

Meeting is being conducted remotely in accordance with Governor’s Emergency Order #12 pursuant to Executive Order 2020-04

Call in Number: 978-990-5298 Access Code: 273974

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- 1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
- 2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
- 3. PLEDGE TO THE FLAG LED BY ALDERMAN DAVID C. TENCZA
- 4. ROLL CALL
- 5. REMARKS BY THE MAYOR
- 6. RESPONSE TO REMARKS OF THE MAYOR
- 7. RECOGNITIONS
- 8. READING OF MINUTES OF PREVIOUS MEETINGS

Special Board of Aldermen.....	05/12/2020
Board of Aldermen.....	05/12/2020
Special Board of Aldermen.....	05/20/2020

9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Laurie Ortolano
Re: Assessing Concerns and the Hiring of a Chief

From: W.R. Sutton
Re: Budget

From: Robert Guzas
Re: PAC project

From: Laura Colquhoun
Re: Need to put a hold on the Art Center

From: Laurie Ortolano
Re: Pandemic muzzling of the public

From: Laurie Ortolano
Re: Misapplied Mason Rules are used against the public

From: Jim Tullis
Re: Outside renovations of the Arts Center

From: Donald C. Davidson, Board of Fire Commissioners
Re: Board of Fire Commissioners Approval of the IAFF Local 789 CBA

From: Sue Newman
Re: Ordinance O-20-018

From: Kim Kleiner, Administrative Services Director
Re: Administrative Services Division/Nashua School District – Response to Budget Review Questions – Grant Writer

From: Dave Winchester
Re: Proposal for mandatory face masks

From: Adam A. Marcoux, President, Nashua Teachers' Union
Re: Approve the Board of Education's Request for a 2.25% increase in the FY2021 Budget

From: Joshua Twohig
Re: Mask Mandate

From: Linda McGhee, Deputy Planning Manager
Re: Referral from the Board of Aldermen on proposed R-20-028, authorizing the City of Nashua to enter a Master Development Agreement with Lansing Melbourne Group, LLC.

From: Linda McGhee, Deputy Planning Manager
Re: Referral from the Board of Aldermen on proposed R-20-033, authorizing the Mayor to execute a confirmatory deed to Pennichuck Water Works

From: Tammy Cates
Re: AGAINST mandatory mask requirement

From: Marcy Norse
Re: Masks

From: Matt Sexton
Re: Face masks

9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

Keeping in mind the health and safety of our residents and employees, we are requesting that if you wish to speak on agenda items, you submit your comments via e-mail which will be accepted and placed on file with the minutes of the meeting. Please e-mail your comments to: BOA@nashuanh.gov

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Tim Cummings, Director of Economic Development
Re: Contract Award for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project to Hayner/Swanson, Inc.

From: Mayor Jim Donchess
Re: Contract for Two Year External Audit Contract with Melanson Heath

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Energy and Aggregation Committee

Robert Blaisdell (New Member Appointment)
24 Railroad Square
Nashua, NH 03064-2278

Term to Expire: May 31, 2023

Lawrence Lutton (New Member Appointment)
47 Concord Street
Nashua, NH 03064

Term to Expire: May 31, 2023

10. REPORTS OF COMMITTEE

Human Affairs Committee.....	05/11/2020
Budget Review Committee.....	05/13/2020
Budget Review Committee.....	05/19/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

R-20-037

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Patricia Klee
Alderman June M. Caron
Alderman Linda Harriott-Gathright
Alderman Richard A. Dowd
Alderman Thomas Lopez
Alderman Skip Cleaver

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A CONTRACT WITH THE SOUHEGAN VALLEY TRANSPORTATION COLLABORATIVE FOR TRANSIT SERVICES

- Budget Review Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

O-20-017

Endorsers: Alderwoman-at-Large Shoshanna Kelly
AUTHORIZING FREE PARKING AT METERS AND PAY STATION SPACES THROUGH NOVEMBER 15, 2020
(tabled at May 21, 2020 mtg)

NEW BUSINESS – RESOLUTIONS

R-20-039

Endorser: Alderman-at-Large Lori Wilshire
AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE TAXABLE BONDS OF UP TO \$75,000,000

R-20-040

Endorser: Mayor Jim Donchess
AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND AN ADDITIONAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR PUMP STATION UPGRADES

R-20-041

Endorser: Alderman-at-Large David C. Tencza
Alderman-at-Large Ben Clemons
Alderman Skip Cleaver
APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE AND LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER AND SUPPLEMENTAL APPROPRIATION

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Saturday, May 09, 2020 9:13 PM
To: Board of Assessors; Board of Aldermen
Subject: Assessing Concerns and the Hiring of a Chief

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

To: Board of Aldermen
Board of Assessors

I am writing this letter and asking that this be placed on file as part of public input.

I am concerned that the City has not acted prudently on filling the position of the Chief Assessor. This is an extremely important position and we are currently experiencing some serious issues in our assessing office.

Ms. Kleiner informed the Board of Assessor that there were 2 candidates who have applied to the position and that the City would be interviewing those candidates once the stay-at-home orders were lifted. Why isn't the City able to interview these candidates remotely or on-line as most companies are doing?

Why is the public not told who the candidates are? When a new superintendent is hired, the typical process is to do a public meet and greet with the finalized pool of applicants. Their names are public. Full transparency.

I think this position of Chief assessor is as important as a Superintendent of Schools. Please be transparent and provide the public with real information so we know the process is really moving forward.

Let me share a problem that is happening now in the assessing office that highlights the need for a strong chief.

Abatements have to be filed with the City by March 1st. Once the applications are received, they are input into the AssesPro system and the VAX system. We are double inputting and have been for 10 years. Once the new software is online (AP5), the coordinator will only need to input the data once.

The Chief of Assessing has been responsible for assigning abatements to the assessors. Once Jon Duhamel left on or about March 1, 2019, Ms. Kleiner authorized Greg Turgiss to assign the abatements. Ms. Walley was the coordinator at the time and helped to gather all the records to be sure all the abatements were recorded.

I currently have a 2018 appeal in process with the BTLA but I filed a separate 2019 abatement. I asked legal who would handle assigning my 2019 abatement and was told Kim Kleiner was responsible. I have learned that Greg Turgiss is responsible.

I wanted to follow up to find out the assignment of my 2019 abatement. I received the list from Ms. Kleiner on Friday. The list was missing abatements and was incomplete. My abatement was not listed. I had a back and forth exchange with Ms. Kleiner, who apologized that 12 abatements had not been captured and were in the process of being assigned. In looking at the new list, I noticed a property on Berkeley that filed a 2018 abatement was not listed in the updated version. I am concerned that more are missing and the office has lost track of the paperwork and assignment process.

This is not a pandemic problem; this is not a software update problem; this is a people and paperwork problem. This is why we need a strong chief. I am very concerned that Greg Turgiss is acting as the supervisor distributing the abatements (to his brother) and has a history of poor paperwork performance.

The new coordinator does not have the experience, no fault of theirs, to correct the acting supervisor mistakes and find any paperwork not captured. All of this inputting work can be done remotely. It has been two months since the filing deadline. There is no excuse not to have assignments correct at this point in time.

I hope you can all appreciate, how important it is to a property owner to have their abatements addressed to correct what they believe is a disproportionate assessment.

Please update the public on the hiring of the chief and bring more transparency to this process.

Laurie Ortolano

Graham, Donna

From: BILL <wrsutton2@msn.com>
Sent: Sunday, May 10, 2020 10:44 AM
To: boe
Cc: Board of Aldermen; Donchess, James; Nashua Telegraph
Subject: Budget

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BOE,

After watching the BOE meeting where only **TWO** members voted against the proposed budget, I question how the others run their households when they don't have the luxury taxpayer money. I also question how many Directors and Assistant Directors are really needed. Hopefully the BOA will drastically reduce this proposed budget. The taxpayers in the city can only take so much and many of us will remember at election time.

I welcome any and all responses.

Respectfully,
W.R.Sutton

Graham, Donna

From: Robert Guzas <rpguzas@aol.com>
Sent: Monday, May 11, 2020 7:54 AM
To: Board of Aldermen
Cc: sguzas@aol.com
Subject: PAC

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Hi Pat:

I hope you are feeling well. Just read in the Telegraph that it seems they want to continue the PAC project.

THIS IS INSANE.

We should immediately stop the bleeding cancel this project put the building up for sale so we can get it back on the tax rolls.

Every project that is not for essential infrastructure or health should be "CANCELED" not deferred until the city sees where they are for budget purposes. We will not know that for many months.

I see a HUGE tax increase coming for the residents of Nashua as it is without these FEEL GOOD AND LOOK GOOD PROJECTS.

Cancel everything that is not critical for the health and welfare and safety of the residents of Nashua.

Everyone knows that you have to stop the bleeding immediately before the patient bleeds out and dies so you can repair the damage and save the patient (being Nashua).

We can then revisit everything from the beginning after all this is over and we are not facing having possibly every third seat filled in the PAC and bleeding constantly because of our stupidity.

STOP THE BLEEDING NOW!!!!!!

Bob

44 Bell Street
603-881-3882

PS you can use this e-mail and my name if you like

Graham, Donna

From: Laura Colquhoun <lauracolquhoun2@gmail.com>
Sent: Monday, May 11, 2020 12:52 PM
To: Board of Aldermen; Donchess, James
Subject: Need to put a hold on the Art Center

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It has become very obvious that the Arts Center in downtown should not go forward at this time. With the Corona virus hitting the United States, it appears that all areas are going to see a financial downturn.

As a Nashua resident I am asking all Board of Aldermen and the Mayor to put a hold on this project now.

I would like the Board of Aldermen to read my email into the minutes for the special meeting regarding the Arts Center.

Thank you.

--

Laura Colquhoun

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Friday, May 15, 2020 7:57 PM
To: Board of Aldermen
Subject: An email for public record

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Please place this email on the public record at a Board of Aldermen Meeting.

This blog post was inspired by the actions of Dave Tenza, Lori Wilshire, and Rick Dowd.

Pandemic muzzling of the public

Everyone knows that the COVID-19 pandemic has changed our lives, at least temporarily. This includes how we, the public, participate in local politics. With the pandemic-induced changes to how local politics works, I am a little concerned about the health of public participation in local politics during these unusual times. Let's take a look at why I believe our voices are not being heard as well now.

Ordinarily, we can all participate in any public meeting by simply attending. In most cases, signing in and standing to address a board during community input is standard practice. And in our open, democratic society, our words become part of the public record.

Since the closing of City Hall to the public two months ago, how does public input work now? The Board of Aldermen voted to only accept, not read, emails and placed them on file for all remote meetings. The Board's pandemic position to acknowledge the email is a far cry from physical participation in a public meeting where press coverage and media viewership brings light to citizen comments.

The Board has adopted an even more interesting practice. A citizen's email communication for public input must be received one week prior to the Board meeting, otherwise it is tabled until the next meeting, two weeks down the road. This eliminates all citizens from emailing comments on items to be acted on in the upcoming meeting. At a minimum, the Board should be making these emails available in a much timelier manner.

The Board's new rules on public comment is a strong indication of how muted our voices have become in city government. Ordinarily, the Board would provide up to 30 minutes for public comment; they have been running freely without any "interference" from the public.

On the other hand, board committees or city managers have the ability to submit reports to the board and have them immediately recognized on record. President Wilshire simply suspends the rule, if there is no objection of the Board, and accepts into record the correspondence submitted (BOA Youtube 4/28/2020 at 16 min). The Board is using The Mason Rules for Legislative Procedure to muzzle the public, rather than to keep order so all voices can be heard.

Aldermen Jette and Alderwoman Lu have questioned why public emails are not be recognized in meetings (Jette Budget Committee Minutes, page 4/Lu BOA Youtube 5/12/20 at 50:00 min). They are silenced by other Aldermen who are trying to train them in "the Nashua Way". Push the public off and stifle them.

From my vantage point, Nashua's politicians are using the dictum "never let a good crisis go to waste" to exploit and advance their own political agendas. More so than ever, it is an important time for the public to keep a watchful eye.

Graham, Donna

From: Laurie Ortolano [<mailto:laurieortolano@gmail.com>]
Sent: Saturday, May 16, 2020 8:17 AM
To: wilshirel <wilshirel@nashuanh.gov>
Subject: FYI

Misapplied Mason Rules are used against the public

Aldermen Jette,

I have become increasingly concerned about how public input is handled during this pandemic. I have not heard any elected officials speak about reopening City Hall to the public and have no idea how long we are going to be without a voice in a public meeting.

I feel I am being targeted by members of the Board and the City to prevent my input from becoming part of the record. Lori Wilshire and Rick Dowd have been using the Mason Rule of Legislative Procedure to bully the public and members of the board to prevent our voices from being heard.

Alderwoman Wilshire is making exceptions to the rules to enter committee and city manager emails into the record without placement on the agenda, but will not suspend the rules to allow public emails to be placed on the record. What is more disturbing is that the public can never participate in an item to be acted upon because, by the time the agenda is posted publicly, we have missed our opportunity to get on it. It has already been more than two months since the public comments have been stifled. This could go on for another 2 to 4 months.

I would like you to ask that all public communications be accepted and placed on the record at the earliest possible meeting by applying the Mason Rules to suspend the rules.

I would like our emails to at least be read into the record, but would rather you request the City provide an access line for public comment. The Mayor is holding press conferences with access for the press to ask questions. Why does the public not have this ability?

I was looking over the minutes record from the April 20, 2020 Budget Review meeting where you spoke up about my communication to the Budget Review Committee. I believe Rick Dowd was out of order and misrepresented the Mason rules when he did not allow your motion to be acted upon and instead told you that the Board would have to vote on it to place it on the agenda.

Your motion should have been accepted by all budget committee members. Your motion did not require a second and a motion did not have to be made to place my letter on the agenda. Lori Wilshire, in the BOA meetings, is suspending the rules and accepting communication. No second required, no motion to change the agenda required.

Lori Wilshire and Rick Dowd's targeting of people they don't like or agree with does not make them great leaders and the City a better place.

I am tired of the poppycock that is being doled out by certain members of the Board against the public. Please help bring our voices back into the public forum. Below is a transcript from the Budget review Meeting.

Alderman Jette

Mr. Chairman?

Chairman Dowd

Yes?

Alderman Jette

Alderman Jette here. So two things, number one – I received I think correspondence, I think it was addressed to all of us today from Lori Ortolano, and I would move that that be accepted and placed on file.

Chairman Dowd

I told Donna Graham to accept it and place it on file for the Board of Aldermen Meeting next Tuesday. It came in too late to be on the Agenda. We would have to vote to place it on the Agenda today, but it will be on the Agenda of the Full Board of Aldermen next Tuesday.

Alderman Jette

OK fine, and secondly, ...

This emails is being shared with other Board members individually.

Graham, Donna

From: noreply@civicplus.com
Sent: Sunday, May 17, 2020 10:16 AM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Contact Board of Alderman

First Name	Jim
Last Name	Tullis
Address	19 Natick St
City	Nashua
State	New Hampshire
Zip Code	03063
Phone Number	6038832523
Email Address	jtullis@comcast.net
Comments	I would just like to have someone look at all the outside renovations of the Arts Center that seem to change constantly This building will take away the character of the downtown, nothing on Main St. comes close to looking like this. Why do they have to continue to change the outside so looks out of place? Also since this building is for Art it should be the inside of the building that should change saving on a lot of wasted money. I just think the costs are getting out of hand and the money the city is putting into this could be better served at this time for the extreme virus we are going through. Thank You

Email not displaying correctly? [View it in your browser.](#)



Nashua Fire Rescue
70 East Hollis Street, Nashua, NH 03060
www.nashuafire.com
Board of Fire Commission

(603) 594-3651
FAX (603) 594-3054

May 19, 2020

Honorable Lori Wilshire
President
Nashua Board of Aldermen

Dear Madam President,

I am pleased to inform you and the Aldermen, that the Board of Fire Commissioners have on this date, unanimously approved the CBA document recently ratified by the members of IAFF Local 789.

With this action, we hereby forward the CBA document to the Board of Aldermen for consideration of Approval and adoption.

Sincerely,

Donald C. Davidson, Chair
Board of Fire Commissioners
City of Nashua, NH
edaldon@gmail.com
603 345 2539

Graham, Donna

From: sneumannh@aol.com
Sent: Thursday, May 21, 2020 5:28 PM
To: Board of Aldermen
Subject: re: Facial Masks Ordinance

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To Nashua Board of Aldermen/Women Ref: Ordinance 20-018 Facial Masks

From: Sue Newman - 25 Charlotte Ave., Ward 2 -- State Rep. Ward 2

I am totally in support of requiring the wearing of facial masks in Nashua, when inside a building such as a grocery store, etc. Although grocery stores have marks on the floor, directional arrows, etc. signage, etc. for social distancing, and post the CDC recommendation for wearing face masks, there seems to be a small minority of people that simply refuse to wear masks.

I'll explain my personal experience last evening (May 20th), at Market Basket at Sommerset Plaza. I got to the store after 5 p.m., I had my mask, there was no line waiting, and I did look at the sign posted on the entrance door: **"All customers entering these premises SHOULD WEAR A FACIAL COVERING over their mouth and NOSE in Accordance with CDC GUIDANCE. Thank you for your Compliance. PLEASE PRACTICE SOCIAL DISTANCING SIX FEET APART "**

The majority of shoppers inside the store were wearing masks, but I saw at least 4 people shopping, who weren't. While I was walking across the back of the store (from the Deli/Meat Dept. along the back aisle toward the Produce section) -- I saw one of the unmasked couples - coming in the opposite direction on the parallel aisle (they were coming from Produce area towards Meat/Deli) -- and we were approximately 20 feet apart -- **when the woman sneezed.**

I did not observe the sneeze, as I was glancing at things on my left -- but I stopped, and looked over at them. NO mask, a loud sneeze and I have NO idea whether she used her 'arm to sneeze into - or not" - but she did say "Sorry".as they proceeded along the aisle.

