1/19 or 7/1/20 and not probationary employees) will receive a 1% stipend on 7/1/19 and 7/1/20.
- 5. The current Animal Control Officer will receive a 1% stipend not added to base on July 1, 2018, July 1, 2019, and July 1, 2020.
- 6. The current Dispatch Supervisor will receive a 1% stipend not added to base on July 1, 2018, July 1, 2019, and July 1, 2020.
- 7. Each step represents a 2.5% increase.
- **8.** Employees promoted to Sergeant will be placed on the lowest Sergeant step that is at least five percent (5.0%) above the employee's current wage.

APPENDIX A – PAY PLAN JULY 1, 2018 – JUNE 30, 2021

Exeter Police Association Pay Plan July 1, 2018 - June 30, 2021

Police Sergeant		Patrol (Patrol Officer		ACO		Dispatcher		
Step	Rate	Step	Rate	Step	Rate	Step	Rate		
1	30.50	1	22.68	1	19.59	1	18.11		
2	31.26	2	23.25	2	20.03	2	18.56		
3	32.05	3	23.83	3	20.47	3	19.03		
4	32.85	4	24.43	4	20.93	4	19.50		
5	33.67	5	25.04	5	21.40	5	19.99		
6	34.51	6	25.67	6	21.87	6	20.49		
7	35.37	7	26.31	7	22.36	7	21.00		
8	36.26	8	26.96	8	22.86	8	21.93		
MAX	37.16	9	27.64	9	23.37	9	22.06		
		10	28.33	10	23.89	10	22.62		
		11	29.04	11	24.42	11	23.18		
		12	29.76	12	24.97	12	23.76		
		13	30.51	13	25.53	13	24.35		
		MAX	31.27	14	26.09	MAX	24.96		
				MAX	26.68				

APPENDIX B

Sick Leave Bank

A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time (and regular part time benefited) employees against loss of income due to long term illness or disability.

- 1. The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units which elects to participate (SEIU Local 1984, Exeter Fire Association, Exeter Police Association) and appointees of the Town Manager one more than the aggregate number of members representing the bargaining units. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.
- 2. Employees eligible to withdraw sick leave days from the "Bank" must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.
- 3. Sick leave days may be deposited in the Sick Leave Bank in the following manner: Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of his/her accumulated sick leave to the "Bank" on December 31st of the year that the employee initially joins the "Bank." Employees will continue to contribute two (2) days annually on December 31, unless they give written notification to the Sick Leave Bank Committee by December 31st.
- 4. The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year.
- 5. Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.
- 6. In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up. all of his/her accumulated sick leave, and be a participant in the "Bank."
- 7. In order to be eligible to make application to the "Bank", an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of work missed; or resulting in five (5) days without pay, whichever comes first. That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the "Bank" until he/she has gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the "Bank" on the day following the exhaustion of his/her own accumulated sick leave. Paid vacation and/or personal leave may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness in the same year, then this paragraph may be waived by the Sick Leave Bank Committee.

- **8.** The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or personal leave for leave available from the Sick Leave Bank.
- **9.** Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.
- 10. To the extent the Town offers long term or short term disability benefits, said benefits may not be supplemented by the "Bank" so as not to exceed 100% of an employee's income for the period of the long term illness or disability.
- 11. Should the Bank be eliminated, all days accumulated in the Bank shall be divided among the participants in the proportion that each contributed to the Bank, minus total days used.
- 12. Applications to join or withdraw time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources Director.

APPENDIX C - See attached.

APPENDIX C

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Increases - Potential Town			!		Town Proposed					
	As of July 1, 2017		T		As of July 1, 2018					
	yrs of ser	Step	current rate	2080	yrs of ser	Step	7/2018 rate	2080	% Inc.	ŚŚ
Butts	10		33.72	70,138	11	. 6	34.51	71,781	2.34%	1,64
Bolduc	10	9	32.99	68,619	11	. 6	34.51	71,781	4.61%	3,16
Tilton	6	9	32.99	68,619	7	6		71,781	4.61%	3,16
Raunauro		5	30.2	62,816	7	2		65,030	3,52%	2,21
Sankowich	1	6	30.87	64,210	2	3	32.05	66,656	3.81%	2,44
			 			 				
