



RESOLUTION

APPROVING THE COST ITEMS OF A SIDEBAR (MEMORANDUM OF AGREEMENT) BETWEEN THE CITY OF NASHUA BOARD OF FIRE COMMISSIONERS AND THE NASHUA FIREFIGHTERS ASSOCIATION I.A.F.F. LOCAL 789 REGARDING MILITARY DUTY PAY

CITY OF NASHUA

In the Year Two Thousand and Twenty One

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached sidebar (titled memorandum of agreement) regarding military duty pay between the Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A.F.F. Local 789 are hereby approved.

The agreement is concerned with amending the military duty pay article with respect to reserve military hours allowed for the differential pay calculation.

LEGISLATIVE YEAR 2021

RESOLUTION: R-21-180

PURPOSE: Approving the cost items of a sidebar (memorandum of agreement) between the City of Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A.F.F. Local 789 regarding military duty pay

ENDORSER(S): Alderman-at-Large David C. Tencza

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: The fiscal impact of this resolution is anticipated to be minimal and can be absorbed within the Fire Department budget. More specifically, there are three current IAFF members receiving military pay in the past five years that this sidebar agreement will impact. The new calculation uses scheduled hours rather than what the person actually receives as weekly pay at NFR. Therefore, a NFR employee who was scheduled for a 10 hour NFR shift followed by a 14 hours shift during a time when he was on 2 days of military duty has those 24 scheduled hours compared to the 2 days of military pay. This calculation provides in slightly higher amount of pay due to the employee.

ANALYSIS

This resolution approves the cost items of a sidebar agreement between the Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A. F. F. Local 789 concerning an amendment to the military duty pay article with respect to reserve military hours allowed for the differential pay calculation. The board of aldermen must vote whether or not to approve the cost items of this sidebar within thirty days of receipt. RSA 273-A:3 II (c).

Approved as to account number and/or structure, and amount:

Financial Services Division

By: /s/John Griffin

Approved as to form:

Office of Corporation Counsel

By: *Barbara Clarke*

Date: 20 October 2021

**MEMORANDUM OF AGREEMENT
THE CITY OF NASHUA,
NASHUA FIREFIGHTERS' UNION LOCAL 789**

WHEREAS, the City of Nashua ("City") is a municipal corporation organized under the laws of the New Hampshire with an address of 229 Main Street, Nashua NH 03060.

WHEREAS, the Nashua Fire Fighters Union Local 789 ("Union") is the exclusive bargaining representative for all firefighters employed by the Nashua Fire Department ("Department");

WHEREAS, the current CBA language relevant to the reserve military duty differential pay is found in Article 28A of the CBA and states as follows: "An employee called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, based on the employee's regular straight time rate and schedule. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service;"

WHEREAS, the Union filed a grievance on February 18, 2019, alleging the City had made changes to its method of differential payment to firefighters on reserve military duty;

WHEREAS, in order to avoid the expense and uncertainty of future litigation, the City and the Union have agreed to the following terms contained in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Union shall withdraw its grievance with prejudice.
2. The parties agree that Article 28A shall be amended as follows:

Annually, on a calendar year basis, an employee called to serve with the National Guard or Armed Forces Reserves not more than two hundred and forty (240) hours, taken in either ten (10) or fourteen (14) hour shifts, will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, based on the employee's regular straight time rate and schedule. Such payments are to be made following the showing of satisfactory evidence of the amount of pay received for such service;"

3. The parties agree the method of differential payment calculation shall be as follows: In any given pay period, an employee who takes one or more 10-hour or 14-hour shifts off pursuant to Article 28A shall have his or her pay reduced by the military daily rate that s/he received for their military service performed on that day. The military daily rate will be compared to either one 10-hour or one 14-hour shift, if only one shift is taken; or will be compared to a 10-hour and a 14-hour shift added together, if those two shifts are taken together. Employees shall provide the City with their estimated daily military rate prior to any leave request and within the forty-five (45) day period following his or her return from such leave shall provide the City with documentation establishing their actual daily rate. The employee shall make the City whole for any overpayment in his or her next paycheck or several paychecks as determined by the employee, the Union, and the City.

4. Any military duty pay hours used since January 1, 2021 will be deducted from the two hundred and forty (240) hours available to the employee for 2021.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

For the City of Nashua:

Date

For the Union:

Date