In this time of Covid19 pandemic awareness and knowledge of how easily the virus can be spread, hearing a loud SNEEZE in a store, by an unmasked person, is.... memorable. With A/C weather approaching, I have concerns that air flow systems also might 'expedite' the virus' spread in enclosed areas.

I told the store manager what happened (he wears a mask) as I was leaving the store. He said that in Massachusetts, the shoppers have to wear masks. Most people here do wear masks, but a few just seem to refuse to -- and that seems so wrong, for the rest of us.

Grocery stores have gone to great efforts to sanitize shopping carts, mark off distancing, put directional arrows on the floors, protect the cashiers with plastic, etc. - and yet we have NO enforceable requirement for patrons to wear a mask while inside the store -- seems crazy!

Covid transmission from a sneeze:

A Sneeze: A single sneeze releases about 30,000 droplets, with droplets traveling at up to 100 miles per hour. Most droplets are small and travel great distances (easily across a room).

If a person is infected, the droplets in a single cough or sneeze may contain as many as 200,000,000 (two hundred million) virus particles which can all be dispersed into the environment around them.

Ref: www.govtech.com Eric Holdeman May 12, 2020

I sincerely hope that you support this Ordinance.

Sue Newman
880-8973
557-3846



THE CITY OF NASHUA
Administrative Services Division

"The Gate City"

Date: April 24, 2020

To: Members of the Board of Aldermen Budget Review Committee

cc: Donna Graham, Legislative Manager
Jim Donchess, Mayor
Dr. Jahmal Mosley, Superintendent of Schools

From: Kim Kleiner, Administrative Services Director

Re: Administrative Services Division/ Nashua School District – Response to Budget Review Questions - Grant Writer

Pamela Davies joined the City of Nashua in mid-December of 2019. Ms. Davies' primary focus, in addition to finding and applying for grants as they became available, has been to learn as much as possible about the city and the school district and their needs so that she can be increasingly effective in identifying funding opportunities as time goes on. Ms. Davies has collaborated with many city departments and we look forward to her contributions in FY21.

Grants applied for to date FY20:

School District:

NH Charitable Foundation David M. Brooks music grant - pending, \$46,800.
NoVo Foundation SEL in Action Grant (submitting next week - would cover staff training, in classroom materials for K-6) - not yet announced, \$25,000 per year/ 2 year
Snapdragon Book Foundation library grant - not awarded

City:

LEED for Cities (covers LEED certification costs) - received, value of service estimated at \$24,900.
Census Minigrant (covers census promotion costs) - received, \$1,500.
Rock On Foundation (would cover basketball camp at Arlington St. Community Center) - not yet announced, \$2,900.
FTA AIM Challenge grant (Transit) - not yet announced, \$773,613 (\$34,902 in City Match).
AARP Community Challenge grant (would cover digital kiosks at Transit center, plus bus route signage) -not yet announced, \$29,858

Graham, Donna

From: Dave Winchester <david.a.winchester@gmail.com>
Sent: Friday, May 22, 2020 10:08 AM
To: Graham, Donna
Subject: Fwd: Proposal for mandatory face masks

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hello Donna,

Thanks for your prompt reply. Here's my email as requested.

Best,
Dave

Begin forwarded message:

From: Dave Winchester <david.a.winchester@gmail.com>
Date: May 14, 2020 at 10:13:04 AM EDT
To: jetteE@nashuanh.gov
Cc: Ren Winchester <Renwinchester@gmail.com>
Subject: Proposal for mandatory face masks

Mr. Jette,

I'm a resident in Ward 5, my address is 42 Whitford Road in Nashua.

I read an article from the Union Leader discussing the idea of mandatory face mask in Nashua that may go to the Alderman board for a vote.

https://www.unionleader.com/news/health/coronavirus/face-mask-mandate-for-stores-restaurants-floated-by-nashua-health-officials/article_3293e881-fa35-5383-8350-b9b01bbff2b2.html

I have a few concerns against such an ordinance, one philosophical and the other two practical based on my observations.

1) Mandating a face mask covering, which is a suggestion from the CDC, seems to underestimate our ability as adults to make decisions in our own best interest. Though it's a common sense recommendation, the experts are divided on whether a mask actually prevents transmission. I think for this reason it should remain a recommendation and not become an ordinance which in my opinion should be evidence-based beyond reasonable doubt if we're forcing citizens to do something.

2) The CDC face covering recommendations come with a major caveat: maintaining 6-ft social distancing. I can tell you from my observations, the general public's adherence to this dropped significantly after a large portion of people began to wear masks. It promotes a false sense of

security for most. I experience this at the grocery store frequently—people with masks are the worst offenders of bumping into me, reaching over me and others, etc.

3) Masks must be washed daily to be effective. This is also part of the CDC recommendations. I see the same masks on grocery store workers, and while I have no proof they don't wash them daily my hunch is the probability is low that every person follows this guideline. Given this, are we going to mandate washing as well? How will it be enforced? If this isn't done, an unintended consequence is that, in theory, a virus carrier is loading up their mask with viral residue daily and thus exposing people they encounter to *more* viral load than they otherwise would have when they wear their mask.

In light of these, I would ask that you vote against this if it comes to ballot. Not because I don't believe we should be safe in our community, but because I don't think this has enough evidence to support a local ordinance-level mandate, and I think the other ramifications may have unintended consequences that go against what this is trying to accomplish.

Please contact me if you would like to discuss.

Best Regards,
David Winchester
Ward 5

Sent from my iPhone



Nashua Teachers' Union

AFT, AFL-CIO

Proudly serving Food Service Workers, Para-Educators, Secretaries, and Teachers

Adam A. Marcoux
President

May 21, 2020

Deb Howes
Vice President

The Honorable James Donchess, Mayor
The Honorable Members of the Board of Aldermen
City of Nashua
229 Main Street
Nashua, NH 03060

Stacy Gingras
Treasurer

Dear Mayor Donchess and Members of the Board of Aldermen,

Patrick Johnson
Secretary

I am writing to you to ask that you approve the Board of Education's request for a 2.25% increase in the FY2021 budget. Our city, along with the rest of the country, is facing many challenges during the COVID-19 pandemic. There is no question that the pandemic will have financial repercussions on all of us.

Gary Hoffman
Member-at-Large

Patty Gagnon
Member-at-Large

Some have suggested that the hiring freeze instituted by the Mayor apply to the school district. I respectfully disagree. Prior to the COVID-19 pandemic, the needs of our students continued to grow. The dynamics of families and the needs of students have changed exponentially over the last decade. The number of special education students is growing, the number of ELL students is growing, and the number of students facing traumatic experiences is growing. One could argue that every current student has faced a traumatic experience this year with the abrupt closing of city schools. There was a need for additional staff to support our students before the pandemic; the need has grown significantly since March.

Stephanie Keating-Bayrd
Member-at-Large

7C Taggart Drive

Nashua, NH 03060

Office: (603) 888-7544

Fax: (603) 888-7639

nashuatu@nashuatu.org

We are uncertain when we will return to school in our traditional setting, but we will return at some point. When we do, we are going to need all hands-on-deck to not only support our students, but families and the staff of the district. Many would say that it is not the school district's responsibility to provide some of these supports or services. If not the district, then who will provide the services? The role of public schools has been evolving. Our budget needs to evolve with those changes to meet the needs of all of our students.

I am grateful for the support the Mayor and the Board of Aldermen have shown the school district in the past. I am fully aware that the district is the largest, and most expensive department in the city budget. However, every penny invested in education is a penny invested in our city's future. Please continue that investment by approving the 2.25% request by the Board of Education.

Respectfully,

Adam A. Marcoux
President, Nashua Teachers' Union

CC: Nashua Board of Education
Superintendent Dr. Jahmal Mosley
NTU Membership

Graham, Donna

From: Joshua Twohig <jjt062008@gmail.com>
Sent: Friday, May 22, 2020 12:34 PM
To: Board of Aldermen
Subject: Mask mandate

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hi Good Afternoon,

"LIVE FREE OR DIE" does that ring a bell with the 10 who are forcing this mandate on the public? All your doing is promoting fear as the media does you no better than them and the Govenor.

All your doing is pushing business out of Nashua. I can go to Salem and Hudson were I need to get what I need now.

Good thing I work close to Salem NH there getting my business now.

What's the point of this mandate the Government is not in charge of my health, I AM.

I am not putting my health at risk when I am perfectly healthy by putting a mask on that will do nothing but weaken my immune system.

Those who contract the virus have a 99% survival rate same survival rate as the seasonal Flu. Please get you facts straight and do your research.

VOTERS will have there say.

I look forward to Election time.

Stop acting like little dictators.

JOSHUA

NASHUA,NH RESIDENT since August 2018



City of Nashua
Planning Department
229 Main Street
Nashua, New Hampshire 03061-2019

Planning & Zoning 603 589-3090
Fax 603 589-3119
WEB www.nashuanh.gov

MEMORANDUM

Date: May 22, 2020

To: Ald. Lori Wilshire, President, and Board of Aldermen
Ald. Richard Dowd, Chair and Budget Review Committee

From: Linda McGhee, Deputy Planning Manager

RE: Referral from the Board of Aldermen on proposed R-20-028, authorizing the City of Nashua to enter a Master Development Agreement with Lansing Melbourne Group, LLC.

At the Nashua City Planning Board's regularly scheduled meeting of May 21, 2020 the Planning Board voted unanimously to make a favorable recommendation on R-20-028.

If you have any questions concerning this notification, please contact me at 589-31102.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Susan Lovering, City Clerk
Scott LeClair, Chair, NPCB
Sarah Marchant, Community Development Director



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Planning Department
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MEMORANDUM

Date: May 22, 2020

To: Ald. Lori Wilshire, President, and Board of Aldermen
Ald. Richard Dowd, Chair and Budget Review Committee

From: Linda McGhee, Deputy Planning Manager

RE: Referral from the Board of Aldermen on proposed R-20-033, authorizing the Mayor to execute a confirmatory deed to Pennichuck Water Works.

At the Nashua City Planning Board's regularly scheduled meeting of May 21, 2020 the Planning Board voted unanimously to make a favorable recommendation on R-20-033.

If you have any questions concerning this notification, please contact me at 589-31102.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Susan Lovering, City Clerk
Scott LeClair, Chair, NPCB
Sarah Marchant, Community Development Director

Graham, Donna

From: tjcates@eagleswind.com
Sent: Thursday, May 21, 2020 6:40 PM
To: Graham, Donna
Subject: AGAINST mandatory mask requirement

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Dear Alderman Graham:

I am writing to you to inform you of my opinion concerning the proposed ordinance in reference to requiring the wearing of face coverings in Nashua. I sincerely hope that the actual science in reference to this decision will be considered.

Please note that as a resident of Nashua I am **VERY strongly AGAINST this!!**

There are plenty of studies showing the fact that the use of masks not only does not prevent the spread of infections but that it actually may increase the rate of infection.

One such study from Eli Perencevich, M.D., professor of medicine and epidemiology at the University of Iowa College of Medicine states, "The average healthy person does not need to have a mask, and they shouldn't be wearing masks," Perencevich said. "There's no evidence that wearing masks on healthy people will protect them. They wear them incorrectly, and they can increase the risk of infection because they're touching their face more often. The only time a mask should be worn is "if you're sick and you have to leave the house," Perencevich said. "If you have the flu or think you have COVID, that's when you'd put on a mask to protect others."

The researchers at the Sechenov University Institute of Medical Parasitology and Tropical Medicine state, if a person wears the same mask multiple times or for prolonged periods of time (more than 2 hours), he begins to spread a significant amount of viral particles into the air around him. In two hours, the material of a regular surgical mask begins to saturate and accumulate a significant amount of saliva and mucus which contain the infectious particles of the mask wearer to where it is enough to spread it to others around.

This is because, even with a regular body temperature of the person wearing the mask (not accounting for fever), within two or more hours of wear, the mask becomes moist and microorganisms begin to rapidly grow and multiply in it. These viral and infectious particles can then escape the mask due to regular airflow, evaporation, as well as wind, thus making something that was supposed to be a barrier between the carrier and the outside world (the mask) the source of infectious spread. People also love to leave these masks hanging on their rearview mirrors in the car and nicely aerosolize everything on the mask into the car by their ac or heating blowing directly on the mask and then inhale these particles.”

According to the article, "Masks Don't Work: A Review of Science Relevant to COVID-19 Social Policy," authored by a noted Canadian physicist D.G. Rancourt,: "Masks and respirators do not work. There have been extensive randomized controlled trial (RCT) studies, and meta-analysis reviews of RCT [randomized control trial] studies, which all show that masks and respirators do not work to prevent respiratory influenza-like illnesses, or respiratory illnesses believed to be transmitted by droplets and aerosol particles. Furthermore, the relevant known physics and biology, which I review, are such that masks and respirators should not work. It would be a paradox if masks and respirators worked, given what we know about viral respiratory diseases: The main transmission path is long-residence-time aerosol particles ($< 2.5 \mu\text{m}$), which are too fine to be blocked, and the minimum-infective-dose is smaller than one aerosol particle. [Further] the slightest (even momentary) facial misfit of a mask or respirator renders the design filtration norm of the mask or respirator entirely irrelevant.”

([https://www.researchgate.net/.../340570735 Masks Don't Work A...](https://www.researchgate.net/.../340570735_Masks_Don't_Work_A...))

According to a study published in the British Medical Journal:

"This study is the first [RCT] randomized controlled trial of cloth masks. The results caution *against* the use of cloth masks. This is an important finding to inform occupational health and safety. Moisture retention, reuse of cloth masks, and poor filtration may result in increased risk of infection. The rates of all infection outcomes were highest in the cloth mask arm, with the rate of influenza like illness statistically significantly higher in the cloth mask arm compared with the medical mask arm. Cloth masks also had significantly higher rates of influenza like illness compared with the control arm."

(<https://bmjopen.bmj.com/content/5/4/e006577> or <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4420971/>)

As Dr. Fauci himself stated, “People are not washing their hands before putting the mask on nor after taking it off. Further, they are not washing their masks after each use, nor disposing of them after each use. The mask then becomes a moist breeding ground for viruses and bacteria, as it is a porous and absorbent surface, and every time a person puts that mask on, they re-infect themselves. The outside of the masks is also contaminated by other people's coughs or sneezes and people may compromise themselves by touching the outside of the masks when putting them on or removing them.”

I fully understand and agree that others have the right to make the **CHOICE** for themselves *to* wear a mask. As a citizen of the “*Live Free or Die*” state, I should also have the right to **CHOOSE** and assess the risks vs. benefits for myself and decide whether it is appropriate for my own health. I am solely responsible for the health choices I make for my own body.

Thank you for your attention to this matter!

Sincerely,

Tammy Cates
Concerned Nashua Citizen

Graham, Donna

From: noreply@civicplus.com
Sent: Friday, May 22, 2020 2:05 PM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

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Contact Board of Alderman

First Name	Marcy
Last Name	Norse
Address	15 Haverhill St
City	Hudson
State	NH
Zip Code	03051
Phone Number	<i>Field not completed.</i>
Email Address	Marcynorse@yahoo.com
Comments	I am a resident of Hudson but do most of my shopping in Nashua. With the new mask fines just imposed, I can tell you that I will no longer do 1 ounce of shopping in Nashua and will drive farther to avoid having someone tell me that I MUST wear a mask in a state that does not have the numbers to support it. Pure greed. Live free or die.

Email not displaying correctly? [View it in your browser.](#)

Graham, Donna

From: Perfection Floors <PerfectedFlooring@hotmail.com>
Sent: Friday, May 22, 2020 1:42 PM
To: Board of Aldermen
Subject: face masks

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

This is the United States of America and further this is New Hampshire the LIVE FREE OR DIE STATE. I don't know what power you brown shirt gestapo thugs think you have but the power grab needs to stop. I will not be shopping in any Nashua NH store. Remember four months ago the so called experts also told us that masks were completely ineffective. Anyone who knows history and isnt hooked on CNN knows this is NOT the Bubonic plague, there has not even been 200 deaths in New Hampshire and 99% of the deaths were elderly with extremely problematic preexisting condition/extremely obese. You facist thugs shoud be ashamed of yourselves

Matt Sexton

To: Mayor and Board of Aldermen

From: Tim Cummings, Director of Economic Development

Date: May 15, 2020

Re: Contract Award for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project to Hayner/Swanson, Inc.

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

A copy of the Professional Engineering Services Contract related to the Nashua Downtown Riverfront Implementation Project with Hayner/Swanson, Inc., along with Exhibits B outlining the scope and basis for fees, is attached. The contract is the City’s standard Professional Engineer services contract.

The contract is under the \$25,000 threshold for Finance Committee approval and, therefore, was not sent to the Finance Committee.

Pursuant to the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract.



March 6, 2020

Mr. Tim Cummings
Director of Economic Development
229 Main Street
Nashua, NH 03060

Dear Mr. Cummings:

Hayner/Swanson, Inc. (HSI) is pleased to submit this proposal to the City of Nashua for professional services related to the Nashua Downtown Riverfront Implementation Project. Services to be provided shall include the following:

Project Management Support Services

HSI shall provide services as needed and as requested in support of the City's overall project management for this project. Services may include:

- Support of the City's coordination with the project Consulting Team including review of schedules, progress and process
- Support of the City's coordination with stakeholders
- Support of the City's efforts to coordinate with the owners of utilities within the project area
- Assistance in identifying constraints and reasonable timelines associated with the numerous potential construction contracts. Key concerns include contract specific strategies for design development, cost estimation and procurement approach.
- Support to the City's internal coordination efforts between departments

It is anticipated that project management support will be provided primarily by John Vancor, P.E. (Principal Engineer) and Scott Murphy, P.E. (Senior Engineer).