D'Amato	22	max	30.58	63,606	23	max	31.27	65,044	2.26%	1,43
Mulholland	22	max	30.58	63,606	23		. 31.27	65,044	2.26%	1,43
						11100	. 31.27	65,044	2.20%	1,45
Ingenito	2	min	22.96	47,757		. 3	23.83	49,573	3.80%	1,81
Suglia	1	2		49,920	! 2			52,082	4.33%	2,16
Hanna i	1	1	23.47	48,818	; 2	4		50,812	4.09%	1,99
Robicheau	1	2	24.00	49,920				52,082	4.33%	2,16
Bullis	3	2	24.00	49,920 i				52,082	4.33%	
Oppenlander	5	4	25.08	52,166	6	· i		54,719	4.89%	
Graciale	4	3	24.53	51,022	- · · · · · · · · · · · · · · · · · · ·			53,384	4.63%	2,36
O'Connor	4	3	24.53	51,022 :			<i>,</i>	53,384	4.63%	
Nadeau	4	3	24.53	51,022	5	6	25.67	53,384	4.63%	2,36
West	3	3	24.53	51,022		6	· · · · · · · · · · · · · · · · · · ·	53,384	4.63%	2,36
Page	13	7	26.79	55,723	14	13	30.51	63,457	13.88%	7,73
Byron	11	. 6	26.21	54,517	12		29.76	61,909	13.56%	7,39
Saluto	. 12	8	27.39	56,971	13	13	30.51	63,457	11.38%	6,48
Vacant			T'' - ''' :- :-			:	22.68	47,184 sta		
Vacant (2)	0		; <u>:</u>				22.68	47,184 sta		
Jones	17	max	26.68	55,494		 	1% annual stipend	·		
			T			 -				
Devonshire	10	max	27.53	57,262	i		1% annual stipend			
Guilbeault	30	max	24.42	50,794	i	max	24.96	51,925	2.23%;	1,13
Boireau	15	, max	24.42	50,794		max	24.96	51,925	2.23%	1,13
Galvin !		7	21.39	44,491	14	12	23.76	49,423	** ***	
Vacant			18.11	37,667		4	18.11	37,667	11.08%	4,93
Raymond	2	1	18.74	38,979	4	·	19.5	40,564	0.00% 4.07%	1.50
						 	13.3	+0,,00+	4.0/%	1,58
Note: If officer attends aca	demy it is acader	ny rate of 45,000	annualized			T		i		·
Kapinos and Stanzione will										
Jones, Devonshire, Guilbea		ases not added to	base ·							
Dispatch Supervisor will be	compensated 10	% above highest	step of dispatch s	cale						

. Patal Malla 7-3-18

EXETER POLICE DEPARTMENT CRIME ANALYSIS REPORT YEAR-TO-DATE 2018

OFFENSES	2018	2017	2016
HOMICIDE			
MURDER/NON-NEGLIGENT MANSLAUGHTER	1	0	0
NEGLIGENT MANSLAUGHTER	0	1	0
HOMICIDE TOTALS	1	1	0
ROBBERY			
STRONG ARM	0	0	0
UNARMED ROBBERY	2	5	0
ROBBERY - TOTAL	2	5	0
ASSAULT			
AGGRAVATED (2nd degree assault)	2	7	3
CRIMINAL THREATENING/INTIMIDATION	30	20	3
SIMPLE	28	41	34
ASSAULT -TOTAL	60	68	40
BURGLARY	7	8	17
LARCENY/THEFT			
SHOPLIFTING- (Willful Concealment)	6	1	3
THEFT FROM A BUILDING	9	5	3
THEFT FROM A M/V	79	72	20
THEFT OF M/V PARTS	2	2	0
ALL OTHER LARCENY	14	4	0
THEFT BY UNAUTHORIZED TAKING	NEW 94	81	73
LARCENY/THEFT - TOTAL	204	165	99
FRAUD			
COUNTERFEITING/FORGERY	8	10	7
FALSE PRETENSES	25	24	0
CREDIT CARD FRAUD	11	12	6
IMPERSONATION	16	17	0
FRAUD - TOTAL	60	63	13
RECEIVING STOLEN PROPERTY	7	3	6
VANDALISM/CRIMINAL MISCHIEF	37	51	50
SEX OFFENSES			
FORCIBLE RAPE	6	10	0
FORCIBLE FONDLING	6	7	3
STATUTORY RAPE	2	2	4
PORNOGRAPHY/OBSCENE MATERIAL	8	2	4
INCEST	0	1	0
SEX OFFENSES - TOTAL	22	22	16

