

TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, including back up information, 8 days prior to the requested meeting date. Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

Meeting Information				W 4 23				
Date Submitted: January 20, 2023 Submitted by: Town Manager Paul T. Micali		Date of Meeting: January 26, 2023						
Department: Gene	General Government			Time Required: 10 minutes				
Speakers:				Backgroun Supplied:	nd Info.	Yes: _⊠_	No:	
	CATEGORY OF BUSI	NESS (PLE				E BOX)		
Appointment:			Recog Retires	nition/Resig ment:	gnation/	[
Public Hearing:			Old B	usiness:				
New Business:		\boxtimes	Conse	nt Agenda:				
Nonpublic:			Other:					
		TITLE	OF ITE	М				
Ratification of Co	llective Bargaining A	greement						
是 TO 100 100	学 电影响	DESCRIP	TION OF	ITEM		HE TOWN	1103	
The Town Council to consider the ratification of a tentative collective bargaining agreement for International Association of Fire Fighters (IAFF), Local 2904.					at for			
REFERENCE (IF KNOWN)								
RSA:			Warra	nt Article:				
Charter Article:			Town	Meeting:				
Other:			N/A					
	EQUIPMENT REQUI	RED (PLEA	SE PLACE #	N "X" IN THE	APPROPRIATE	BOX)		
Projector:			Grant	Requiremer	nts:	[
Easel:			Joint N	leeting:				
Special Seating:			Other:					
Laptop:			None:					
CONTACT INFORMATION								
Name:	Paul T. Micali		Addre	SS	6 Baboos	sic Lake Roa	ad	
Phone Number	603-424-2331	Email Address pmicali@merrimacknh.gov						
	7-1-1	AP	PROVAL	4		2 1 2 2		
Town Manager:	Yes _\ N	o:	Chair/	Vice Chair:		Yes _□_	No:	
Hold for Meeting Date:								

IAFF Local 2904 Contract

36 Members

- 1. Remove TC from Grievance
- 2. Remove Call division from contract
- 3. Set new educational incentive for all degrees except Fire science to .14 cents per hour for all new incentive applications after 6/30/2023
- 4. Roll in base incentives into base pay
 - a. EMT
 - b. FFII at 12 month step
 - c. Cert in Para medicine into paramedic pay scale
- 5. Remove Longevity (when becoming a MMF) and roll into MMF base
 - a. All other longevity stays in affect
- 6. Delete Votec Certificate
- 7. Fire Officer 1 stipend .18 cents
- 8. Fire Officer 2 stipend .35 cents

Wages

Accepted:

3 year deal totaling \$361,768 or 8 cents for three years

Year 1: 3% wage increase (3 cents)

•	Adding EMT/AEMT/Para Cert/FFII/Longevity/10cents	\$3 2,723
•	Raises 2023 -24	93,795
•	Steps	14,301
•	Overtime	13,548
	Total	\$154,367

Year 2: 3% wage Adjustment (2 cents)

	•	, ,	
•	Raises		97,214
•	Steps		<u>9,574</u>
	Total		\$106,788

Year 3: 3% wage increase (2 cents)

8	
Raises	100,613
Steps	
Total	\$100,613
Grand Total	\$361,768
	Steps Total

IAFF, Local 2904 - TA Summary

Clean up typos and extra spaces throughout CBA and amend dates as necessary.

ARTICLE X - UNION BUSINESS

- 1. One (1) Union Representative shall be granted time to attend Union functions, including attendance at conventions which are specifically listed below, without loss of pay:
 - a) International Association of Firefighters Convention; biennially;
 - b) Professional Firefighters of New Hampshire Convention; biennially
 - Professional Firefighters of New Hampshire; six per year (bi-monthly), two (2) representatives released for up to six (6) hours per event for meeting time and reasonable travel time;
 - d) One (1) IAFF Educational Seminar per year.