Early Priority Survey Support

HSI will work with the City to identify the highest priority survey tasks for the overall effort.

- HSI will perform research and boundary determination as requested.
- HSI will perform high priority topographic survey as requested.

- Survey data and plan information will be transmitted to both the City and to the project Consulting Team.

Services will be billed in accordance with the attached Fee Schedule with the following exceptions:

- The billing rate for Principal Engineer will be reduced to \$165.00/hour.
- The billing rate for Senior Engineer will be reduced to \$130.00/hour.
- HSI will not markup expenses or subcontractor services.

Total billings for labor and expenses shall not exceed \$24,000 under this proposal. It is anticipated that HSI and the City of Nashua will work together to identify the total scope of survey to be performed for the overall project. We understand that we may be requested to submit a follow up proposal to perform these services, as well as additional project management support.

Thank you for the opportunity to submit this proposal. Please contact me with questions or concerns.

Sincerely,



John C. Vancor, P.E.

Vice President/Principal Engineer

HAYNER/SWANSON, INC.
Fee Schedule - January 1, 2020

Surveying & Engineering Staff (1)

Principal Engineer, PE	\$ 175.00/hour
Principal Surveyor, LLS	\$ 145.00/hour
Senior Engineer, PE	\$ 145.00/hour
Senior Surveyor, LLS	\$ 130.00/hour
Senior Project Manager	\$ 142.50/hour
Project Manager	\$ 115.00/hour
Survey Project Manager	\$ 120.00/hour
Senior Construction Manager	\$ 120.00/ hour
Construction Manager	\$ 100.00/hour
Engineering Technician I	\$ 105 .00/hour
Survey Technician I	\$ 90.00/hour
Senior CAD Technician	\$ 107.50/hour
CAD Technician I	\$ 102.50/hour
CAD Technician II	\$ 75.00/hour
Survey Crew Member	\$ 82.50/hour
Survey Crew Member (HAZWOPER)	\$ 110.00/hour
Clerical Staff	\$ 60.00/hour

Court Appearance/Expert Testimony

Expenses, preparation of case, and court appearance	\$ 250.00/hour
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Miscellaneous Reimbursable Expenses:

Copies (black and white)	\$ 0.10/each
Copies (color)	\$ 0.50/each
Engineering Prints	\$ 0.33/sf
HP Design Jet Plot - Paper	\$ 0.75/sf
HP Design Jet Plot - Film	\$ 5.00/sf
HP Design Jet Plot - Color	\$ 3.00/sf
Mileage: Automobile (2)	\$ 0.575/mile
Survey Vehicle	\$ 0.80/mile
Telephone/Communications (3)	at 1% labor cost
Reprographic Services	at cost plus 10%
Postage/Courier Service	at cost plus 10%
Parking / Tolls	at cost plus 10%
Photos / Slides	at cost plus 10%
Fees Paid for Client	at cost plus 10%
Meals & Lodging	at cost plus 10%

Survey Reimbursable Expenses:

Stakes/Hubs	\$ 1.50/each
Stakes/Bundle	\$ 25.00/bundle
12" Galvanized Spikes	\$ 3.00/each
Stone Bounds: 4" x 4"	\$ 50.00/each
6" x 6"	\$ 100.00/each
Iron Pipes / Pins	\$ 12.00/each
GPS/Robot Equipment Use Charge	\$ 45.00/hour
Confined Space Entry Equipment Charge	\$ 400.00/day

Subcontract Services:

All subcontracted work will be invoiced to the Client at cost plus fifteen (15%) percent.

NOTES:

- (1) Rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site.
- (2) Automobile mileage expense shall be periodically adjusted consistent with IRS allowances.
- (3) Telephone/Communications will be invoiced as a reimbursable expense at 1% of the total labor cost.



CONTRACT FOR PROFESSIONAL SERVICES

TITLE

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060
AND

Hayner/Swanson, Inc.
and its successors, transferees and assignees (together "Professional Engineer")

NAME AND TITLE OF PROFESSIONAL ENGINEER

3 CONGRESS STREET
NASHUA, NH 03062

ADDRESS OF PROFESSIONAL ENGINEER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Engineer ; and

WHEREAS, it is deemed that the services of a Professional Engineer herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Professional Engineer represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts

Exhibit B—March 6, 2020 Proposal from Hayner/Swanson, Inc. describing scope and basis of fee

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Professional Engineer shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **December 31, 2020** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed Twenty Four Thousand Dollars (\$24,000)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Professional Engineer has received a written exemption from the City of Nashua, Professional Engineer shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Professional Engineer's right to payment as the City of Nashua may reasonably require. Professional Engineer shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to VendorAPIInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

**City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Professional Engineer agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Professional Engineer. The City of Nashua will pay Professional Engineer within **30** days of approval by the City of Nashua of the submitted

invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:

Tim Cummings
Director of Economic Development
City of Nashua

REPRESENTATIVE:

John C. Vancor, P.E., Vice Pres.
Hayner/Swanson, Inc.

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Professional Engineer may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

(signature)

Tim Cummings, Dir. Econ. Dev.
(Printed Name and Title)

John C. Vancor, P.E., Vice President
(Printed Name and Title)

Date

Date

**EXHIBIT A
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

2. **PROFESSIONAL ENGINEER STATUS** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Professional Engineer or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Engineer to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Engineer shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Engineer's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Professional Engineer shall not in any way relieve Professional Engineer of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Professional Engineer's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Professional Engineer, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Professional Engineer's performance under the contract. Professional Engineer shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Engineer of the change.

When Professional Engineer seeks changes, Professional Engineer shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Professional Engineer should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Engineer shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a

decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Professional Engineer 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Engineer shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Professional Engineer shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Professional Engineer's failure. Professional Engineer shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Engineer to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Professional Engineer had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Professional Engineer such that Professional Engineer receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Professional Engineer's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Engineer's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Engineer Representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute

as described above within 30 days, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Professional Engineer shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability;
***Coverage must include all owned, non-owned and hired vehicles.**
- \$1,000,000 Profession Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Subcontractors are subject to the same insurance requirements as Professional Engineer and it shall be the Professional Engineer's responsibility to ensure compliance of this requirement.

Professional Engineer will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Professional Engineer is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Engineer is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

- Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.
13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Professional Engineer with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Professional Engineer shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Professional Engineer's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Professional Engineer to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.
15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.
16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Professional Engineer's attention is directed to "Title 41" Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Professional Engineer agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Professional Engineer under this contract.

In connection with the performance of work under this contract, Professional Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Professional Engineer agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Professional Engineer shall constitute a material breach of the contract.

17. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional

Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Professional Engineer. The City of Nashua shall have the right to reproduce any such materials.

Professional Engineer expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Professional Engineer agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

Professional Engineer shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list

of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Director of Economic Development or other designated official accepts and approves the notice of completion.

23. **TAXES** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Professional Engineer (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Professional Engineer shall refund to the City of Nashua any profits realized under this contract, and Professional Engineer shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Engineer, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Engineer.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Engineer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

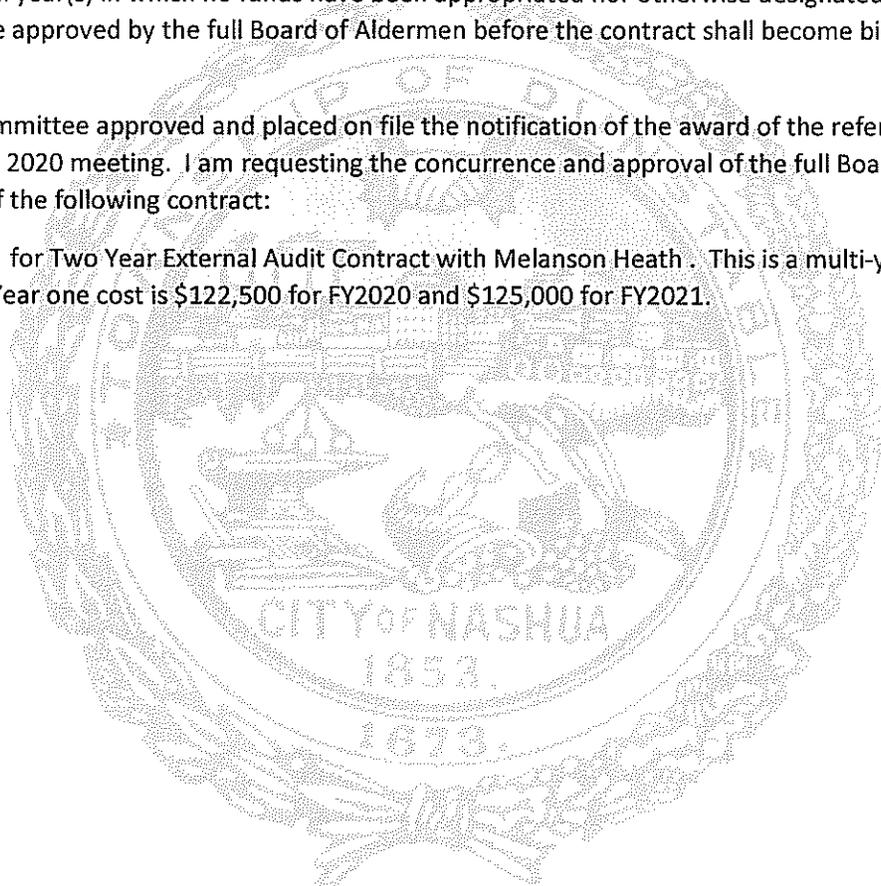
Date: 5/26/2020

Re: Contract for Two Year External Audit Contract with Melanson Heath

Pursuant to NRO § 5-74 (B), which states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee approved and placed on file the notification of the award of the referenced contract at their May 21, 2020 meeting. I am requesting the concurrence and approval of the full Board of Aldermen for the award of the following contract:

Contract Award for Two Year External Audit Contract with Melanson Heath . This is a multi-year contract for two years. Year one cost is \$122,500 for FY2020 and \$125,000 for FY2021.





THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

May 14, 2020
Memo #20-105

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR TWO YEAR EXTERNAL AUDIT CONTRACT WITH MELANSON
HEATH (VALUE: \$122,500)
DEPARTMENT: 126 FINANCIAL SERVICES; FUNDS: PROGRESSIONAL AND
TECHNICAL SERVICES \$89,900
DEPARTMENT: 168 SOLID WASTE; FUNDS: PROFESSIONAL AND TECHNICAL
SERVICES \$13,000
DEPARTMENT 169 WASTEWATER: FUNDS; PROFESSIONAL AND TECHNICAL
SERVICES \$19,600

Please see the attached communication from John L. Griffin, Chief Financial Officer, dated May 12, 2020 for information related to this purchase.

Pursuant to NRO § 5-83 **Professional Services** (A) In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

The Chief Financial Officer and the Purchasing Department recommend the approval of this contract in the amount of **\$122,500** to **Melanson Heath & Company of Nashua, NH**.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: J. Griffin



THE CITY OF NASHUA

Financial Services Division

Office of the Chief Financial Officer

"The Gate City"

TO: Mayor James Donchess

FROM: John L. Griffin and Rosemarie Evans

DATE: May 12, 2020

RE: Recommendation to Extend Melanson Heath & Company Contract

The purpose of this communication is to recommend extending the existing contract with Melanson Heath & Company for services to audit the City's general-purpose financial statements and schedules for the fiscal years (FY2020) and FY2021. The contract amounts are \$122,500 and \$125,000 for the FY2020 and FY2021 audits respectively.

During the past several years, this firm has provided audit services for the City's new Lawson Financial Systems including General Ledger, Payroll, Accounts Payable, Procurement, Cash Receipts and Fixed Assets. The familiarity that the incumbent has with the former ADMINS system has proven to be most helpful.

As the City continues to convert several of its critical legacy systems from ADMINS to newer systems, the institutional knowledge of the audit firm of the systems is important. MUNIS software property tax billing has been successfully operating for several years and utility billing for wastewater is continuing through the implementation process.

In summary, given the institutional knowledge of the City's financial systems, it is important to maintain the services from the incumbent external auditor – Melanson Heath & Company for continuity purposes.

January 14, 2020

Mr. John Griffin
Chief Financial Officer
City of Nashua
229 Main Street
Nashua, New Hampshire 03061

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Dear Mr. Griffin:

You have requested that we audit the basic financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire (the City), as of June 30, 2020 – 2021 and for the years then ended, and the related notes to the financial statements. In addition, we will audit the City's compliance over major federal award programs for the years ended June 30, 2020 - 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements, including the management's discussion and analysis (MD&A) and various pension and other post-employment benefits (OPEB) schedules. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Supplementary Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. Our procedures also include certain tests of documentary

evidence that support the transactions recorded in the accounts. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit of Major Program Compliance

Our audit of the City's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB *Compliance Supplement*

for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.
- c. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014.
- d. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements.
- e. For the design, implementation, and maintenance of internal control over compliance.
- f. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented.
- g. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings.
- h. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings.
- i. For submitting the reporting package and data collection form to the appropriate parties.
- j. For making the auditor aware of any significant vendor/contractor relationships where the vendor/contractor is responsible for program compliance.
- k. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - ii. Additional information that we may request from management for the purpose of the audit.
 - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- l. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the City's auditor.

- m. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs.
- n. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.
- o. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- p. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Mayor and Board of Aldermen of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Edward J. Boyd, Jr., CPA is the engagement principal for the audit services specified in this letter. Those responsibilities include supervising the City's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. Our fees for audit services for June 30, 2020 - 2021 will be \$122,500 and \$125,000, respectively.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Other Services

We will assist in compiling the financial statements, including note disclosures, and preparing the government-wide financial statements (by consolidating various funds into governmental activities, and recording all long-term assets, long-term liabilities, and net position classifications from information provided by the City).

We will also assist in the compilation of the following information based on information gathered during the audit process:

- Management's Discussion and Analysis
- Data Collection Form

With respect to any nonattest services we perform, which may include assistance with the compilation of financial statements, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed;

(d) evaluating and accepting responsibility for the results of the services performed; and
(e) establishing and maintaining internal controls, including monitoring ongoing activities.

Group Audit Considerations

Our audit will be a group audit as defined by AU-C Section 600. We have identified Pennichuck Corporation and Nashua Airport Authority as components of our group audit. Our Firm will act as the auditor for Pennichuck Corporation. Another firm will act as the auditor for the Nashua Airport Authority and we will communicate to the other auditor our intention to rely on their opinion on the applicable components' financial statements. At the conclusion of our audit we will obtain this representation and approval to rely on such opinion.

Other Matters

We understand that your employees will locate any documents or support for any other transactions we select for testing.

We are not hosts for any client information. You are expected to retain all financial and non-financial information to include anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals, including ShareFile, are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available upon request for your consideration and files.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- a. Our view about the qualitative aspects of the City's significant accounting practices.

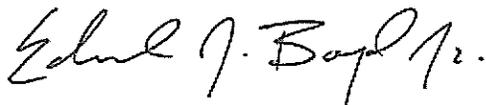
- b. Significant difficulties, if any, encountered during the audit.
- c. Uncorrected misstatements, other than those we believe are trivial, if any.
- d. Disagreements with management, if any.
- e. Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- f. Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- g. Representations we requested from management.
- h. Management's consultations with other accountants, if any.
- i. Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Melanson Heath and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Melanson Heath's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Edward J. Boyd, Jr." with a stylized flourish at the end.

Edward J. Boyd, Jr., CPA
Principal

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Nashua, New Hampshire by:

Name: _____

Title: _____

Date: _____



RESOLUTION

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE TAXABLE BONDS OF UP TO \$75,000,000

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua is the sole shareholder of Pennichuck Corporation (“Pennichuck”) and each of its subsidiaries;

WHEREAS, Article IX (3) of the Articles of Incorporation of Pennichuck and Article V §2 of the by-laws of Pennichuck require the approval of the sole shareholder (the City of Nashua) for Pennichuck to create, incur, assume, or guarantee any indebtedness for borrowed money, which includes contracting a loan on behalf of Pennichuck or its subsidiaries; and

WHEREAS, Pennichuck Water Works, Inc. is a regulated New Hampshire public water utility, and is a wholly owned subsidiary of Pennichuck which, in turn, is wholly owned by the City of Nashua.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the City approves the borrowing by Pennichuck Water Works, Inc. of up to \$75,000,000 of issuance of taxable bonds to finance and refinance currently outstanding debts of approximately \$58,500,000, finance monies to refill its MOERR RSF for \$5,500,000, and to fund the cost of issuance and any escrow deposits amounts required and any allowance needed for the issuance of the bonds at a premium, should that be required.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-039

PURPOSE: Authorizing Pennichuck Corporation and Pennichuck Water Works, Inc. to issue taxable bonds of up to \$75,000,000

ENDORSERS: Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: None.

ANALYSIS

This resolution approves the proposal by Pennichuck Corporation and one of their regulated public water subsidiaries to issue up to \$75,000,000 in taxable bonds as described in the resolution.

We have forwarded additional information provided by Pennichuck on the proposal to the Board of Aldermen.

Article IX (3) of Pennichuck Corporation's Articles of Incorporation and Article V §2 of the Pennichuck Corporation's by-laws requires City approval for the borrowing.