EXETER POLICE DEPARTMENT CRIME ANALYSIS REPORT

OFFENSES AGAINST THE FAMILY				
CHILD NEGLECT	1	0	0	
ENDANGERING THE WELFARE OF A CHILD	1	5	0	
TOTAL	2	5	0	
ABDUCTION/KIDNAPPING				
KIDNAPPING	0	0	0	
FALSE IMPRISONMENT	0	0	0	
INTERFERENCE WITH CUSTODY	0	0	0	
TOTAL	0	0	0	
DRUG/NARCOTICS VIOLATIONS				
POSSESSION OF DRUG PARAPHERNALIA	6	27	16	
Drug violation	29	32	30	
TOTAL	35	59	46	
LIQUOR LAW VIOLATIONS				
ATTEMPT TO PURCHASE ALCOHOL	0	0	0	
UNLAWFUL POSSESSION OF ALCOHOL	3	14	12	
PROHIBITED SALES: ALCOHOLIC BEVERAGE	2	6	3	
TRANSPORTATION OF ALCOHOLIC BEVERAGE	3	1	3	
TRANPORTING ALCOHOLIC BEVERAGE PASS	1	1	2	
FACILITATING A DRUG OR UNDERAGE PARTY	1	1	0	
OPEN CONTAINER	1	1	0	
DRUNKENNESS	4	2	0	
TOTAL	15	26	20	
ARSON	1	0	0	
M/V THEFT	2	8	3	
BAD CHECKS	6	5	5	
LOITERING/VAGRANCY	0	1	0	
DISORDERLY CONDUCT	16	12	14	
DWI/DUI	61		65	
PAPERWORK SERVICES	417	519	594	
TOWN BY LAW OFFENSES	61	62	58	
TOTAL	29 35 HOL COHOL SEVERAGE SUIC BEVERAGE SERAGE PASS 1 1 1 4 15 1 1 2 6 0 16 61 417			