ARTICLE XV - GRIEVANCE PROCEDURE

Remove Town Council Step

ARTICLE XVI - LAY OFF AND RECALL

- 1. <u>Lay off:</u> Should the Town contemplate a lay off of employees, the Town agrees to the following steps and procedures:
 - a) To the extent the Town is considering lay-offs, it shall first identify which employee classifications will be reduced. For the purpose of this Article, the bargaining unit members will be combined into the following employee classifications:
 - 1. Firefighter Firefighters and Master Firefighters;

^{*}all other paragraphs CCL

- 2. Firefighter/AEMT Firefighters and Master Firefighters with AEMT certification;
- 3. Firefighter/Paramedic Firefighters and Master Firefighters with Paramedic certification; and,
- 4. Firefighter/Mechanic Firefighter/Mechanic
- a) At least thirty (30) days before any contemplated lay offs occur, with the exception of lay offs made necessary by some unexpected action of Town Meeting, the Town shall notify the Union for the purpose of advising the Union as to the reasons and anticipated scope of any lay offs, including which employee classification(s), as outlined in (a), has been selected for layoff. The Town will confer with the Union in good faith for the purpose of seeking alternate solutions to the contemplated lay off.
- bc) Lay offs shall occur to individuals with the least-seniority in the each employee classification in which a lay off is to occur.

ARTICLE XX - CLOTHING ALLOWANCE

Increase some uniform items in paragraph 5 and 8 and reduce prorated allowance after probation from \$70 to \$50.

. . .

- 5. Upon beginning service as a full time uniformed employee of Merrimack Fire & Rescue, the Town will issue the following:
 - Initial Issue: 1 long sleeve uniform shirt, 1 short sleeve uniform shirt, 5 pairs of uniform pants, 3 navy blue polo shirts, 2 red polo shirts, 1 job shirt, 1 winter coat, 1 garrison belt, 6 tee shirts, 1 nameplate, 1 baseball style hat, 2 breast badge, 2 pair shoes/boots, 1 winter hat, & 1 Self Contained Breathing Apparatus facemask and protective bag.
- 6. New hires are not eligible for a uniform allowance until successful completion of their probation, but shall instead receive the Initial Issue listed above.
- 7. New hires shall receive the Post Probation Uniform Issue listed below and be eligible for a prorated uniform allowance following successful completion of probationary period.

^{*}all other paragraphs CCL

8. New hires who successfully complete the probationary prior to July 1st shall be entitled to a uniform allowance calculated at the rate of \$70–50 per month remaining until the upcoming July 1. Employees will receive full credit for the month in which they complete probation, regardless of the day of the month. The employee will then be eligible for the next annual \$850 uniform allowance.

Post Probation Issue: 1 Class A Uniform which consists of the following - 1 blouse coat, 1 pair of dress pants, 1 long sleeve white dress shirt, 1 black tie, 1 silver breast badge with ID number, 1 bell cap, 1 bell cap badge, 1 nameplate with serving since pin, collar brass, trench coat/dress coat, and 1 pair of black military style dress shoes.

ARTICLE XXII - SUPPLEMENTAL COMPENSATION (BENEFITS)

SICK LEAVE -

Reduce sick leave accrual from 96 hours to 80 hours for Firefighter Mechanic position and allow Town Manager to grant as exception, use of sick leave during probation.

PERSONAL TIME

The Fire Chief may grant employees **seventy-two** (72) hours of personal time per year upon request of the employee. This personal time may be used in conjunction with other paid absences and it may be used by a minimum of four (4) hours or by the shift. Use by the hour may be approved if it is to occur at the beginning or end of a shift. The permission of the Fire Chief shall not be unreasonably denied. Employee's requesting personal time need only state "personal time" on their request.

PROFESSIONAL DEVELOPMENT TIME

ANNUAL LONGEVITY COMPENSATION FOR MASTER FIREFIGHERS DESIGNATION

- 1. The Master Firefighter rating is achieved by becoming State certified (or the State established equivalent thereof) as Firefighter Level II (new curriculum) or Level III (old curriculum), Emergency Medical Technician-Basic, and passing the Department's in-house written Lieutenant examination. The firefighter is also required to have completed five (5) years of service as a firefighter, at least three (3) years of which must be with the Merrimack Fire Department. Employees designated as Master Firefighters upon the execution of this Agreement shall retain the designation of Master Firefighter.
- 2. Upon achieving the designation of Master Firefighter, the member shall be placed on the "hire" step of the applicable Master Firefighter scale outlined in Article XXV. Thereafter, the member will move a step on the Master Firefighter lane after working the required number of months indicated in the scale (calculated from the date on which they achieved the designation of Master Firefighter) on the Sunday closest to their Master Firefighter. If date falls on Monday, Tuesday, or Wednesday shall be paid effective the preceding Sunday. If date falls on a Thursday, Friday or Saturday it shall be paid effective the subsequent Sunday.
- 3. The Department's in-house Lieutenant's Exam shall be offered in the months of March and September.