Approved as to form: Office of Corporation Counsel

By: /s/ Dorothy Clarke

Date: May 20, 2020



RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND AN ADDITIONAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR PUMP STATION UPGRADES

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS R-15-150 “Authorizing the Mayor and City Treasurer to borrow an amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) through the issuance of bonds and/or a loan through the New Hampshire Department of Environmental Services State Revolving Loan Fund for pump stations upgrades” was passed by the Board of Aldermen on July 14, 2015; and

WHEREAS the pump station upgrades project has been broken into two phases with Phase I having an estimated cost of \$4,885,000 and currently funded through a loan from the New Hampshire Department of Environmental Services State Revolving Loan Fund. Additional funding is needed to complete Phase II of the pump station upgrades, which has an estimated cost of \$6,115,000, requiring the city to borrow an additional amount up to \$2,500,000, increasing the total authorization for the Pump Stations Upgrade Project from \$8,500,000 to \$11,000,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to borrow an additional amount up to Two Million Five Hundred Thousand Dollars (\$2,500,000), which increases the total project amount not to exceed Eleven Million Dollars (\$11,000,000), through the low interest loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Loan Fund. The proceeds of said loans shall be used to fund the Pump Stations Upgrade Project Phase I and II.

Mayor James Donchess is hereby authorized on behalf the City of Nashua to file an application for a loan to be made in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500. If such loan is made the City of Nashua agrees to repay the loan as stipulated in the loan agreement.

RESOLUTION

R-20-040

The Treasurer for the City of Nashua is hereby authorized to furnish such information and take such other action as may be necessary to enable the City of Nashua to qualify for the loan.

The Treasurer for the City of Nashua is hereby designated as authorized representative of the City of Nashua for the purpose of furnishing such information, data and documents pertaining to the City of Nashua for the loan as may be required, and otherwise to act as the authorized representative of the City of Nashua in connection with this application.

RESOLVED FURTHER that the Mayor is authorized to enter into the required contracts therefore as well as any amendments to be made thereto or any other documentation necessary for the receipt of said funds.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-040

PURPOSE: Authorizing the Mayor and City Treasurer to borrow from the New Hampshire Department of Environmental Services State Revolving Loan Fund an additional amount not to exceed two million five hundred thousand dollars (\$2,500,000) for pump station upgrades

ENDORSER(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee
Board of Public Works

FISCAL NOTE: It is anticipated that the additional loan (\$2,500,000) will be approved in FY 21 for a term of twenty years. It is estimated that the interest rate will be approximately 2.0% and the total cost for the loan will be approximately \$3,025,000 including interest. The average annual payment will be approximately \$153,000 with the beginning years at a higher amount.

ANALYSIS

This resolution authorizes the Mayor and the City Treasurer of the City of Nashua to borrow up to \$2,500,000 in additional funds from the State of New Hampshire Revolving Loan Fund to be used for expenses related to completing the Pump Stations Upgrade Project.

Pursuant to Nashua City Charter §54-a, this Resolution requires a “duly advertised public hearing”. Also see NH RSA 33:9, which requires a 2/3 vote for passage of this Resolution.

This legislation should be referred to the Board of Public Works.

**Approved as to account structure, Financial Services Division
numbers, and amount:**

By: _____ /s/ David Fredette

Approved as to form: Office of Corporation Counsel

By: _____ /s/ Dorothy Clarke

Date: _____ May 20, 2020



RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE AND LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER AND SUPPLEMENTAL APPROPRIATION

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached collective bargaining agreement between the Mayor and the Board of Fire Commissioners of the City of Nashua, New Hampshire and Local #789, International Association of Fire Fighters are approved. The collective bargaining agreement covers the period from July 1, 2019 through June 30, 2023.

In addition, this resolution authorizes the transfer of \$438,725 from Department 194, Contingency, Account #70150 "Contingency for Negotiations" into Department 152, Fire, Account #51900 "Payroll Adjustments" for the purpose of funding FY2020 base salary adjustments contained in the agreement.

In addition, this resolution supplementally appropriates \$150,000 of Fiscal Year 2020 unassigned fund balance into Department 152, Fire, Account #51900 "Payroll Adjustments" for the purpose of funding FY2020 base salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-041

PURPOSE: Approving the cost items of a collective bargaining agreement between the Mayor and the Board of Fire Commissioners and Local #789, International Association of Fire Fighters from July 1, 2019 through June 30, 2023 and authorizing a related transfer and supplemental appropriation

ENDORSER(S): Alderman-at-Large David C. Tencza
Alderman-at-Large Ben Clemons
Alderman Skip Cleaver

**COMMITTEE
ASSIGNMENT:** Budget Review Committee

FISCAL NOTE: The cost analysis is attached. The use of the unassigned fund balance to cover a deficit in an operating budget is unprecedented in the City of Nashua and Financial Services does not recommend starting now. In consulting with the City's Financial Advisor, Hilltop Securities, their concern is the cost of the contract over the next two years as all municipalities will have significant fiscal issues in FY2021 and FY2022 resulting from the continuing COVID-19 Pandemic.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Fire Commissioners and Local #789, International Association of Fire Fighters. The Agreement has a term of four years, commencing on July 1, 2019 and expiring on June 30, 2023. The board of aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c). The redlined copy of the CBA does not include 73 deleted pages of old salary grids that were part of Article 13 of the prior contract. The redlined copy only includes the newly proposed salary grids, which are now appendices at the end of the CBA.

The resolution also authorizes the transfer of funds from "Contingency for Negotiations" into "Fire - Payroll Adjustments" to partially fund the FY2020 base salary adjustments contained in the collective bargaining agreement. Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another. NRO § 5-130, H provides that "when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

This resolution also supplementally appropriates unassigned fund balance to fund the remainder of the FY2020 base salary adjustments contained in the collective bargaining agreement. Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

**City of Nashua
Nashua Fire and Rescue Contract Analysis**

Date: 5/19/2020

Line No.	Description	Base				
		FY19	FY20	FY21	FY22	FY23
1	Number of Employees in Analysis	170	170	170	170	170
2						
3	Base Pay Calculations					
4	Base Pay	\$ 11,418,676	\$ 11,418,676	\$ 11,873,656	\$ 12,352,898	\$ 12,872,196
5	Anticipated Step Increases		55,326	63,664	148,711	138,326
6	Base Pay Increase		399,654	415,576	370,587	386,166
7	Total Base Pay	\$ 11,418,676	\$ 11,873,656	\$ 12,352,898	\$ 12,872,196	\$ 13,396,688
8	\$ Change over Prior Year		\$ 454,980	\$ 479,242	\$ 519,298	\$ 524,492
9	Real Annual % Increase over Prior Year		3.98%	4.04%	4.20%	4.07%
10						
11	Other Salary Costs					
12	Overtime - Regular	\$ 99,040	\$ 102,986	\$ 107,143	\$ 111,647	\$ 116,196
13	Overtime - Coverage	725,778	754,697	785,358	818,165	851,502
14	Additional Hours	1,527,864	1,588,742	1,652,867	1,722,351	1,792,530
15	Specialty Pay (Hazmat Team & Dive Team)	254,900	265,057	276,755	287,347	299,055
16	Dispatcher Certifications		36,569			
17	Longevity	142,996	151,661	160,239	172,606	182,467
18	Holidays	673,630	687,900	715,800	746,032	776,589
19	Sick Incentive	32,212	33,495	34,847	36,312	37,792
20	Clothing Allowance (170 members additional \$50.00 beginning in FY20)	102,000	110,500	110,500	110,500	110,500
21	Educational Assistance (assumes \$750 increase FY20) additional fixed amount of \$1,000 thereafter)	20,000	20,750	21,750	22,750	23,750
22	Total Other Salary Costs	\$ 3,578,420	\$ 3,752,357	\$ 3,864,059	\$ 4,027,711	\$ 4,190,381
23	\$ Change over Prior Year		\$ 173,937	\$ 111,702	\$ 163,652	\$ 162,670
24	% Change over Prior Year		4.9%	3.0%	4.2%	4.0%
25						
26	Total Base Pay and Other Salary Costs	\$ 14,997,096	\$ 15,626,013	\$ 16,216,957	\$ 16,899,907	\$ 17,587,069
27	\$ Change over Prior Year		\$ 628,917	\$ 590,944	\$ 682,950	\$ 687,162
28	% Change over Prior Year		4.2%	3.8%	4.2%	4.1%
29						
30	Retirement Costs					
31	Pension (NHRS FY19 = 31.89% FY19) (FY20-FY23 = 30.09%)	\$ 4,743,668.22	\$ 4,651,370.69	\$ 4,839,888.30	\$ 5,045,067.11	\$ 5,251,553.37
32	FICA and Medicare (Blended)	260,949	271,893	282,175	294,058	306,015
33	Total Retirement Costs	\$ 5,004,618	\$ 4,923,263	\$ 5,122,063	\$ 5,339,145	\$ 5,557,568
34	\$ Change over Prior Year		\$ (81,354)	\$ 198,800	\$ 217,082	\$ 218,423
35	% Change over Prior Year		-1.6%	4.0%	4.2%	4.1%
36						
37	Insurance Benefits Costs					
38	Medical Insurance Costs (Assumes 11.7% Inc (FY20) 5.6% Inc for each year (FY21 - FY23))	\$ 2,731,095	\$ 3,050,633	\$ 3,221,469	\$ 3,401,871	\$ 3,592,376
39	Dental Insurance Costs (Assumes 0% Inc (FY20), 4.5% Inc (FY21), 2.0% Inc (FY22 -FY23))	180,447	180,447	188,567	192,338	196,185
40	Life Insurance Costs	22,436	25,647	26,682	27,804	28,937
41	Total Insurance Benefits Costs	\$ 2,933,978	\$ 3,256,727	\$ 3,436,718	\$ 3,622,013	\$ 3,817,498
42	\$ Change over Prior Year		\$ 322,749	\$ 179,991	\$ 185,295	\$ 195,484
43	% Change over Prior Year		11.0%	5.5%	5.4%	5.4%
44						
45	Total Costs	\$ 22,936,692	\$ 23,806,004	\$ 24,775,738	\$ 25,881,066	\$ 26,962,135
46	\$ Change over Prior Year		\$ 870,312	\$ 969,734	\$ 1,086,328	\$ 1,101,070
47	% Change over Prior Year		3.8%	4.1%	4.4%	4.3%
48						
49	Average Annual Total Compensation Package	\$ 134,916	\$ 140,035	\$ 145,740	\$ 152,124	\$ 158,601
50	Average Annual Increase per Employee		\$ 5,119	\$ 5,704	\$ 6,384	\$ 6,477
51	Average Percentage Increase per Employee		3.8%	4.1%	4.4%	4.3%

**AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE
COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE, AND
LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

JULY 1, ~~2015~~2019 -- JUNE 30, ~~2019~~2023

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**AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF
FIRE COMMISSIONERS OF THE CITY OF NASHUA,
AND LOCAL -789 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

This is an agreement made this _____ day of _____, ~~2016~~2020, by and between the City of Nashua, New Hampshire, by its Mayor and the Board of Fire Commissioners duly authorized, hereafter referred to as the "City" and Local 789, Nashua, New Hampshire, International Association of Fire Fighters, hereafter referred to as the "Union".

In consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

Article 1 – PURPOSES

It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish fair and equitable standards of wages, hours and other conditions of employment, and to continue the existing harmonious relationship between the Fire Department and its permanent employees, and to promote the morale, equal rights, well-being and security of the Fire Department's permanent employees.

Article 2 - BARGAINING UNIT AND EXCLUSIONS

The City hereby recognizes the International Association of Fire Fighters, Local #789, as the sole bargaining agent and sole and exclusive representative of all employees of the Nashua Fire Rescue Department, with the exception of the Chief, the Assistant Chief, the Deputy Chiefs, general maintenance person, and other civilian personnel for the purpose of bargaining with respect to wages, hours of duty and working conditions. Employees in the bargaining unit who perform office work are not included in these exceptions. This agreement shall apply to all bargaining unit employees of the Fire Department as defined above, with the exception that probationary employees in Article 16 may not use the grievance procedure in cases of termination or discipline.

Article 3 - UNION SECURITY

A. Subject to compliance with applicable law, for the term of this agreement or any extension thereof, all employees who are Union members on the date of the execution of this agreement or who shall thereafter join the Union during the term of this agreement shall remain members of the Union in good standing as to payment of dues as a condition of continued employment by the City, providing that the Union shall set a 15 consecutive day period during the term of this agreement during which such members shall be able to withdraw their membership in writing.

B. Subject to all compliance with all applicable law, all new employees employed during the term of this agreement shall within nine (9) months after their hire, become members of the Union and continue as such as a condition of continued employment. However, any such employee who withdraws their membership from the Union shall render to the Union a service fee commensurate with their fair share apportionment for the cost of collective bargaining and the administration of this collective bargaining agreement. Such service fee may be deducted pursuant to the terms of Article 10 of this agreement.

C. The City agrees that it will not discriminate against, intimidate or coerce any employee in the exercise of his/her rights to bargain collectively through the Union or on account of membership in or activities on behalf of the Union.

D. It is also agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

E. It is also agreed that the parties hereto ascribe to and support the implementation of the City of Nashua's affirmative action program.

Article 4 - MANAGEMENT'S RIGHTS

Except as otherwise expressly and specifically provided in this agreement, the Union recognizes and agrees that the supervision, management and control of the City's business, operations, working force and plant are exclusively vested in the management of the City. Without limiting the generality of the foregoing, the

Union recognizes and agrees that the right to plan, direct and control the City's business, methods, operations and working force; to hire, promote, transfer and temporarily assign bid positions for absences in excess of 45 days, and lay off employees, to grant leave, and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours and schedules of work and the work tasks and standards of performance for employees, is vested exclusively in the City. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to negotiate for working conditions and represent the employees covered hereby in the procedures provided in this agreement and nothing in this agreement shall be so interpreted as to change any benefits now enjoyed by employees unless such change is specifically covered in provisions of this agreement other than this Article 4.

Article 5 - CONFORMITY WITH LAWS, CHARTER AND RULES AND REGULATIONS

Mindful of all existing New Hampshire laws, the City of Nashua Charter and Ordinances provisions, rules and regulations of the Nashua Fire Department and every other applicable law, all provisions of this agreement shall be subject to and consistent with such laws and regulations promulgated thereunder by the Board of Fire Commissioners. The Union will be informed of any new rules and regulations to be applied after the signing of this agreement and any such new rules and regulations shall not be in conflict with or supersede any other provisions of this agreement. The City of Nashua and the Board of Fire Commissioners agree not to make any law or regulation or to adopt rules relative to the terms and conditions of employment that would invalidate any portion of this agreement.

Article 6 – INDEMNIFICATION

The City will maintain in effect for the life of this agreement and will have all Fire Department personnel named as insureds thereunder, the public liability insurance in force on the effective date of this agreement, provided, however, that if the City is unable to procure and maintain such insurance, it will indemnify the members of the bargaining unit in the same manner and to the same extent as the City's present insurance coverage now provides.

Article 7 - UNION BUSINESS

A. A grievant and one representative shall each be allowed one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances at steps 1, 2 and 3 of Article 19.

B. The Union President, Vice President, Secretary-Treasurer, Steward-at-Large and stewards shall each be allowed one duty shift per month to attend to Union functions, provided they comply with Article 24, section C.

The President of the Union, or designee, shall be granted a total of up to eight (8) duty shifts of paid leave annually for the purpose of Union business, provided the Chief is given at least five (5) days' notice prior to the leave occurring.

C. All personnel shall have such additional rights, if any, as are granted them under New Hampshire Revised Statutes Annotated Chapter 273-A (RSA 273-A).

D. Any officer of the Union who is required to attend a Union function or perform other duties on behalf of the Union necessitating a leave of absence shall apply in writing to the Chief and the Board of Fire Commissioners and may be granted such leave without pay when in the opinion of the Chief it will not affect the effective operation of the Fire Department. In the event an officer of the Union is granted leave, he/she shall be required to provide a replacement who is qualified in the opinion of the Chief or designee.

Article 8 – NEGOTIATIONS

All contract negotiations will be conducted by the Local #789 Executive Committee with the Mayor and Board of Fire Commissioners, the Chief of the Department and any other duly authorized personnel.

Article 9 - DISCIPLINARY PROCEDURES

A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and progressive in its severity. Disciplinary actions shall normally follow the order below:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Discharge

The City may deviate from the order above when the occasion or severity of the offense warrants. In the event of suspension, demotion, or discharge, or any other disciplinary action the reasons for the action taken will be given in writing to the employee and the Union within 24 hours.

B. It is specifically agreed that any employee may be discharged for reporting to work under the influence of intoxicating liquor or illegal substances, becoming under the influence of intoxicating liquor or illegal substances while on the job, or offenses involving moral turpitude. A sobriety test and/or the appropriate testing for substance abuse is mandatory and any employee who refuses such test(s) may be discharged at the option of the Department.

If any invasive test: blood, urine, breath or other test is used, a split sample will be provided and the complete test results, procedures and chain of custody will be made available to the Union and the employee within twenty-four (24) hours of receipt.

C. Any employee disciplined or discharged shall, except in cases involving conviction of a felony during the term of this agreement, be entitled to the provisions of the Grievance Procedure under Article 19, and will be allowed a representative of his or her choosing. If requested in writing by the employee, a hearing must be held by the Fire Commission within seven (7) calendar days of the disciplinary action or discharge.

D. Provided that the employee has had no recurrence of discipline within the specified period, verbal warnings will be removed from the verbal warning file after six (6) months, and written warnings will be removed from the employee's personnel file after twelve (12) months upon the employee's written request. Records pertaining to suspension shall be removed from the employee's personnel file after sixty (60) months upon the employee's written request. The parties agree that the warnings as well as the employee's request shall be removed from the file and returned to the employee within thirty (30) days of the request. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 10 - UNION DUES

A. The City agrees to deduct, once each week, dues in an amount certified to be current by the treasurer of the Union, from the pay of those employees who individually request in writing that those deductions be made. The total amount of the deductions shall be remitted by the City to the treasurer of the Union. At the request of the Union, such remittance may be made by direct deposit or electronic transfer to the Union's Bank.

B. The City shall have no obligation to collect dues or service fee deductions in the event that an employee has no pay coming to him or her, or the check is not large enough to satisfy the dues deduction, no deduction will be made for that week.