EXETER POLICE DEPARTMENT CRIME ANALYSIS REPORT YEAR-TO-DATE 2018

M/V ACCIDENTS	2018	2017	2016	
FATAL	0 -	0	0	
PERSONAL INJURY	50	34	45	
VS. PEDESTRIAN	1	4	4	
NON INJURY	241	260	237	
M/V ACCIDENTS - TOTAL	292	298	286	
M/V STOPS	4.7	2.0	2.0	
Arrests	17	20	20	
SUMMONSES	544	774	736	
WRITTEN WARNINGS	1776	2757	2700	
VERBAL WARNINGS	5515	6003	5909	
VOIDED	16	22	36	
M/V STOPS - TOTAL	7,868	9,576	9,368	
~~~~COMMON VIOLATIONS~~~~	-			
SPEEDING	2106	2276	2042	
REGISTRATION & INSPECTION	1227	2126	2401	
LICENSE VIOLATIONS	283	413	386	
REGULATORY SIGNS & SIGNALS	559			
HANDS FREE VIOLATIONS	633	759	741 605	
THAINDSTILLE VIOLATIONS	033	, 55	003	
Total Arrests	340	383	418	
MISCELLANEOUS CALLS FOR SERVICE	8,607	7,061	8,725	
Total Police Calls	16,702	18,728	19,361	
FIRE DEPARTMENT		1221		
FIRE CALLS FOR SERVICE	1826	1981	2245	
MEDICAL CALLS FOR SERVICE	1950	2012	1917	
FIRE DEPARTMENT INSPECTIONS	375	339	358	
TOTAL	4,151	4,332	4,520	
CALLS FOR SERVICE - TOTAL	21,926	23,060	23,761	
2018 2017				
Phone calls 21,768 25,189				
911 Calls 2,662 3,431				
2,002 3,431				
M/A 911 6 7				

#### **AGREEMENT**

between the

#### EXETER PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 3491

and the

TOWN OF EXETER, NH

2016 - 2017

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

## ARTICLE 1 Recognition

- 1.1 The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of the Exeter Permanent Firefighters' Association dated September 11, 1978: Firefighters, Lieutenants and Captains.
- 1.2 Reference to the "Association" as exclusive representative of the employees means the Exeter Professional Firefighters' Association and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

# ARTICLE 2 Employee Rights and Non-Discrimination

- 2.1 The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.
- 2.2 The Town shall furnish each employee who is hired after the signing of this Agreement with a copy of the Agreement.
- 2.3 There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

## ARTICLE 3 Probationary Employees

- 3.1 All eligible full-time employees who have satisfactorily completed the probationary period shall become permanent employees and shall become members of the bargaining unit.
- 3.2 No permanent employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.
- 3.3 Notwithstanding any other provision to the contrary, RSA 273-A:1, IX, (d) shall prevail in the definition of probationary employees.

### ARTICLE 4 Management Rights

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

## ARTICLE 5 Association Rights

- 5.1 The Association, or committees of the Association, may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.
- 5.2 Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.
- 5.3 The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.
- 5.4 The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such request to not more than once per month.

### ARTICLE 6 Dues Checkoff and Fair Share

- The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.
- 6.2 The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.
- An individual who is not a member of the Association who requests services of the Association in a grievance representation shall be charged the full fair costs to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

## ARTICLE 7 Basic Work Schedule

- 7.1 Any current work schedule change shall be subject to two weeks' notice, except in an emergency.
- 7.2 For pay purposes, the work week shall begin at 0800 on Monday and end at 0759 the following Monday for all employees.
- 7.3 The hours of work for the Exeter Fire Department shall be forty-two (42) hours a week based on a schedule of the following:
  - (a) Schedule

One 24 hour day

One 24 hour day off One 24 hour day Five days off

- 7.4 The employer agrees to authorize a staffing level of not less than five (5) Fire Department Personnel available for response as follows: in FY06, nights (the traditional 14 hour night shift), weekends, and holidays, in FY07, 24 hours per day, 7 days per week.
- 7.4.1 The employer further agrees that should it become necessary to change that number for reasons of economy, lack of personnel or any other such reason, the employer will discuss the matter with the Association. None of the provisions of Section 7.4, Minimum Manning, shall be grievable under Section 19, Grievance Procedure.

## ARTICLE 8 Overtime

- 8.1 Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one-half.
- 8.2 Any person covered by this Agreement shall be required to report for duty when notified. Should such duty constitute work beyond the regular work day or week, compensation shall be at the rate of one and one-half (1½) times the regular rate.
- 8.3 The Parties agree that there shall be no claim for overtime compensation because of part time work in a Town department different from the employee's regular department.
- 8.4 The supervisor shall give as much notice as practicable when overtime will be worked.
- 8.5 Time worked, for the purpose of this Article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.3. Pay status shall mean time worked and paid time off.
- 8.6 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.

## ARTICLE 9 Call Backs

- 9.1 In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive pay according to the following rates:
- 9.1.1 For calls between 12:00 midnight and 6:00 a.m., two (2) hours pay at time and one-half.
- 9.1.2 For calls between 6:00 a.m. and 12:00 midnight, one (1) hour pay at time and one-half.
- 9.1.3 The minimum call back shall be one hour. Any portion of succeeding hour(s) that exceed ten (10) minutes will be considered to be a full hour. In the case of an extension of a regular shift due to an alarm (a holdover), employees shall be paid overtime in increments of one-half (1/2) hour.
- 9.2 Time calculations for call back shall begin at the tone-out or dispatch for emergency duty. Termination of time period shall be when an individual is released from duty by the Duty Officer or Officer in Charge.