ARTICLE XXIII - INSURANCE

LIFE INSURANCE

1. Employees shall receive the following term life insurance coverage, and the Town shall pay 100% of the related premiums.

Employee life	1x annual salary rounded
. ,	to nearest \$1,000,
	whichever is
	greater\$10,000
Employee accidental death and	1x annual salary rounded
dismemberment	to nearest \$1,000,

	whichever is
	greater\$10,000
Spouse life	\$ 1 0 ,000
Child life - under 6 months	\$ 5,0 1 00
Child life - 6 months and older	\$5,000

2. The supplemental life insurance program that is currently available for Employee participation at their own expense shall continue to be offered solely at the Town's option.

ARTICLE XXV - WAGES AND HOURS

See attached summary for changes.

OVERTIME

Hours outside normal scheduled work hours is paid at overtime rate. Remove reference to Call Firefighter since they are not represented by the Union.

ARTICLE XXVI - INCENTIVES

1. The following bonuses will be added to the base hourly rate of an employee who has been awarded the applicable certification. In order to remain eligible, the employee must retain such certification.

CERTIFICATION LEVEL	Hourly-Stipend
EMT - Emergency Medical	\$.37
Technician	
OR	
AEMT - Advanced	\$. 60
Emergency Medical	
Technician	

Members will be eligible for either Emergency Medical Technician — A or Emergency Medical Technician I until the Emergency Medical Technician I certification no longer exists.

CERTIFICATION LEVEL	Hourly Stipend
Hazardous Materials	\$.35
Technician	
Firefighter II	\$.09
OR	
Firefighter III	\$.16
OR	
Company Officer	\$.18
CertificationFire Officer I	
And/or	
Fire Officer II	\$.35
	1
Rescue Specialist (RS1, RS2)	\$.12
	A
Vo Tech Certificate or	\$.14
Certificate in Para-	
medicine	
OR	

30 Semester Hours in any	\$.14
degree identified in	·
Appendix A	
OR	
Associates Degree in any	\$.23
degree identified in	
Appendix A	
OR	
Associates Degree and	\$.30 28
30 Semester Hours in any	
degree identified in	
Appendix A	
OR	
Bachelor's Degree in any	\$.37
degree identified in	
Appendix A	
OR	
Masters Degree in any	\$.46
degree identified in	
Appendix A	
OR	
Approved Associates	\$.18
and/or Bachelor's degree	
not identified in Appendix	
A	
Approved Masters' Degree	\$.30
not identified in Appendix	
A	

2. Bonus payments for college certifications and degrees will be paid only if the course of study is related to fire protection, fire science, or other related areas as approved in advance by the Fire Chief. Employees who have unrelated certificates/degrees that have been approved prior to July 1, 2019 will continue to be eligible. Employees receiving, as of June 30 2023, a stipend for a college degree not listed in Appendix A will continue to receive the stipend at the level identified in the Parties' 2019-2023 CBA, unless the stipend identified in this Agreement would be higher.

^{*}all other paragraphs CCL

ARTICLE XXX – EMERGENCY MEDICAL SERVICE

- 1. All employees shall be certified at least at the Emergency Medical Technician-Basic level by the National Registry of Emergency Medical Technicians and duly licensed by the State of New Hampshire to practice at that level of certification for all employees hired after January 1. 2000. Employees hired after January 1, 2000 shall maintain, at a minimum, their level of training and certification upon completing probation. The Town shall pay the cost of acquiring and maintaining these levels of certification.
- 2. *all other paragraphs CCL

ARTICLE XXXI - EFFECT OF AGREEMENT

 This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

ARTICLE XXXII - DURATION OF AGREEMENT

4 Years

APPENDIX A: Approved degrees per Article XXVI (Incentives)

- Fire Science
- Fire Technology
- Fire Administration
- Emergency Management
- Emergency and Disaster Management

During this Agreement, but not sooner than July 1, 2024, the Town agrees to meet once, upon request by the Union, to meet and confer with the Union to determine whether this Appendix should be amended or otherwise modified.