C. In no case will the City collect fines or assessments for the Union other than under A above.

D. The Union shall indemnify and save harmless the city in and on account of any and all claims, suits and damages arising out of or in relation to such dues or service fee deductions.

Article 11 - PROTECTION OF CITY PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its proper place of storage. Drivers shall be responsible for all tools and equipment on their assigned apparatus.

Article 12 - SAFETY AND HEALTH

A. The City and Union shall cooperate in matters of safety, workers compensation claims prevention, health and sanitation affecting the employees. There shall be established a departmental safety committee, a truck committee, an equipment committee and other committees as may be mutually agreed upon by the parties, each comprised of one private and one officer named by the Union and the Chief or designee. The committee shall meet as necessary and will keep minutes of all proceedings. A copy of the minutes and any reports issued by the committee shall be posted at each station, and a copy forwarded to the Fire Commission and the Union. There shall be compensation paid for attendance at committee meetings by members of the bargaining unit unless they are on duty.

B. No employee shall be required to ride the rear of a hose wagon alone except when a second employee is on emergency leave as specified in Article 15 or 24, or has called in sick under Article 22 unless the second employee is responding to the same incident in another vehicle. The first employee will then ride alone only until the second employee returns or his or her substitute arrives as specified under Article 15 or 24.

C. The Department will first respond to each incident other than a brush fire with an engine/aerial having not less than an officer, a driver and two fire fighters. In the event of response by additional personnel, not less than two fire fighters and one officer shall be assigned to each hose line. Under normal operating conditions, any apparatus in active operation at a fire scene shall have an operator. The only exceptions to the foregoing shall be as follows:

1. When one member of the group responding is engaged in first responder duties.
2. When an officer is engaged in group training with other officers. In that event an officer shall respond to a structure fire at the same time as the first dispatch via separate vehicle.
3. When an employee is on emergency leave as specified in Article 15 or 24 or has called in sick under Article 22. In that event, less than the above numbers of personnel will respond only until the absent employee on emergency leave returns or his or her substitute arrives as specified under Article 15 or 24.
4. When an employee becomes unable to perform his/her duties due to illness or injury and leaves work after 0800 hours on the day shift or after 1800 hours on the night shift. Under no circumstances, however, will this subparagraph result in more than one unfilled slot on a shift.
5. When a member is responding with another vehicle.
6. During EMS training there will be no more than 3 companies out of service or 2 companies out of service and one company short one person (every effort possible will be made to place as many members as possible on a single piece of apparatus for the purpose of placing it out of service for training).

D. The minimum number of fire suppression personnel on duty on any given shift will be based on the following formula for each piece of fire apparatus designated by the Commission as being in service for that duty shift.

1. Total number of engines times four personnel.
2. Total number of aerials times four personnel.
3. Shift Management Technician. Position to be filled during the 2015 fiscal year.

The total number of personnel designated by the above formula shall be temporarily reduced by any personnel absent as set out in Paragraph C, subparagraphs 1, 2, 3, 4 and 5 above. The designation of the above formula for safety purposes shall not operate as a restriction on the stations or pieces of apparatus to which individual personnel may be assigned. The Fire Commission will designate in writing which pieces of apparatus are to be in service at each station for each duty shift. Ten (10) days' notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for seven (7) days or less. Twenty-one (21) days' notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for any period in excess of seven (7) days.

Specialty vehicles are any vehicles which are operational but not in service on a full time status, or manned. Examples could be CFR 1, Utility, Forestry, spare apparatus (engines or ladders), Command van, etc. Specialty vehicles are subject to the provisions of Article 12, Paragraph C.5.

E. There shall also be provisions for proper working facilities, equipment, tools, safety devices, protective clothing and other modern implements of fire rescue services so as to provide the City with an efficient and safety-minded fire fighting organization to give the City full protection within the limits of the annual budget as passed by the Mayor and the Board of Aldermen.

F. After the four Dispatch Supervisors are hired, there shall be no less than ~~two~~ three Fire Dispatchers or Dispatch Supervisors on duty at all times, with the exception of time taken under Article 15, F. If a third Fire Dispatcher or Dispatch Supervisor is needed, every effort will be made to call in a third Fire Dispatcher or Dispatch Supervisor from the remaining pool of Fire Dispatchers and

Dispatch Supervisors. If unable to secure replacement from off duty Fire Dispatchers and Dispatch Supervisors, the dispatch center will operate with the remaining two members for the remainder of the shift. This language only applies if a member must leave after their shift has begun.

F.1. If three Fire Dispatchers are working on a shift, the most senior of the three Fire Dispatchers working will receive Article 34 Working Out of Classification pay for performing the duties of a Dispatch Supervisor. As the Dispatch Supervisor salary grids do not have a probation rate column, the “2 years” column will be used as the probationary rate for that position. The specific pay in the “2 year” column will be based on any Dispatch Supervisor certifications that the Fire Dispatcher has.

G. The Department will implement and fund an “Infectious Disease program that will provide employees who choose to, the opportunity to receive:

-Hepatitis – A inoculation.

-Hepatitis – B titer for those members who have had the Hepatitis – B series and are not aware of their immunity.

-Hepatitis – C baseline screening.

-Tuberculosis screening annually.

Article 13 - SALARIES

A. Effective July 1, ~~2015~~2019, a ~~1.5%~~3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by classification and certification as set forth in Appendix A of this ~~Article~~Agreement.

~~B. — Effective March 1, 2016, a 1.0% cost of living increase in wages will be added to the payroll grade and step grid by the City as set forth in Appendix B of this Article.~~

~~CB.~~ Effective July 1, ~~2016~~2020, a ~~0.0%~~3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as

determined by the classification and certification as set forth in Appendix ~~CB~~ of this Article Agreement.

~~DC~~. Effective July 1, ~~2017~~2021, a ~~2.0%~~3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by the classification and certification as set forth in Appendix ~~DC~~ of this Article Agreement.

~~E~~. ~~Effective January 1, 2018, a 1.0% cost of living increase in wages will be added to the payroll grade and step grid by the City as set forth in Appendix E of this Article.~~

~~FD~~. Effective July 1, ~~2018~~2022, a ~~1.0%~~3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by the classification and certification as set forth in Appendix ~~FD~~ of this Article Agreement.

~~G~~. ~~Effective January 1, 2019, a 2.0% cost of living increase in wages will be added to the payroll grade and step grid by the City as set forth in Appendix G of this Article.~~

~~HE~~. All members of the bargaining unit who have completed ten or more years of service with the Nashua Fire Rescue as of July 1, 1997 shall be considered certified for purposes of grade and step grid.

The members to which this subsection pertains, agree to make a good faith attempt to secure certification specific to the members position, provided training is available locally. The City agrees to endeavor to make the training necessary for said certification available within the department while on duty.

All members of the bargaining unit achieving 10 years of service with Nashua Fire Rescue after July 1, 1997 or promoted after July 1, 1997 will be required to have the certification specific to the member's position to receive the certified grade on payroll grid.

Fire Fighters and Fire Dispatchers who were employed before July 1, 2003 and are not currently certified as set forth in this Article shall be entitled the

appropriate percentage based wage increase as described in Article 13, sections A and B.

Certifications for the purpose of receiving the certified grade on the payroll grid is subject to specific certification being available in New Hampshire.

Any member currently certified prior to the effective date of this Agreement, shall participate in necessary training to remain certified. However, they are not subject to any additional requirements.

FF. All step increases are effective July 1, annually except:

1. Probation, which advances a step on the payroll grade and step grid after successful completion of probation; and

2. FF and Dispatcher members with less than four (4) years of departmental service shall be paid at the appropriate grade and step on the payroll grade and step grid effective on the date of certification or the date of their departmental anniversary, whichever comes later.

JG. Effective July 1, 2012, the base weekly pay for certified members will include compensation equal to one-half (1/2) times hourly rate for certifications for Hazardous Materials: Awareness, Operation and Decon and EMT-B or higher or, if hired before July 1, 2000, First Responder, Oxygen Therapy, Back Board and AED. Those members who do not obtain or maintain these certifications will be paid at the appropriate grade.

KH. Members in a Special Division who currently receive a stipend for any certification or any member who is hired, promoted or transferred to a Special Division in the future, will receive stipends currently available to existing members.

LI. Additional Stipend shall be paid to members who hold, maintain, and participate in the following Certifications:

LI.1. Hazardous Materials Team Members shall receive additionally one (1) time hourly rate weekly (Emergency Services Personnel ONLY).

Hazardous Materials Alternate Team Members shall receive additionally one half (1/2) times hourly rate weekly (Emergency Services Personnel ONLY).

§1.2. Effective July 1, 2004 or when Emergency Dive Team is placed in service whichever comes first.

Emergency Dive Team: Dive Tenders/Boat Operators shall additionally receive one half (1/2) times hourly rate weekly.

Emergency Dive Team Members shall receive shall receive for this certification additionally one (1) times hourly rate weekly.

§1.3. NFR will make available all refresher courses and recertification for EMT – Intermediate, EMT – Basic, and First Responder on duty. NFR will cover EMT – Paramedics for 1 shift (10 hr day/14 hr night) for the purposes of receiving their EMT – Paramedic recertification.

Article 14 - HOURS OF DUTY

A. The following employees shall work four (4) ten-hour days: Fire Alarm Superintendent, Fire Alarm Assistant Superintendent, Fire Alarm Lineman, Superintendent of Fleet, Assistant Superintendent of Fleet, Mechanic, Fire Marshall, Inspector/Investigator, Inspector/Public Education Officer, Captain of Training, Assistant Superintendent of Training and Training/Safety Lieutenant. The schedules shall be arranged as follows:

1 The four (4) ten-hour days shall be worked on a Monday to Friday with the following exceptions:

a. One person from each division may be required to work one Saturday or one evening shift per month on a rotation basis if 7 days' notice is provided.

b. All employees covered by this subsection 14A-1 shall work from 7:30 A.M. to 5:30 P.M. or 8 A.M. to 6 P.M. as assigned by the Division Supervisor. Starting times for the individuals affected by this Subsection 14-1, b may be varied with the mutual agreement of the Union and the Chief of the Department.

2. The Saturday schedule for all Employees covered by this Section, and the evening schedule will not be worked if one member of a division is on sick leave for the week; on bereavement leave; at a Department-approved school for

one week or more; injury duty; during a holiday week or armed forces/reserve duty for one week or more; or personal leave for one week or more.

3. With prior approval of the Chief or the Chief's designee, employees covered by Article 14, A may be allowed to attend applicable job related training while on duty without having to use their own leave time.

B. Effective March 29, 2012, Fire Privates, Fire Lieutenants and Fire Captains shall work an average forty-two (42) hours per week on an eight week cycle. The following provisions shall apply:

1. For any piece of apparatus which is designated by the Fire Commissioners as being in service for 24 hours per day:

a. Those personnel who are on duty as a result of the 24-hour service period of that piece of fire apparatus shall work a schedule of one ten (10) hour day shift, followed by one fourteen (14) hour night shift, followed by forty-eight (48) hours off, followed by one ten (10) hour day shift, followed by one fourteen (14) hour night shift, followed by ninety-six (96) hours off. The cycle then repeats itself.

b. The ten-hour day shift shall commence at 0800 hours.

c. Personnel shall receive not less than fourteen (14) days' notice of any transfer of eight (8) weeks or longer. This provision may be waived by agreement of the Union and Nashua Fire Rescue administration.

2. For any piece of apparatus which is designated by the Fire Commissioners as being in service for less than 24 hours per day, the schedule will be discussed with the Union and will be no more than 12 hours per shift. The positions involved will be manned in the following manner and sequence:

a. The schedule and a description of the positions as finally determined by the Fire Commission will be posted for 30 days in order that members of the bargaining unit may offer to fill the positions first on a full-time permanent basis and then on a permanent overtime basis. Those who are named to a permanent overtime assignment under this paragraph shall no longer be eligible for inclusion on the voluntary overtime list under Article 15.

b. If insufficient experienced and qualified employees volunteer under (a) to fill the positions, then the remaining positions may be filled by the department on an involuntary basis from persons inside the department on a reverse seniority basis provided they are experienced and qualified, or the department may hire outside personnel to fill the positions.

c. The choice of personnel under (a) above shall be done on the basis of seniority provided the senior person(s) are qualified and experienced. In the event an employee is chosen under (a) or (b) above to fill a position, that employee shall, after six months in the position, be given the opportunity to fill a permanent opening for which he/she is qualified on a piece of apparatus which is in service for 24 hours per day on the basis of his or her seniority relative to those who have applied for the opening.

C. Fire Dispatchers shall work an average of forty-two (42) hours per week on an eight-week cycle of an equal amount of ten (10) hour day shifts and fourteen (14) hour night shifts. These shifts will be worked in the following pattern: one day shift, one night shift, twenty-four hours off, one day shift, one night shift, seventy-two hours off. The pattern then repeats itself.

Article 15 - OVERTIME

A. When a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate and shall not be entitled to the overtime rate until that member has worked his/her regularly schedule work week hours in the seven (7) day established cycle plus an additional five (5) hours at the regular straight time rate if section F applies and four (4) hours if section F is not applicable. (For example, a member assigned to work a thirty-eight (38) hour work week would not receive overtime for shift coverage until that member had worked forty-three (43) hours if section F is applicable and forty-two (42) hours if section F is not applicable during that seven (7) day established cycle.) For the purpose of determining whether a member is entitled to overtime during any seven (7) day established cycle, hours not worked due to sickness, vacation or paid leave, will not count towards the regularly scheduled work week hours.

B. When a Fire Officer or Fire Private is held over beyond the end of the regular work shift (day/night) he/she shall be paid time and one half for all hours worked with a one hour minimum pay rule.

C. For Fire Officers and Fire Privates - in the event that an emergency need for overtime work occurs, other than shift coverage and training classes, as reasonably determined by the Chief, overtime in excess of regular scheduled hours of duty shall be paid at time and one-half the basic rate, with a two (2) hour minimum pay rule.

D. When a specialist is kept beyond his/her regular tour of duty, he/she shall be paid time and one-half the basic rate with a one (1) hour minimum pay rule. In the event a specialist is called back to work after the specialist's duty shift has been completed, the specialist shall be paid at time and one-half the basic rate for the hours actually worked, with a two-hour (2) minimum pay rule.

E. Fire Dispatchers and Dispatch Supervisors shall be paid time and one-half (1 1/2) the basic rate for all hours worked in excess of ~~forty two (42) hours per week averaged over the eight week cycle~~ forty (40) hours per weekly pay period. For the purpose of determining whether a member is entitled to overtime during a weekly pay period, hours not worked due to sickness, vacation or paid leave will not count towards the regularly scheduled work week hours.

F. An employee upon being notified to work overtime after working a full duty shift when no emergency is involved will be given one (1) hour leave with pay to attend to personal business. The one (1) hour leave will be given at such time as to permit the purchase of food during supermarket store hours, prior to the meal for which the food is to be used. The hour of leave will be given at a time set at the discretion of the Chief or designee.

G. If an employee is notified to work shift coverage/overtime for both the day and night shift on Thanksgiving Day or Christmas Day, he will be given three (3) hours consecutively to attend to personal business. This time will include the time allotted in paragraph F above.

H. The Union shall establish by platoon for Fire Officers and Fire Privates two (2) overtime lists of those employees who hold permanent positions defined under Article 12, Paragraph D, who wish to be offered the opportunity to serve overtime on a voluntary basis. The first list for each category shall be for day shift overtime opportunities and the second list shall be night shift overtime opportunities. Overtime shall be first offered to those employees whose names are on the voluntary overtime list and who are qualified to serve the overtime in the opinion of the Chief or designee. The offers shall be made on a rotating basis on each of the appropriate lists, and employees who decline overtime when first

offered shall obtain a suitable replacement subject to the approval of the Chief or designee. No employee shall be permitted to start a shift of shift coverage overtime, if that employee has worked more than seventy-six (76) hours in that payroll week, except under conditions in B above. Employees who are absent shall lose their place in the rotation for the period that they are absent except when on vacation, bereavement leave, while involved in paid department training, on military leave of a month or less, or Union business. Union business will include personal leave that is taken for that reason. Additionally, an employee, who is scheduled on Union business and is unable to work his/her overtime because of it, will not lose their place in the rotation.

The Union shall keep current and post the voluntary overtime list every twelve months providing that employees may be added or deleted as needed by reason of transfer, new hires, promotions or like conditions. Upon being furnished the voluntary overtime list prior to posting, the department will furnish the Union with all employee telephone numbers unless an employee has refused permission for the release of the number. In the event of refusal, the Union shall be so advised and shall then be responsible for the obtaining of the telephone number. All employees shall be given the opportunity to work overtime on a voluntary basis after they have satisfactorily completed 120 days of employment in accordance with this subsection F.

I. All employees agree to work overtime at the request of the Chief or designee. If an employee is unable to work the assigned overtime, the employee to whom the overtime is assigned will obtain a suitable replacement and will be allowed to use City telephones to make such arrangements. All replacements are subject to the approval of the Chief or designee.

J. Upon request, the City will make available the involuntary overtime assignment list. All involuntary overtime shall be rotated on an equitable basis. The rotation list for involuntary overtime shall be kept current, posted and reposted by the City after every transfer.

K. Positions required by Article 12, Paragraph D, shall be designated as permanent positions. If one of these positions is vacant as a result of sickness, injury, vacation, or bereavement leave or leave provided for under paragraph 7B, that absence will constitute a temporary opening due to absence. The Department will cover temporary openings due to absence in accordance with the provisions of Paragraphs L through M below. Additional employees above those required to fill permanent positions defined in Article 12, Paragraph D shall not be used to cover

temporary openings due to absence, and the absence of such employees for any reason, will create a temporary opening under this Article.