- 9.2.1 In the event a second alarm comes in while the employee is still in the immediate vicinity of the Public Safety Complex (whether the employee has been dismissed or not dismissed from the first call), the duration of the second call shall be added to the duration of the first, less any time of overlap, to make one continuous call for the purpose of calculating the total time worked.

- 9.3 Mandatory Training call back shall be subject to the provisions of this section.
- 9.4 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

#### ARTICLE 10 Holidays

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

New Year's Day
Civil Rights Day
Presidents Day

Veteran's Day

Memorial Day Thanksgiving

Independence Day Day after Thanksgiving

Labor Day Christmas

- 10.1.1 Employees covered by this Agreement shall work their shift as scheduled regardless of the occurrence of holidays.
- 10.2 Payment for holidays will be as follows:
- 10.2.1 Each employee covered by this Agreement will receive in November of each year, in addition to his or her regular pay, an amount that shall be determined by multiplying his or her average hourly pay by an average twelve-hour work shift, and by the number of holidays (listed in 10.1) that have occurred during the employee's term of employment during that current calendar year.
- 10.2.2 Permanent full-time employees who resign during any portion of a calendar or fiscal year, shall be entitled to payment as defined in 10.2.1 for those holidays occurring during the period they were employed.
- 10.3 Employees shall be eligible for holiday pay at the date of employment.

## ARTICLE 11 Wage and Salary Administration

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

- 11.1.2 Effective the first full pay period in July 2017, employees on the pay schedule shall receive a step increase, and employees already at the top of the pay schedule (and therefore not eligible for a step increase) will receive a bonus payment equal to 0.75% of their base pay, which amount will not be added to their base pay. This bonus payment will be paid as follows; one half in July 2017 and one half in December 2017.
- 11.1.3 In future years, the senior employee positions who received a step increase in 2011 will be designated as the "odd year group" and the employee positions who received a step increase in 2012 will be designated as the "even year group". A new employee will be placed in whichever group the employee's position he or she is filling was designated. However, a new employee will be entitled to a one step increase after one year probation and thereafter will be placed in the appropriate group, but in no circumstance shall that employee receive two step increases in the same calendar year.
- 11.1.4 Those stipends being paid by the Town as of January 1, 2013 will remain at the same rate and with the incumbent employee during the term of this Agreement, except that the Town reserves the right, at its sole discretion, to completely eliminate both the stipend and the tasks for which the stipend is being paid, or to shift both the stipend and the tasks for which the stipend is being paid to another Town employee.
- 11.2 Longevity Pay Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

#### After completion of:

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

- 11.2.1 Full-time employees hired after January 1, 2006 shall not be eligible for longevity pay.
- 11.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period. The Town and the Association agree that the Town may convert to a bi-weekly pay system at any time with a two-week notice to the Association and will not result in any loss of pay.

- Beginning Salary The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.
- 11.5 <u>Demotion</u> If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.
- 11.6 When an employee is promoted s/he shall suffer no loss in compensation.
- 11.7 <u>Temporary Assignment to Higher Position</u> Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position for one full workweek, will be paid at the higher position classification that equals at least a 5% increase over their regular rate of pay.
- 11.8 Severance Pay —Any employee who retires from his employment with the Town after having given fourteen (14) calendar days notice either to his Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Any accrued sick leave shall be forfeited to the Town. Any employee who ceases or terminates his/her employment for reasons other than retirement shall not be entitled to any severance pay.
- 11.8.1 Any employee after one year of service who is laid off from his/her employment with the Town shall be entitled to one week's severance pay plus any unused portion of annual leave. Any accrued sick or personal leave shall be forfeited to the Town but shall be restored to an employee who had been laid off upon reemployment with the Town provided such reemployment is within two (2) years of the date of the layoff. The leave restored will be established as that leave which was available to the employee upon their date of layoff.
- 11.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.

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

- 11.10 Physical Fitness: All department members are required to participate in a Fire Department fitness program. The department values the health and well being of its members so this program will not be punitive in nature. Each member will document a minimum of one (1) hour of physical fitness training during the regular 48 hours worked each week, unless waived and approved by the Chief. (Attendance reports from local gyms (Synergy, Great Bay, etc.) will be accepted as documentation in lieu of the on-duty physical fitness programs. Other individual physical fitness programs will be documented by the training officer and approved by the Chief. To the extent that extenuating circumstances interrupt a regularly scheduled workout session, the officer in charge may waive that day's requirement by notifying the Chief in writing with the reasons. Workouts may be rescheduled during a regular shift to maintain the fulfillment of the requirement outlined in this paragraph. The Town will not enforce the requirements of the physical fitness program if necessary equipment is not functioning or available for the duration the equipment is either not functioning or not available.
- 11.11 Crew Chiefs. Members covered by this Agreement designed by the Fire Chief as Crew Chiefs shall be paid \$1,000 per year, said amount to be paid bi-weekly in accordance with the Town's payroll.
- 11.12 A Lieutenant also certified as a paramedic shall be paid \$1,000 per year, said amount to be paid weekly or bi-weekly in accordance with the Town's payroll.

#### 11.13 Departmental Paid Education:

- a. MANDATORY COURSES: Mandatory courses are courses where personnel are required to attend. Personnel shall be paid time and one-half for all hours attended while off duty. Mandatory courses shall be determined by the Fire Chief and shall be equitably distributed to personnel meeting the prerequisites of the course.
- b. TIME OFF: Time off for attendance at a course, is not authorized. The Fire Chief may make exceptions on an individual basis when extenuating circumstances exist.
- c. NATIONAL FIRE ACADEMY COURSES: No overtime or additional time off is authorized for personnel attending classes at the National Fire Academy. The schedule is arranged to allow the day preceding and succeeding the course as travel days. An employee returning from the National Fire Academy will not be unreasonably denied vacation or personal leave for the next duty days.
- 11.14 Compensation for such educational and training programs shall be as follows:
  - (a) College Credit Programs: Full tuition and books
  - (b) Seminars and Training Programs: Tuition, fees, lodging and travel as required by the type of program and time and location.
  - (c) Reimbursement for course tuition will be paid upon successful completion of an approved job related course with a grade of B or better. The employer shall

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

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

## ARTICLE 12 Uniforms and Safety Equipment

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

## ARTICLE 13 Leave Administration

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

After one (1) year of service - forty-eight (48) hours annually;

After two (2) years of service - ninety-six (96) hours annually;

After five (5) years of service – one hundred forty-four (144) hours annually:

After ten (10) years of service - one hundred sixty-eight (168) hours annually:

After fifteen (15) years of service - one hundred ninety-two (192) hours annually;

After twenty (20) years of service – two hundred forty (240) hours annually.

- 13.1.2 Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.
- 13.2 Vacation Administration
- 13.2.1 <u>Vacation Schedule</u>: Commencing on April 1st and on the first of each consecutive month, all employees must submit their vacation requests for that month. Vacation may be canceled provided that the Department has 24-hours prior notice.
- 13.3 <u>Divided Vacation</u>: A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider the following factors:
  - a. Departmental work schedule and/or schedule for shut-down.

- b. The minimum period into which the first two weeks of vacation may be divided will normally be one week.
- 13.4 <u>Maintenance of Vacation Schedules</u>: Vacation schedule for employees in all departments shall be maintained by the Department Head and should be posted in each department no later than June 1st of the year.
- 13.5 Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.
- 13.6 Notwithstanding 13.2.1 above, any employee who, by virtue of reaching his/her anniversary date between October 15th and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time until March 1st of the following year.
- 13.7 Sick Leave:
- 13.7.1 Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service:

Hours per Month	Hours per Year	Maximum Accumulation
12	144	1440

- 13.7.2 Sick leave is earned from the first day of employment and, after the probationary period, may be used as earned.
- 13.7.3 Paid sick leave shall be granted for the following reasons:
  - a. personal illness;
  - b. non compensable bodily injury or disease;
  - c. exposure to contagious disease, or quarantine;
  - d. attendance upon member of immediate family whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided, however, that extensions will not be denied unreasonably.
- 13.7.4 Employees absent for the above reasons shall report such absence to their supervisor immediately together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at Town expense) certifying the condition of the employee or a member of the family who has been reported ill.

- 13.7.5 Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within two (2) years and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.
- 13.7.6 In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate of pay at the time of such retirement or death.
  - (a) Retirement means leaving Department employment upon qualifying under a statutory provision, such statutory provision being a period of service ordinarily of twenty (20) years for fire personnel and attainment of age forty-five (45) in anticipation of receiving retirement benefits.
- 13.7.7 Disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom shall entitle the employee to use sick leave.

#### 13.8 Bereavement Leave:

- 13.8.1 An employee is entitled to be reavement leave at full pay, not to exceed three (3) working days for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean: spouse, parent, grandparent, brother, sister, child, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.
- 13.8.2 An employee is entitled to be reavement leave at full pay for one (1) working day for the purpose of attending the funeral of a grandchild, brother-in-law, sister-in-law, aunt or uncle.
- 13.8.3 Special leave of up to three (3) days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 13.8.1 or 13.8.2.
- 13.9 <u>Leave of Absence Without Pay</u>: A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.
- 13.9.1 Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action, including dismissal.