L. When a temporary opening occurs in the Permanent Fire Officer ranks due to absence, a Permanent Fire Officer shall be used to cover the opening. In the event the Department uses an employee to cover any opening created by the use of the latter Permanent Fire Officer, that opening shall be offered to a Permanent Fire Officer on the voluntary overtime list under Paragraph F above. When any additional opening occurs in the Permanent Fire Officer ranks, that opening may be offered to an Acting Fire Officer or a Permanent Fire Officer on the voluntary overtime list under Paragraph F above. In the event no Fire Officer on the list under Paragraph F above fills a temporary opening created by a Permanent Fire Officer absence, any Permanent or Acting Officer may be required to work overtime. Any Permanent or Acting Officer required to work overtime may, at the employee's option, allow a Permanent Fire Officer or Acting Fire Officer to work the overtime, provided that the Permanent Fire Officer or Acting Fire Officer is qualified in the opinion of the Chief or designee. All coverage of openings under this paragraph shall be paid in accordance with Article 15, Paragraph A. The above should not be construed as to prohibit the Officer in Charge from assigning the replacement Fire Officers to work specific work areas.

M. When a temporary opening occurs in the Permanent Fire Private ranks due to absence, the following shall apply:

1. All temporary openings due to absence shall be offered to Permanent Fire Privates on the voluntary overtime list under Paragraph E above to be paid in accordance with Article 15, Paragraph A.

2. If an overtime opportunity to fill a temporary opening is not filled by a Permanent Fire Private whose name is on the overtime list under Paragraph E, any Fire Private may be required to cover the opening shall be paid in accordance with Article 15, Paragraph A. Any Fire Private required to work overtime may, at the employee's option, allow another Fire Private to work the overtime provided that Fire Private is qualified in the opinion of the Chief or designee. The above should not be construed as to prohibit the Officer in Charge from assigning the replacement Fire Privates to work specific work areas.

N. Notwithstanding the provisions of Paragraphs A through L above, in the event the Commission takes one or more pieces of apparatus out of service by

reason of operational requirements, and there are either temporary or permanent reductions in staffing because of that Commission action, those employees affected by the temporary or permanent reductions shall be assigned to fill permanent vacancies for which they are qualified, and the first opportunity to cover temporary vacancies for which they are qualified on a straight time basis before the temporary vacancy coverage is made on an overtime basis. The Department will give the Union notice in accordance with Article 12, Paragraph D, prior to taking one or more pieces of apparatus out of service, except for normal maintenance and repairs.

O. In the event that an employee is injured or becomes ill while working overtime and is not able to return to work, the injured or ill employee shall receive all benefits provided in Article 22 (Paid Sick and Injury Leave). In the event that an employee is replacing another employee or is working regular overtime, and becomes ill from a non-work-related cause, he/she will be paid for the hours of overtime hired and the hours not worked shall be deducted from his/her sick leave.

P. Certain Overtime Callback Procedures.

1. Emergency Overtime – In the event that an emergency need (multiple alarm, etc.) for overtime work occurs, Fire Alarm will notify those members who live out of the immediate area last, the immediate area is defined in Article 37, Section B. Members after being notified of the emergency shall respond to the emergency within one hour of being notified or the member will be considered as not having reported for duty and, therefore, no compensation will be due. However, if such a member is assigned duties by the Chief or designee upon his/her late arrival, the member will be compensated commencing at the time such duties are assigned.

2. Voluntary Overtime

a. Those members on the overtime list who live out of the Nashua area would be called.

b. Each member, after being notified that s/he has overtime and at which station, shall fill the vacancy within one hour of being notified.

c. If the person contacted is unable to fill the vacancy within the hour s/he shall make arrangements so that the vacancy shall be filled within the hour.

d. In order to provide for the most efficient replacement of personnel in the event of a vacancy, the Department and Union may agree to a modified method for notifying personnel on the voluntary overtime list.

3. Detail Overtime List

The Fire Department shall establish a rotating list in order to provide for the equal distribution of assignments within this detail classification. Qualified members who agree to work the detail will be paid one and one half times their regular rate of pay with a (2) two-hour minimum pay rule.

Detail lists will be comprised of members who volunteer to be on the lists and shall rotate with senior members placed at the top of the list. Detail lists will not be used to cover vacation or sick leave vacancies, unless agree to by the Department and Union. Detail lists will be posted each January for a period of fifteen (15) days to allow members to join or exit the list.

Work that is specific to a division or classification and requires specific training or certification:

This detail work opportunity will be offered to individuals in the division or classification. If it is determined by agreement of the Department and Union that a genuine need for additional, trained, members to fill temporary vacancies or detail work opportunities exists, then, a list of prerequisites/training a member needs to attain in order to be placed on a covering detail list will be agreed upon by the Department and Union. Detail or overtime opportunities may then be offered to members on this Specifically Trained Detail List, with due regard to seniority, only after all members in the division or classification that normally cover the opportunity are given the chance to fill the need for all members are unable to work due to too many hours already worked in the pay week. In the event that a detail or temporary vacancy exists and must be filled and all members of the detail list are not interested, the responsibility to fill this need will always be relayed to the normal covering division or classification regardless of hours work, (examples of work that will be pertinent to this paragraph will include,

but not be limited to: dispatcher coverage during hardship periods, certified instructor work, inspections, line work, mechanic work).

4. Administrative Overtime

Members who are requested to attend administrative or committee meetings outside of their normal scheduled work hours shall be compensated one and one-half (1 1/2) times their hourly rate with a one hour minimum. No physical labor is to be performed by attendees on administrative overtime. Work details or activities requiring labor by any attendee are not considered administrative overtime.

Article 16 – SENIORITY

A. Seniority shall be determined to be the period of uninterrupted employment with the Nashua Fire Department and Nashua Fire Rescue since the last date of employment. The City shall establish a seniority list, and it shall be brought up to date each year during the month of November and posted on all fire station bulletin boards for a period of not less than thirty (30) days, and a copy mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported within thirty (30) days of the end of the posting period by the individual employee. Seniority will commence from the first day of employment on a full-time basis as a probationary employee. Corrections to the seniority list brought to the City's attention after the thirty (30) day period will be corrected, but would not negate any benefits already awarded based on seniority.

B. In the event of more than one employee being hired simultaneously, after July 1, 1989, the order of seniority will be determined by the dates that the Department received the application from the employee. If date of hire and the date the application is received are the same, employee seniority will be determined alphabetically by last name.

C. All newly hired employees shall serve a probationary period of nine (9) months or complete Career Fire Fighter certification, whichever comes later, and shall have no rights based on seniority during this period. They shall, however, insofar as applicable, be subject to all other clauses in this Agreement with the exception of the use of the grievance procedure for termination or discipline reasons. All employees who have completed said nine (9) months of service or Career Fire Fighter certification, whichever comes later, shall be known as permanent employees and the probationary period shall be credited as part of the

employee's seniority. The City agrees to provide training for certification as Career Fire Fighter at its expense in accordance with State law. In the event the employee is absent by reason of illness or injury, the Department may, at its discretion, extend the probationary period by the amount of time absent over seven (7) duty shifts during that nine (9) month probationary period, up to three (3) additional months.

D. In addition to the bargaining unit seniority list, Nashua Fire Rescue shall establish a time in rank seniority list for each division. Time in rank in any division shall commence on the first day at work in that division and end when the employee leaves the division for any reason.

Article 17 - PERSONNEL REDUCTIONS AND RECALL

A. In the case of a reduction of personnel within the bargaining unit, the employee with the least seniority shall be laid off first. In the event an employee must be involuntary demoted as a result of a reduction of personnel, such demotion shall be accomplished in accordance with the time in ranks seniority list for the division and the employee with the least seniority shall be demoted first.

B. The names of employees laid off from the bargaining unit will be maintained on a recall list for two years from the date of layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classifications. If a laid off employee is notified by telephone or by a letter sent to his/her last known address on the records of the Fire Department to return to work, he/she must notify the Department within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of such notification or he/she shall cease to have any rights based on seniority and shall be terminated. Recalled employees who return to work will be credited with prior length of service, provided such employee has not withdrawn his/her contributions from the State Retirement System.

C. If a driver's job is totally eliminated or is not covered on a 24-hour basis, any driver affected shall be given the opportunity to fill another full-time driver's job of his or her choice on the basis of seniority, unless he or she is shown not to be qualified. In the event of reassignment, the driver shall be obligated to complete only the remaining portion of his/her driver probationary period not completed at the time of reassignment.

D. Any employee demoted as the result of a reduction of personnel which is involuntary and non-disciplinary will be maintained on a list. Employees who are on the demotion list shall be reassigned to fill any vacancies that may occur in the division from which they were demoted in according with the demotion list and time in ranks seniority list for the division.

Article 18 - APPOINTMENTS, PROMOTIONS AND DEMOTIONS

A. The State of New Hampshire Fire Service Training Division or an equivalent organization agreed upon in writing by the City and the Union shall conduct and supervise written examinations for available promotions within the Nashua Fire Department which are specified below and which specify a requirement for such examination.

B. The Testing Agency shall submit to the Board of Fire Commissioners the names of the candidates who pass the written examinations for each available promotional opportunity.

C. All promotions to classifications in the bargaining unit and to the Deputy Chief and Deputy Chief-Training classification out of the unit shall be made from the ranks in accordance with the procedures set forth under this Paragraph C, and in Paragraphs D through N below, unless those from the ranks are shown not to be qualified. Qualifications, in part, for the rank of Lieutenant, Acting Lieutenant, Fire Alarm Lineman, Inspector/Public Education Officer, Assistant Superintendent, Inspector/Investigator, Fire Marshall, Superintendent, Captain, Deputy Chief and Deputy Chief Training shall be determined by a written examination conducted by the Testing Agency. A passing mark of seventy percent (70%) must be attained. Years of service on the Nashua Fire Department will add one (1) point for each year of service in-grade ~~up to ten (10) years and one-half (1/2) point for each additional year of service in-grade thereafter will be added~~ to the passing written examination mark. However, if all members can test for a position, one (1) point for each year of service in the Nashua Fire Department will be added to the passing written examination mark. A passing written examination mark of seventy percent (70%) must be attained before such seniority points are added. Seniority points shall be calculated based on the effective date of the test results, and shall be recalculated based on the date each vacancy occurs. Seniority points shall be added only once.

D. For vacancies in Specialist Divisions, the five (5) candidates who pass the examinations and attain the highest combined scores of the examinations and

seniority points shall be the eligible candidates considered in accordance with promotional policy by the Fire Commissioners for the first vacancy. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. For each additional vacancy, the candidate who attains the next highest combined scores shall be added to the list of candidates. If the foregoing process results in there being less than five (5) candidates available for consideration, the Fire Commission shall consider the candidates who do pass the examinations in accordance with previous arbitration decisions. In the event the Fire Commissioners wish to consider candidates' conformance to performance standards, written copies of such performance standards shall be furnished to each member of the bargaining unit at least six (6) months prior to the date of such consideration. As part of the testing process, the Fire Commissioners may require all candidates for positions in the Mechanical and Fire Alarm divisions to participate in a practical skills examination process. This Paragraph D shall apply to all promotions to classifications other than Deputy Chief, Captain, and Lieutenant.

E. The written examinations for Lieutenant and Acting Lieutenant will be given in March. The day of the written examination will be rotated through the four different platoons. The results of the written examination will stand for twenty-four (24) months from May 1 next following the administration of the examination. The posting for the examinations will contain the information in items (1) and (2) of Paragraph I. For the rank of Lieutenant, the nine (9) candidates who pass the written examination and attain the highest combined scores of the written examination and in-grade service year points shall be the eligible candidates considered in the interview process described in Paragraphs J and K below. ~~These scores will be available at each stage of the promotional process.~~

F. Written examinations for Captain and Deputy Chief will be given in March or April. The list of those who pass the written examination will stand for twenty-four (24) months from May 1 next following the administration of the examinations. For the rank of Captain, the six (6) candidates who pass the written examination and attain the highest combined scores of the written examination and in-grade service year points shall be the eligible candidates considered in the interview process described in Paragraphs J and K below. For the rank of Deputy Chief, the three (3) candidates who pass the written examination and attain the highest combined scores of the written examination and time in-grade points shall be the eligible candidates considered in the interview process described in

Paragraphs J and K below. ~~These scores will be available at each stage of the promotional process.~~

G. In the event that there is a tie for the ninth (9th) candidate for a Lieutenant vacancy; the sixth (6th) candidate for a Captain vacancy; or the third (3rd) candidate for a Deputy Chief vacancy, all candidates affected by the tie scores shall continue in the process.

Should a tie occur as noted above, then at the Deputy Chief and oral interview steps (Paragraphs J and K), the highest ranked candidate shall be given a number equal to the number of candidates being considered and then so on to one (1) point for lowest ranked candidate. However, in no case shall the final promotional lists exceed the following number of candidates:

Lieutenant	nine (9);
Captain	six (6); and
Deputy Chiefs	three (3).

H. Promotional opportunities occurring because of vacancies and new positions which the Fire Commissioners wish to fill on a permanent basis, and for which qualified candidates are not available on a current list under D, E and F above shall, except in an emergency be posted within ten (10) days after the vacancy occurs. The test date for each such vacancy shall be posted for a period of twenty (20) days, and each person eligible to take the test who is on vacation or other extended leave shall be sent a notification of the posting by mail. For positions in the Suppression Division, the tests shall not be scheduled earlier than six (6) months after the initial date of posting to allow for study time. For positions in the Specialist Division, tests shall not be scheduled earlier than ~~forty-five (45)~~ ninety (90) days after the initial date of posting to allow for study time.

~~H.1. An initial posting for testing will be developed; this initial posting shall not meet all requirements included in Paragraph I. The purpose of this posting is to establish numbers of members intending to test, for reasons of purchasing tests and discussions of test waivers. The period of this initial posting shall be ten (10) days.~~

I. All test postings shall include the following information:

1. The study materials on which the examinations will be based.

2. All tests will be based upon relevant sources not to exceed 1,400 pages of material. Starting January 1, 2021, all tests for the Fire Marshal Division will be based upon relevant sources not to exceed 1,000 pages of material.

J. The names of all eligible candidates as defined in Paragraphs C through F above shall be submitted by the Assistant Chief to the Deputy Chiefs for their recommendation, no scores will be provided only that the candidate has passed and is moving on in the promotional process. The Deputy Chiefs, meeting together, shall review and consider each candidate's abilities, past performance, and compliance with Nashua Fire Rescue rules and regulations. The Deputy Chiefs, acting as one body, shall rank the candidates relative to each other. For Lieutenant candidates, the Deputy Chiefs shall give their highest ranked candidate nine (9) points and so on to one (1) point for their lowest ranked candidate. For Captain candidates, the Deputy Chiefs shall give their highest ranked candidate six (6) points and so on to one (1) point for their lowest ranked candidate. For Deputy candidates, Deputy Chiefs shall give their highest ranked candidate three (3) points and so on to one (1) point for their lowest ranked candidate. The rankings shall be given in a sealed envelope to the Human Resources Department at the conclusion of the Deputy Chiefs' review and consideration. The Deputy Chiefs' ranking shall be provided by the Human Resources representative to the panel set forth in Paragraph K below prior to the oral interview process and to the Board of Fire Commissioners at the time the final promotional lists are determined. Should the Deputy Chiefs be unable to reach agreement on the rankings for any position, the procedure set forth in Paragraphs K. 3 & 4 below shall be utilized. In the case of a tie score between candidates, the candidate with most time in-grade shall be ranked higher.

K. The oral interview process shall be administered as follows:

1. Eligible candidates as defined in Paragraphs D through H above shall be interviewed by a panel that consists of a quorum of the Board of Fire Commissioners and the Chief of the Department or designee.

2. A representative from Human Resources will assist in the process.

3. After all eligible candidates have been interviewed, each panel member shall rank the candidates relative to each other. For Lieutenant candidates, panel members shall give their highest ranked candidate nine (9)

points and so on to one (1) point for their lowest ranked candidate. For Captain candidates, panel members shall give their highest ranked candidate six (6) points and so on to one (1) point for their lowest ranked candidate. For Deputy candidates, panel members shall give their highest ranked candidate three (3) points and so on to one (1) point for their lowest ranked candidate.

4. The Human Resources representative will collect all rankings and add the points for each candidate to determine the aggregate score for each candidate. All scores shall be given to the Human Resources representative and they will notify by mail candidates who have passed with NO scores just that the candidate has passed and is moving on in the promotional process. Once the interviews are complete and all scores are added then all candidates shall be notified by mail their final score and placement on the promotional list. The Lieutenant candidates receiving the highest aggregate score shall be awarded nine (9) points for the interview and so on to one (1) point for the lowest aggregate score. Captain candidates receiving the highest aggregate score shall be awarded six (6) points for the interview and so on to one (1) point for the lowest aggregate score. The Deputy Chief candidate receiving the highest aggregate score shall be awarded three (3) points for the interview and so on to one (1) point for the lowest aggregate score. The Human Resources representative will submit the panel's final rankings to the Fire Commission. In the case of a tie score between candidates, the candidate with most time in-grade shall be ranked higher.

L. The Fire Commission shall meet to compile and approve the promotional lists. The Fire Commissioners shall add the points from the oral interview and Deputy Chiefs' rankings to the combined written examination score and years of service point / in-grade points for each candidate. The candidates shall be ranked from the highest overall score to the lowest overall score and these shall constitute the promotional lists. In the case of a tie score between candidates, the candidate with most time in-grade shall be ranked higher.

M. Promotions shall be made within forty-five (45) days of the vacancy from the names on the promotional lists. Regardless of vacancies, a promotional list for the Lieutenant, Captain and Deputy Chief ranks will be formulated by May 1st and stand for twenty-four months or until depleted. Promotions from these promotional lists will be made as vacancies in the applicable ranks occur. When a vacancy occurs, the Fire Commissioners shall, except as provided below, offer the

candidate ranked first on the appropriate promotional list the first vacancy and so on until the list is exhausted or expires. The Fire Commissioners may skip over candidates on the promotional lists for suspensions imposed within three (3) years of the promotional opportunities. The Fire Commissioners may skip over candidates on the promotional lists for written warnings imposed within six (6) months of promotional opportunities, except that candidates for Deputy Chief vacancies shall be skipped over no more than one (1) time; candidates for Captain vacancies shall not be skipped over more than two (2) times; and, candidates for Lieutenant vacancies shall not be skipped over more than three (3) times. The candidate's name will remain on the list and will be reconsidered each time a vacancy occurs subject to the Fire Commissioners' right to skip over the candidate until the list expires or is depleted or the discipline is removed from the candidate's file. In the event that the list is exhausted, the Deputy Chief's review (Paragraph J) and the oral interview process (Paragraph K), will be used to formulate another list using the eligible candidates specified in Paragraphs D through F. Seniority points and time in rank points will be recalculated as of the date a vacancy occurs and candidates may change position on the promotional list as a result. N. For the rank of Lieutenant and Acting Lieutenant, an applicant must have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department to be eligible to take the examinations. Eligibility for the tests to be given under Paragraph E above shall be determined as of March 1. Eligibility for the tests to be given under Paragraph H above shall be determined as of the date the vacancy occurs. However, a Fire Private whose anniversary date for five years of service falls within the period during which a promotional list is current will be allowed to take the examinations, provided that such Fire Private's eligibility for promotion will not become effective until the Fire Private's anniversary date. Sole consideration and absolute preference shall be given to those who have completed five (5) consecutive years with the Department unless they are shown not to be qualified.

N. For the rank of Lieutenant and Acting Lieutenant, an applicant must have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department to be eligible to take the examinations. Eligibility for the tests to be given under Paragraph E above shall be determined as of March 1. Eligibility for the tests to be given under Paragraph H above shall be determined as of the date the vacancy occurs. However, a Fire Private whose anniversary date for five years of service falls within the period during which a promotional list is current will be allowed to take the examinations, provided that such Fire Private's eligibility for promotion will not become effective until the Fire Private's anniversary date. Sole consideration and absolute preference shall be given to

those who have completed five (5) consecutive years with the Department unless they are shown not to be qualified.

O. For the rank of Captain, an applicant must have completed two (2) consecutive years of service as a Lieutenant with the Nashua Fire Department to be eligible to take the written examination. Eligibility will be determined as of March 1 for the tests under Paragraph F above and as of the date the vacancy occurs for the tests under Paragraph H above. However, a Lieutenant whose anniversary date for two (2) years of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Lieutenant's eligibility for promotion becomes effective on the Lieutenant's anniversary date of two (2) years as Lieutenant.

P. For the rank of Deputy Chief, an applicant must have completed one (1) year of service as a Captain with the Nashua Fire Department to be eligible to take the written examination. Eligibility will be determined as of March 1 for the tests under Paragraph F above, and as of the date the vacancy occurs for the tests under Paragraph G above. However, a Captain whose anniversary date for one (1) year of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Captain's eligibility for promotion will not become effective until the Captain's one year anniversary date.

Q. The Training Division will be known as the Training/Safety Division.

Q.1. The Superintendent of Training/Safety shall be known as the Captain of Training/Safety. The Captain of Training/Safety will have the same duties and responsibilities as that of the former Superintendent. The Captain of Training/Safety shall be placed on the payroll grade and step grid at the grade and step provided for Superintendents.

The employee holding the position of Captain Training/Safety, as defined in this paragraph, may take promotional tests for line positions, based on his/her line rank and service time prior to promotion to Lieutenant Training/Safety or Captain Training/Safety, whichever came first.

Q.2. This will be part of Emergency Services Group (Suppression)

Q.3. Four (4) Lieutenant positions shall be created and then filled per Article 18, these positions are responsible for training, administration, documentation and coordination, as well as Emergency Scene Safety Officer.

Q.3.a. If the Board of Fire Commissioners does not fund the Lieutenant positions set forth in paragraph Q.3. above, the Board of Fire Commissioners may create and fund an “Assistant Superintendent” Position to be known as the “Training/Safety Lieutenant”, to be assigned to the “Training/Safety Division”. This Training/Safety Lieutenant shall work four (4) ten-hour days.

(Q.3.a. above is from the sidebar agreement of 10/1/12)

The employee holding the position of Lieutenant Training/Safety, as defined in this paragraph, may take promotional tests for “line” positions based on his/her line rank and service time prior to promotion to Lieutenant Training/Safety, as defined in this paragraph.

Q.4. Training Superintendent, 4-10 hour days per week, Training /Safety Lieutenant, 10/14 schedule.

Q.5. Training/Safety Lieutenants instruct basic Fire Fighter evolutions. Example: hose, ladders, SCBA, pumps, EMS etc.

Q.6. Training/Safety Lieutenants are available for Station Assignments as per Article 36, Section C.

Q.7. Training/Safety Lieutenant positions are covered positions seven (7) days per week twenty-four (24) hours per day, and will be part of officers’ overtime list.

Q.8. All Lieutenants promoted before July 1, 2003 are not transferable to the Training/Safety Division under Article 4, they are however allowed to request assignment in the Training Safety Position.

Q.9. As soon as practical all suppression officers will be given the State of New Hampshire Fire Standards and Training, Incident Scene Safety Officer on duty.

R. In order to fill vacancies in the rank of Assistant Superintendent, a test will be given. Employees who are currently third ranking specialists in that division will be considered eligible to take the test. If only one Third Ranking Specialist passes the test, he shall be promoted to Assistant Superintendent. In the event that there is no third ranking specialist in that division, no third ranking

specialist passes the test, or no third ranking specialist chooses to test, then all members of Nashua Fire Rescue who have completed one (1) year of service will be eligible to take the exam. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. Eligibility will be determined as of the date the vacancy occurs. If no Third Ranking Specialist passes the exam but, more than one other employee does pass the exam, then the current promotional policy will be used to promote the Assistant Superintendent.

S. In order to fill vacancies in the rank of Superintendent or Fire Marshall a test will be given. Employees who are currently Assistant Superintendents in that division will be considered eligible to take the test. In the event that there are no Assistant Superintendents, no Assistant Superintendents pass the exam, or no Assistant Superintendents choose to test, then current Third Ranking Specialists in that division will be eligible to take a test for the position. In the event that no Third Ranking Specialists exist, no Third Ranking Specialists pass the exam, or no Third Ranking Specialists choose to test, then all members of Nashua Fire Rescue who have completed one (1) year of service will be eligible to take a test for the position. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. Eligibility will be determined as of the date the vacancy occurs. If subsequent tests are, in fact, needed after the initial test due to no candidates having passed the test, then, Assistant Superintendents and Third Ranking Specialists from the division will remain eligible to take those exams as they occur. If one (1) Assistant Superintendent passes the examination on the first attempt, he/she will be given the appointment. If more than one employee passes an exam for the Superintendent position, the current promotional policy will be used to promote one of the candidates.

If a Third Ranking Specialist takes and passes a test during this process, and he is the only Third Ranking Specialist in the division, then he/she shall be promoted to Assistant Superintendent if there is an opening in that position as a result of this process.

S.1. For purposes of clarification in R and S above, “divisions” will include: Training/Safety, Fire Alarm, Mechanical, and Fire Marshals. Additionally, the rank of Superintendent will include the highest ranking position in the division, Assistant Superintendent will include the 2nd highest ranking position in the division, and Third Ranking Specialist will include the 3rd highest ranking position in the division.

T. The Department will give good faith consideration pursuant to previous arbitration decisions to the candidates presented pursuant to Paragraphs C through J above. If all of the candidates presented are shown not to be qualified for promotion, then the examinations may be given by the Fire Commissioners to persons inside or outside the Department. Absolute preference under this paragraph shall be given to those in the ranks in accordance with this Article 18 unless those from the ranks are shown not to be qualified.

U. Any person demoted shall be notified in writing within twenty-four hours as to the reasons for the demotion. Such notice shall first be given to the employee involved and to the Union.

V. A ~~position description questionnaire~~ job description will be completed for the position of Dispatcher/~~Clerk/Trainer~~ Supervisor. When a vacancy arises in this classification, the posting for the position will include the ~~position description questionnaire~~ job description and the testing for the vacancy will be based on the requirements of the position as described therein. Individuals promoted to this position must meet all the position requirements within six (6) months to fill the position. ~~Qualified individuals will receive the pay rate for this position as described under Article 13, Sections C1, C2, C3, and C4.~~

W. The Fire Prevention Bureau shall be known as the Fire Marshall's Office. The Superintendent of Fire Prevention shall be known as the Fire Marshall. The Assistant Superintendents shall be known as Inspector/Investigators. The Public Education Officer shall be known as Inspector/Public Education Officer. The purpose of this paragraph is to reflect the title changes only and all other conditions relating to these positions remain unchanged.

X. Non-fire suppression divisional employees, who have passed the current fire fighter exam written and physical, shall be given preference by seniority for interdivisional transfers to fire suppression in the event that a vacancy occurs. All bargaining unit employees shall be given preference in the filling of any interdivisional vacancy that may occur in any other division when the position does not require an examination. Members in all cases pertaining to this section shall have otherwise met the then current qualifications for said position as established by the City of Nashua's Board of Fire Commissioners, Fire Standard and Training Commissioners, and the New Hampshire Retirement System.

Y. In order to be eligible to be promoted to any rank or position, employees must take a test for that position regardless of the number of employees competing for the position.

Z. Once a test has been posted, the promotional process that was in effect on the date of the posting shall be the process that is used until the subsequent promotional list expires or the eligible candidates on that list are exhausted.

AA. Upon signing of this contract, the union and the administration shall establish a joint labor management committee to review the current promotional processes. This committee shall have four (4) members from the union, (4) members from administration and one (1) mutually agreed upon full voting member, who is not affiliated with either organization. The committee shall review this Article 18, and propose changes to this Article to the Board of Fire Commissioners and the Union. This committee shall be formed within 60 days of signing and shall have a report for members to vote on by September 1, 2021.

Article 19 - GRIEVANCE PROCEDURE

A. It shall be the purpose of this grievance procedure to settle grievances between the City and the Union as expeditiously and fairly as possible. Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed and performed, shall be a grievance under this Agreement and the parties shall observe the following procedure for the adjustment and settlement of such grievance.

Step I:

Within thirty (30) days of when the grievant knew or should have known of the act or condition on which the grievance is based, the grievance shall be reduced to writing, signed by the employee and the Union, and presented to the Deputy Chief or Division Supervisor. If the grievance is not settled within seven (7) workdays of its receipt by the Deputy Chief or division supervisor, then

Step II:

The Union may take the matter up with the Chief by submitting to him a written copy of the grievance together with such other evidence as it wishes him to consider. The Chief shall have fourteen (14) calendar days within which to render a written decision to the Union. If the Union does not receive a reply from the Chief within fourteen (14) calendar days or if it is not satisfied with the decision of

the Chief, the Union may file a written request with the Chief, receipt required, to have the grievance considered by the Fire Commission. Once the request is filed, authorized Union personnel and members of the Commission may communicate with each other about the grievance both outside of and at the regularly scheduled Commission meeting. All requests received no later than 5:00 PM on the Wednesday next preceding a regularly scheduled meeting of the Commission, together with a copy of the grievance, a copy of any written evidence submitted by the Union, and a copy of the Chief's decision, will be included on the agenda of the Commission for that meeting. All requests received subsequent to 5:00 PM of the Wednesday next preceding a regularly scheduled meeting of the Commission will be included, with the above additional information, on the agenda for the next regularly scheduled meeting. Once the request is placed on the agenda for a regularly scheduled meeting of the Commission, then

Step III:

The Fire Commission shall, at their next regularly scheduled meeting, consider the grievance and within ten (10) working days of the said meeting, notify the Union in writing of their disposition of the grievance. In the event the employee and the Union are not in accord with the disposition by the Commission, then

Step IV:

Within thirty (30) days of the documented receipt of the Commissioners ruling by the Union, either the Union or the City will have the option of submitting any remaining disagreement over the interpretation or application of a specific provision of this Agreement, settled by arbitration. The parties agree to submit such grievances to the Public Employee Labor Relations Board and to abide by the rules and procedures set forth by said Board, or may submit them to a different arbitrator agreed by the parties. Determinations and decisions set forth by said arbitrator shall be final and binding upon the parties. Each party to the arbitration shall assume its own expenses and an equal share of the expenses of the arbitrator. The Demand for Arbitration must be postmarked within thirty (30) days of the documented receipt of the Commissioners ruling by the Union.

B. The times for taking action stated above may be extended by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Request of either party for extensions of time shall not be unreasonably denied.

C. No decision under this grievance procedure by a bargaining unit member acting as a hearing officer because of his or her position as Division Supervisor shall be binding on the City.

Article 20 - PAID HOLIDAYS

A. Employees on or off duty who qualify shall be paid one-fourth (1/4) of the qualified employee's weekly pay. The paid holidays are as follows:

New Year's Day	Martin Luther King Day
Presidents Day	The fourth Monday in April
Memorial Day	Flag Day
Independence Day	Labor Day
Columbus Day	National Presidential Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	

~~Effective July 1, 2016, Flag Day shall be added as a paid holiday and the National Presidential Election Day shall be removed.~~

Employees shall not receive an additional day off on account of a holiday whether or not they are scheduled to work on the paid holiday.

B. Employees will be eligible for and will receive pay at their straight time rate for holidays after the first thirty (30) calendar days of employment.

C. In order to qualify for holiday pay, employees who are off duty on the day of the holiday must work the last scheduled duty day prior to the holiday and the first scheduled duty day subsequent to the holiday or have been absent on authorized sick leave on either or both of these days. Employees on disciplinary leave are not eligible for holiday pay for holidays occurring during those leaves.

D. If one of the above paid holidays falls during an eligible employee's vacation period, he/she will receive holiday pay.

E. In the case of specialists working four ten hour days, on a week in which a paid holiday falls, schedule will be arranged by mutual agreement:

- a. All specialists shall take the holiday on the day it falls.

Article 21 - PAID VACATIONS

A. Employees covered by this agreement who have been employed by the City for at least one (1) year on an uninterrupted basis except by reason of layoff or approved leave of absence, shall receive vacation with pay as follows:

- After one (1) year of service ----- Two weeks
- After four (4) years of service ----- Three weeks
- After nine (9) years of service ----- Four weeks
- After fifteen (15) years of service ----- Five weeks

Effective January 1, 2017 all employees shall receive their vacation accrual per past practice, and as set forth above, which time shall be considered earned and available for use.

Effective January 15, 2017 and on the 15th of each month thereafter, the monthly accruals set forth below shall be credited to each employee.

Vacation accrual for 2184 personnel

- After one (1) year of service ----- Two weeks (8 hours monthly)
- After four (4) years of service -----Three weeks (12 hours monthly)
- After nine (9) years of service -----Four weeks (16 hours monthly)
- After fifteen (15) years of service -----Five weeks (20 hours monthly)

Vacation accrual for 2080 personnel

- After one (1) year of service -----Two weeks (6.6666 hours monthly)
- After four (4) years of service -----Three weeks (10 hours monthly)
- After nine (9) years of service ---Four weeks (13.3333 hours monthly)
- After fifteen (15) years of service- Five weeks (16.6666 hours monthly)

Effective 1/1/2000:

- After eighteen (18) years of service-----One duty shift per year up to a total of four additional duty shifts.

Effective January 15, 2017:

After eighteen (18) years of service-----One duty shift per year up to a total of four additional duty shifts. Additional duty shifts will be added in as "1 shift" on January 15th preceding the employee's anniversary date.

No member shall have more than two (2) times their yearly accrual on their anniversary date.

B. Vacation periods will be set up on a work cycle or daily basis. Employees shall have the option of:

1. Splitting their first two weeks of vacation, choosing the first week with their first selection opportunity and their second week with their second selection opportunity, as per Paragraph C, below. The total number of hours absent under this option shall not exceed 96 hours.

2. Selecting their first two weeks together additional weeks shall be chosen one at a time, as per Paragraph C, below.

3. Selecting vacation on a daily basis.

C. Platoon seniority shall be the ruling factor in the choice of vacation dates, and the following shall apply as of April 1, annually:

1. No more than 11 (eleven) Fire Privates from each platoon may be on vacation at any one time.

2. No more than 4 (four) Fire Officers from each platoon may be on vacation at any one time.

3. These limitations include employees taking day-at-a-time vacation. However day-at-a-time vacation is to be allowed on a "first come first serve" basis.

D. Chosen vacation dates will not be changed unless agreed to by the employee involved. Employees transferred to different shift or division shall declare their vacation schedule with valid dates to the new schedule.

E. Vacation payment will not be made to any employee whose resignation or discharge from the Department is effective prior to his/her scheduled vacation accrual date (the day after his anniversary date after one year of service).

F. In the event of an employee's death while in service, his/her accumulated vacation pay pro-rated to the date of death shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the vacation pay will be paid to the surviving children through the legal administration of the estate of the deceased.

G. An employee may be permitted to borrow leave against upcoming accrual within the same calendar year for purposes of being able to take scheduled weekly vacations only. The maximum amount that may be borrowed is not to exceed the maximum annual accrual as set forth above. The employee's leave balance shall be charged at time of accrual, or at any other time that a positive balance is present, until the borrowed leave is repaid. In the event of the employee's resignation, discharge, retirement or death, any funds owed to the employees or to be paid on his account, shall be decreased by the value of borrowed vacation leave that is yet to be repaid.