- 13.9.2 In the case of a request for a maternity leave of absence, such request shall be granted for a period of up to three (3) months. Any full time employee who becomes pregnant shall be entitled to remain employed during said pregnancy, so long as she is able to perform her job adequately.
- 13.10 Definition of leave for the purpose of this section shall mean:
  - (a) When requesting a leave of absence for illness, all sick leave and vacation leave shall be exhausted.
  - (b) When requesting a leave of absence for personal reasons, all vacation leave shall be exhausted
- 13.11 Leave of Absence with Pay The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.
- 13.12 <u>Jury Duty</u> The parties agree to adopt the Town's policy regarding jury duty and to comply with New Hampshire law.
- 13.13 <u>Military Leave</u> The parties agree to adopt the Town's policy regarding military leave and to comply with Federal (USERRA) and New Hampshire law.
- 13.14 <u>Unauthorized Absence</u> An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave.
- 13.15 <u>Personal Leave</u> Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances necessitating such use.

## ARTICLE 14 Safety and Health

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

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

### ARTICLE 15 Promotion, Layoff, Transfer and Seniority

- 15.1 A vacancy or new position shall be filled in the following manner:
- 15.1.1 The Town shall post all open positions on employee bulletin boards for a period of seven (7) working days. The posted positing shall contain the following:

Title of Job

Job Location

Salary Range

Closing Date of Application

Minimum Qualifications

Job Description

- 15.1.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.
- 15.1.3 In the event that two (2) or more applicants for any position appear to be equally qualified preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.
- 15.1.4 When any two (2) Town employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.
- 15.1.5 Promotions made where the employee has less than five (5) years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five (5) years or longer, the probationary period shall be for a period of six (6) months.
- 15.2 Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.
- 15.3 The employer shall give written notice to the employee affected of any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.
- 15.4 Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

### ARTICLE 16 Benefits

- Medical Insurance Benefit-eligible employees shall be eligible to enroll in either the MTB20 10/20/45 plan or the BC3T20 10/20/45 plans. Effective July 2017, the employer shall pay the following percentages for single, 2-person and family plans: 87%.
- 16.2 <u>Dental Insurance</u> Employees shall be provided with a dental plan for themselves and their dependents for which the premiums shall be borne by the Town. The benefit level shall be equal to Northeast Delta Dental Option III.

#### 16.3 Personal Loss:

- 16.3.1 Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement clothing.
- 16.3.2 Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, provided that such loss or damage was not caused by the employee's own negligence or misconduct. At the Town's option, such reimbursement may take the form of providing replacement property. For purposes of this section, personal property shall not include money.
- 16.4 <u>Life Insurance</u> Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars (\$25,000.00).

- 16.5 Workers' Compensation The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.
- 16.5.1 The term "Unfit for Duty" shall mean that in the opinion of a medical physician and or a specialist with expertise in the type of injury or disability that the member is unable to perform his/her normal job function. If the member has scheduled training or any other job related activities and is unfit for duty, than he/she upon orders from the Fire Chief or his/her designee shall not participate in those activities until such time a clearance is given by a physician and or specialist and the member is placed to "full duty" or is placed on "light duty" status.
- 16.5.2 The term "light Duty" status shall mean that the member is placed into a role within the Exeter Fire Department in that of a support/staff person. This shall be determined by the Fire Chief and is regulated by the number of hours that the member is cleared for light duty per day/week by a physician or specialist.
- 16.5.3 "Light Duty" status will be assigned based on physical condition and the amount of hours that can be worked. This will be recommended by the employee's physician and approved by the Fire Chief or his/her designee. Light duty hours worked for unit member shall be up to 42 hours maximum per week.
- 16.5.4 Overtime may be granted during light duty only with prior written authorization of the Fire Chief or his/her designee. If a 42 hour work week is exceeded, than the member becomes eligible for overtime status at one and one half times his/her regular rate.
- 16.5.5 The term "Full Duty" or "Fit for Duty" shall mean that the member has been cleared to return to work in his/her normal job function as determined by a physician or specialist.
- 16.6 The Parties recognize the responsibility of the Town to indemnify its employees from claims again them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting pursuant to RSA 31:105, 106 and 107 fulfills such responsibility.

## ARTICLE 17 Fire Department Provisions

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

- 17.2 The Town shall provide the following uniform items, and replace them from time to time due to normal wear and tear. As current uniform items are replaced, the uniform shall conform with NFPA 1975. Initial issue of uniform/equipment shall be of a highly serviceable qualify conforming to NFPA 1975 and consist of:
  - 1 Firefighter's dress uniform cap with badge;
  - 1 Baseball style cap;
  - 4 Duty uniforms shirts (long and short sleeves) and pants;
  - 1 black belt:
  - I pair black footwear;
  - 1 sweatshirt:
  - 1 all season jacket;
  - 1 pair black leather gloves;
  - 2 name tags;
  - 2 coat badges;
  - 2 shoulder patches for each shirt and jacket;
  - 1 pair collar insignia.
- 17.3 The Town shall provide the following protective clothing to each full-time member of the Department. Protective clothing damaged during emergencies shall be replaced by the Town.
  - 1 Cairns & Brothers 1010 helmet, or leather equivalent to be purchased by the employee, with eye shield and company shield or equivalent; replacement of helmets damaged in the line of duty will be the same as the helmet damaged;
  - 1 Complete set of clothing to include a coat, pants, hood and leather gloves Employee's choice of 1 set of leather or rubber structural firefighter's boots
  - 1 Hand Light
  - 1 Emergency Bailout Rope
  - 1 SCBA mask with bag
  - Safety glasses
  - Hearing protection
  - Lineman's wire cutters
  - **Extrication gloves**
- 17.3.1 The Chief of the Department may, following consultation with the President of the Exeter Professional Firefighters' Association, make any changes he deems necessary to improve the quality/safety of the equipment issues. Such changes shall be to NFPA standards or better.
- 17.3.2 All protective clothing issued to employees shall be used only while on official duty with the Exeter Fire Department.
- 17.4 Class "A" uniforms shall not be required by the Town.

## ARTICLE 18 Discipline and Involuntary Separation

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

## ARTICLE 19 Grievance Procedure

- 19.1 The purpose of this Article is to provide the mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.
- 19.2 An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the Department Head within seven (7) working days of the alleged violation or of the grievant's first knowledge thereof.
- 19.3 The Department Head shall meet with the grievant and Union representative and provide a written reply within seven (7) working days.
- 19.4 Any appeal from that reply shall be in writing to the Town Manager within seven (7) working days of receipt of the Department Head's answer.
- 19.5 The Town Manager shall meet with the grievant and Union representative and provide a written reply within fourteen (14) days.
- 19.6 If the Union wishes to appeal the grievance to arbitration, it shall request arbitration from the Public Employee Labor Relations Board within fourteen (14) working days after the Town Manager's written reply.
- 19.7 The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.
- 19.8 The Board of Selectmen shall meet within fifteen (15) working days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.
- 19.9 Failure by the grievant or the Union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial, thus permitting an appeal to the next step.
- 19.10 Any time limits herein may be extended by mutual agreement.
- 19.11 "Working days" shall mean Monday through Friday, excluding holidays designated in 10.1.

#### ARTICLE 20 Separability

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

#### ARTICLE 21 Notices

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

# ARTICLE 22 <u>Duration and Re-Opening</u>

- 22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2017, or until replaced by a successor agreement.
- 22.2 Renegotiation of this Agreement will be effected by written notification by one Party as required by RSA 273-A, as amended. Negotiations shall commence within two (2) weeks of receipt of such notice.

IN WITNESS WHEREOF, the Partie executed this Agreement on this da	s hereto, by their authorized representatives, have ay of <u>July</u> , 2016
FOR THE ASSOCIATION:	FOR THE TOWN:
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	Monday Olyman
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<b>.</b>	Starting	Min	Step 1	Step 2	Step 3	Step 4	27.8865	28.5081	29,1437	29.7943	30,4581	31.1374	31.8322	32.5416	33.2674
Lieutenant							60,904	62,262	63,650	65,071	66,521	68,004	69,522	71,071	72,656
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					24,9152	25.A707	26,0384	26,6192	* 27.2131	27.8196	28,4397	29,0738	29.7225	30,3853	31.0632
<u>Paramedic</u>	22,8108	23.3198	23,8399	24,3712		55,628	56,868	58.136	59,493	60,758	62,112	63,497	64,914	66,362	67,842
	49,819	50,930	52,066	53,227	54,415	33,020	30,000								
					22,6502	28.1548	23,6716	24,1995	24.7390	25,2902	25.8545	26.4314	27.0204	27.6231	28.2388
FF EMT 1	20,7376	21,2000	21,6725	22.1558		50,570	51,699	52,852	54,030	55,234	56,466	57,726	59,013	60,329	61,674
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Exeter Fire	Association P			٠ ا	1.00%		Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
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Lieutenant						•	61.513	62,884	64,286	65,722	67,186	68,684	70,217	71,781	73,383
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					25,1643	25,7254	26.2988	26,8854	27,4852	28.0978	28.7241	29.3646	30.0198	30.6892	31.3738
<u>Peramedic</u>	23.0389	23.5530	24.0783	24.6150	54,959	56,184	57,437	58,718	60,028	61,366	62,733	64,132	65,563	67,025	68,520
	50,317	51,440	52,587	53,759	34,303 [	20,007	<u> </u>								
		·	21.8893	22.3774	22.8767	23.3864	23,9083	24,4415	24.9864	25.5431	26.1130	26.6957	27,2906	27.8993	28.5212
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	Staction	Min	Step 1	Step 2	<u> AMHA</u>	EMELE.	28,4471	29.0811	29,7295	30.9932	31,0703	31.7633	32,4720	33.1957	33,9361
<u>Lieutenant</u>							62,128	63,513	64,929	65,379	67,858	69,371	70,919	72,499	74,116
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-		T	24,3191	24,8611	25,4159	25,9827	26.5618	27.1542	27.7601	28.9787	29.0113	29,6582	30,3200	30.9961	31_6875
<u>Paramedic</u>	23.2693	23.7885	53.113	54,297	55,508	56,746	58,011	59,305	60,628	61,979	63,361	64,774	66,219	67,695	69,206
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			22.1082	22,6011	23.1055	29,6202	24.1474	24.6859	25.2363	25.7985	26.3742	26.9627	27.5636	28,1783	28.8064
FF EMT 1	21.1544	21.6261		49,361	50,462	51,587	52,738	53,914	55,116	56,344	57,601	58,886	60,199	61,541	62,913
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