H. Employees who earn leave may utilize such leave on a "day at a time" basis, subject to the following requirements:

1. Employees assigned to Specialist Divisions, Dispatchers, and employees assigned to the Training/Safety Division request the use of a "day at a time" leave from the Deputy Chief or Division Supervisor at least one hour before the start of his/her scheduled work shift. Fire Line employees, shall request the use of "day at a time" leave from the Deputy Chief by 0700 hrs on the date they wish to use the leave. The Deputy Chief or Division Supervisor shall grant such day-at-a-time leave requests up to the maximum number of employees permitted to be on vacation as set forth in subsection C, above. This cap may be exceeded with the approval of the Chief or Assistant Chief in their sole discretion, and without obligation to consent. The City may require the use of slips or other devices in order to facilitate administration of "day at a time" leave and employees shall cooperate in the use thereof.

2. "Day at a time" leave shall not be taken on the following shifts:

July 4 – day or night;
December 24 – day or night;
December 25 – day or night;
Thanksgiving – day or night;
December 31 – night.

3. "Day at a time" leave requests will be considered on a first come, first serve basis, providing that any employee who requests a "day at a time" leave at least fourteen (14) days in advance of the time to be taken, may not have that leave day superseded by any other grant of leave within that fourteen (14) day period. Prior to such fourteen (14) day period, a "day at a time" leave request may be superseded by a request for a vacation by the week. Any provision in this Agreement pertinent to seniority, time and service preferences or rank shall not pertain to otherwise eligible "day at a time" leave requests.

I. No vacation may be taken or scheduled, either "day at a time" or regular, on December 24 or 25.

J. In the Specialists division, the following shall apply:

1. At no time in any division shall the division supervisor and the senior assistant to the division supervisor take the same vacation period without the permission of the Chief of the Department.

2. In the Mechanical, Training Divisions, and Fire Alarm only one employee shall be eligible for each vacation period.

3. In the Fire Marshall's Office, only two employees shall be eligible for each vacation period.

4. In the Dispatchers Division only two (2) dispatchers in any vacation period.

K. Upon the retirement or death of an employee he/she shall be paid all accumulated vacation leave including a pro-rata accrual on a monthly basis for time worked past his/her anniversary date. The employee must work until at least the 15th of the month in question to be included in the pro-rata calculation.

Article 22 - PAID SICK AND INJURY LEAVE

~~A.— For those employees hired prior to July 1, 1973, and classified as Fire Privates, Dispatchers, Fire Lieutenants and Fire Captains, sick leave accrues at the rate of 2/5 of the base work week (as defined in Article 14), per month up to a maximum accrual of twenty seven and eight tenths (27.8) weeks allowed. Sick leave does not accrue during a disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during the scheduled duty hours. — (16.8 hours) monthly~~

~~B.— For those employees hired prior to July 1, 1973, and classified as Third Ranking Specialist, Assistant Superintendents, Superintendents, Fire Marshall, Inspector / Investigator and Inspector / Public Education Officer sick leave accrues at the rate of 3/8 of the base work week (as defined in Article 14), per month up to a maximum accrual of 1080 hours allowed. Sick leave does not accrue during a disciplinary suspension. Provided, however, that the employees who accrued more than one thousand eighty (1080) hours prior to July 1, 1973, shall be allowed to retain such accrual. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours.~~

~~C.— For those employees hired after July 1, 1973, sick leave accrues at the rate of 1/5 of the base workweek (as defined in Article 14), per month up to a maximum accrual of seven hundred twenty (720) hours allowed. Sick leave does not accrue during disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours. — (8.4 hours) monthly~~

A.C.1. Effective July 1, 2005, sSick leave will be accrued at the rate of ten (10) hours per month up to a maximum accrual of seven hundred twenty (720) hours allowed. Sick leave does not accrue during disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours. Effective upon signing of this Agreement, sick leave will no longer have a maximum accrual of seven hundred twenty (720) hours. However, payment of sick leave upon retirement or death as described in Article 22, I and J will never exceed seven hundred twenty (720) hours; any remaining sick leave hours over that amount upon retirement or death will go into the sick leave bank described in Article 22, K.

DB. In the event of a prolonged absence because of illness in excess of thirty (30) calendar days, sick leave accumulation will be allowed only for the first thirty (30) days of such an absence. There will be no accumulation of sick leave during absences covered by the Sick Bank.

EC. Sick leave will be used only for the personal injury or illness of the employees, not contracted in the line of duty, provided such sickness or injury is not incurred as the result of day-off work in which case no sick leave will be paid. In the case of sickness or injury incurred as the result of working for another employer, the employee shall receive no sick leave with pay.

EC.1. An employee may use a maximum of 80.64 hours per year for the care of the illness of a family member who resides in the immediate household. The usage of sick leave in this instance may not necessarily be covered by the Family Medical Leave Act (FMLA). Employees utilizing sick leave under this paragraph who are unable to perform their duties for more than two (2) consecutive duty shifts shall furnish to the Chief of the Department a certificate from a physician stating that the nature of the family member's illness required the employee's absence from work.

At the discretion of the Chief or designee, an employee who meets the criteria set forth in the Family Medical Leave Act of 1993 may use all of his/her accrued sick leave while on FMLA.

FD. Any employee not able to report to work because of illness must notify the Deputy Chief on duty at least one (1) hour before scheduled to report for work. Any member of the Department classified as a Fire Private, Fire Lieutenant or Fire Captain, who is unable to perform his/her duties because of illness for more than two (2) duty shifts, and members of the Department classified as Dispatchers, Assistant Superintendents, Superintendents, Fire Marshall, Inspector/ Investigator, Inspector/Public Education Officer and third ranking specialists who are unable to perform their duties because of illness for more than two (2) duty shifts shall furnish to the Chief of the Department a certificate from a physician stating the nature, cause and extent of the illness and a clearance to return to work. No less than twelve (12) hours prior to the return to duty of the members of any grade from leaves of absence because of illness shall report such return to the Deputy Chief on duty, by telephone or otherwise, who shall report to the Chief of the Department.

GE. If an employee incurs injury on the job, he/she will be sent at once to a hospital if in the judgment of his/her immediate supervisor such action is

required to determine the extent of the injury. The injured employee who is sent to a hospital, as provided above, will obtain a certificate from the doctor indicating the extent of the injury and the date by which the employee can be expected to be able to return to work. This certificate is to be provided to the Deputy Chief or Superintendent, depending on work group.

HF. Any member of the Nashua Fire Rescue who is temporarily unable to perform his/her duties as the result of personal injury or illness contracted in the discharge of his/her duties shall so inform the Nashua Fire Rescue on the day of the injury on the required forms or as soon as the employee is aware of the injury or illness, and shall also comply with the State's Worker's Compensation Law. Upon qualification for worker's compensation benefits, the injured or ill employee shall be entitled to full pay during such disability under this Paragraph **HF** up to a maximum of twenty-six (26) weeks, commencing with the date of injury or illness for which worker's compensation benefits are paid. For this purpose, full pay shall be computed as follows: the weekly compensation allowance as determined by the worker's compensation law plus a weekly allowance paid by the City by means of the Department payroll -- the City's share to be an amount representing the difference between a member's regular full weekly salary and the amount paid under worker's compensation. With medical certification of continuing total disability which is not in conflict with the rulings of the worker's compensation specialist, differential pay to the amount of 3/4 of the regular full salary computed as specified above shall be continued for up to a maximum of an additional twenty-six (26) weeks (with a minimum total payment of approved worker's compensation payments combined with City differential pay accounting to 3/4 of the maximum of such regular full salary applicable to Senior Privates/Senior Dispatchers). Such occupational sickness or disability shall not be charged to the accrued sick leave of the employee. The payment of the benefits under this Paragraph **HF** shall be so administered as to allow the benefited employee(s) the maximum tax relief permitted under the United States Internal Revenue Code.

IG. The City shall pay under Workers Compensation coverage, the hospital, medical and surgical expenses incurred by any employee who is injured in the performance of his/her duties.

JH. No accumulated sick leave shall be paid to any employee who resigns or is discharged from the Department.

KI. In the event of an employee's death while in service, his/her accumulated sick leave up to a maximum of seven hundred twenty (720) hours

shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the sick leave is cancelled and no payment shall be made.

LJ. Whenever an employee retires, he/she shall receive his/her accrued sick leave pay up to a maximum of seven hundred twenty (720) hours -in a lump sum at the rate of pay in effect at the date of retirement.

MK. Any member of the bargaining unit may contribute eight (8) hours of his/her sick leave to a sick leave bank by July 31 of each contract year. Contributing members may apply for withdrawal from the sick leave bank upon depletion of accumulated sick leave for reasons of prolonged or continuing illness or incapacitating accident. The total amount of accumulations in the bank as of July 1, 1983, is agreed to be 7910 hours. Henceforth, the total number of accumulated hours in the bank shall not exceed 58 hours times the number of eligible members in the bargaining unit. Withdrawals from the bank shall be charged against the total number of hours in the bank on the basis of the number of actual hours the employee is absent during scheduled duty hours. The operation of the bank and withdrawals therefrom shall be carried out by a committee of two (2) members of the bargaining unit, and one (1) administrator selected by the Chief. The committee shall establish its rules and regulations and shall require documentation from a physician supporting the request for sick leave bank withdrawals. The committee shall furnish written records of deposits, withdrawals and documentation to the Chief and to the City Human Resource Department. Records of deposits shall be furnished no later than August 30th of each year. In all cases, the decisions rendered by the committee shall be final and binding, provided, however, that specific provisions of this Paragraph **MK** cannot be superseded by any rules or regulations of the sick leave bank committee. All decisions of the committee shall be in accordance with its rules and regulations. The provisions of this Article shall govern all sick leave bank entitlements. Notwithstanding any provision of this Paragraph **MK** to the contrary, after using up all his own sick leave accrual and vacation (according to Sick Leave Bank Rules), accrual no employee shall be able to withdraw more than eighteen months of sick leave from the sick leave bank for any one sickness or injury without the prior approval of the Fire Commissioners, to whom the employee may appeal. Additional contributions of eight (8) hours of a member's sick leave may be made by members in the event that the total accumulated hours in the sick leave bank fall below four hundred twenty (420) hours

NL. A program of light duty work shall be made available within the Fire Department for Fire Department personnel who have sustained a work related disabling injury. Light duty assignments shall conform to New Hampshire law. Any variation to the work schedule set forth in Article 14 for such light duty work shall be mutually agreed upon by the Union and the Chief of the Department, consistent with the physician's work restrictions. An injured employee who is judged to have a light work capacity by his/her treating physician may be given a light duty assignment consistent with Fire Department functions, the employee's physical capabilities and any limitations imposed by the treating physician. The Department may promulgate policies and procedures from time to time in order to update and improve this program. Light duty assignments shall be temporary, and will be calculated to facilitate the employee's recovery and resumption of his/her normal duties. Participants shall receive the difference between their Worker's Compensation benefits and any wages received, and their regular full pay while serving in this light duty capacity.

OM. An incentive shall be paid for the non-use and accumulation of sick leave. It shall be administered as follows:

1. Any individual employed for an entire calendar year who uses no sick time during that calendar year shall receive sixty percent (60%) of one week's pay. Any such employee who uses less than twenty-four (24) hours of sick leave shall receive thirty percent (30%) of one week's pay. Any such employee who uses less than forty-two (42) hours of sick leave shall receive \$100.00. Payments to be made hereunder shall be made in the January next succeeding the calendar year in question.

2. The first payment for this plan shall be made in January, 1995, based on sick leave accruals for the calendar year 1994.

3. All computations referred to in this Paragraph OM shall be performed by the Fire Department based upon its records.

4. This benefit shall cease for any calendar year in the event that total department sick leave use exceeds eleven thousand five hundred (11,500) hours in that year. In the event that total department sick leave use is less than eight thousand (8,000) hours in any year, the benefit described in Paragraph OM.1 above shall increase as follows:

No sick time used in the calendar year - seventy-five percent (75%) of one week's pay;

Fifteen (15) hours or less of sick leave used in the calendar year - sixty percent (60%) of one week's pay;

Thirty hours or less of sick leave used in the calendar year - fifty percent (50%) of one week's pay;

Forty-eight (48) hours or less of sick leave used in the calendar year - forty percent (40%) of one week's pay.

In computing total departmental sick time use for purposes of determining whether the enhanced benefits in this subparagraph will be paid in the calendar year in question, all departmental sick time used will be included, except that the consecutive hours used by an individual employee on account of a single injury or illness which exceed 420 consecutive hours for that injury or illness will not be included. The 420 hour maximum shall be included in the computation.

P.N. Bargaining Unit employees shall be granted a maximum of two (2) shifts for personal leave per year, provided that on January 1 of each year the employee has a balance of six hundred (600) or more hours of accrued sick leave.

Bargaining Unit employees shall be granted a maximum of one (1) shift for personal leave per year, provided that on January 1 of each year the employee has a balance of ~~320~~ three hundred (300) or more hours of accrued sick leave. Personal leave shall be deducted from the employee's sick leave. Personal leave shall not carry forward from year to year. Members wishing to use personal leave in this section must notify the deputy chief or Division Supervisor by 7 a.m. on the day the leave is to be used. This leave cannot be scheduled on days excluded under Article 21 H.2.

Q.Q. Bargaining Unit employees shall be granted two (2) shifts for Training Leave per year, provided that on January 1 of each year the employee has a balance of six hundred (600) or more hours of accrued sick leave.

Bargaining Unit employees shall be granted one (1) shift for Training Leave per year, provided that on January 1 of each year the employee has a balance of ~~320~~ three hundred (300) or more hours of accrued sick leave. Training Leave shall be deducted from the employee's sick leave. Training Leave shall not carry forward from year to year and must be used to attend fire Service related training approved by the Chief or designee. Members wishing to use training Leave in this section must notify the

Deputy Chief or division supervisor seven (7) days in advance of the requested leave date. This leave cannot be scheduled on days excluded under Article 21 H.2.

Article 23 - BEREAVEMENT LEAVE

A. Four (4) duty shifts (not to exceed forty-eight (48) hours) paid leave at the employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the immediate family. For purposes of this section, immediate family shall mean employee's spouse, children, step-children, brother, sister, and parents and step-parents of employee or spouse. By definition, child includes the loss of the fetus, after the second trimester of the pregnancy.

B. Two (2) duty shifts (not to exceed twenty-four (24) hours) paid leave at employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the extended family. For purposes of this section, extended family shall mean employee's grandparents, daughter-in-law, son-in-law, brother-in-law, sister-in-law, ~~step-parents,~~ stepbrother, stepsisters, ~~and niece, nephew,~~ spouses' grandparents, and employee's or employee's spouse's blood related uncle or aunt.

~~Two (2) duty shifts (not to exceed twenty-four (24) hours) paid leave at the employee's regular straight time rate will be granted for absence from scheduled work necessitated by a death in the extended family of an employee's or employee's spouse's blood related uncle or aunt.~~

C. Paid leave as provided in sections A and B above can only be taken contiguous to the death and/or at the time of the funeral/memorial service.

D. In the event that the provisions of C above occur during an employee's vacation, the employee shall be able to take the appropriate number of duty shifts allotted in A. or B. of this Article 23 immediately following his/her return to work following vacation or have them recredited to his/her vacation accrual.

Article 24 - PERSONAL LEAVE

A. Employees may take personal leave for such purposes as job-related education, illness or death in the immediate family, as defined in Article 23, and such other personal business as cannot be performed during off duty hours, subject to the requirements of Paragraphs B and C below.

B. No leave shall be permitted under Paragraph A above in the event that by taking that leave, the employee will miss training which is not scheduled to be repeated within the fiscal year during which the leave is sought. No more than two ~~days of leave shifts~~ under Paragraph A above may be taken consecutively, except for leave required to attend out-of-town fire service education. However, four (4) consecutive shifts may be taken once per calendar year. Additional consecutive ~~days shifts~~ may be authorized at the discretion of the Chief or his/her designee.

C. Forty-eight hours notice, except in emergencies, is required to be given to the Chief or designee for leave to be taken under Paragraph A above. Those taking the leave will provide a substitute who is qualified in the opinion of the Chief or designee.

D. The Deputy Chief in charge of the platoon, or designee, may grant emergency leave with pay to any subordinate employee who requires such leave for urgent reasons. Such emergency leave shall not exceed one hour in any duty shift.

E. Specialist employees who wish to take personal leave under this Article 24 and who are unable to obtain a qualified substitute under Paragraph C above, may be allowed by the Chief or designee to take personal leave days as provided under Paragraph A above, provided the time absent is made up within the two weeks next following the date the leave is taken.

F. The training requirements under Paragraph B above will be waived if the employee has previously met the standards for the training scheduled during the requested leave period.

Article 24A - EXTENDED LEAVES OF ABSENCE

A. An employee may apply for an unpaid extended leave of absence for the following purposes: to care for a sick or injured member of the employee's immediate family as defined in Article 23, Paragraph A; to participate in an educational opportunity of the employee related to Nashua Fire Rescue operations; due to the relocation of a spouse, or other similar circumstances as determined by the Board of Fire Commissioners.

B. Applications for leaves of absence shall be approved or disapproved by the Board of Fire Commissioners. The Board of Fire Commissioners will not

approve applications for leave of absence for the purpose of allowing or permitting an employee to obtain and/or engage in employment with another employer or for purposes of self-employment. Applications for leaves of absence will not be granted when granting such leaves will negatively impact the Nashua Fire Rescue operations. The Board of Fire Commissioners may consider the cost to the Nashua Fire Rescue of granting such leave.

C. During an unpaid leave of absence, the Board shall continue to pay his portion of health, dental and life insurance premiums for up to ninety (90) days per granted request. Employees who are on such leave shall continue to pay their portion of the premiums during that period and thereafter shall pay 100% of the cost to continue coverage.

D. Leaves of absence shall not exceed ninety (90) days for any single request. Employees may submit consecutive or non-consecutive requests for leaves of absence not to exceed the ninety (90) day cap for any single request.

Article 25 - LONGEVITY BONUS PAY

A. Regular full-time employees who have been employed by the City for seven or more years, on an uninterrupted basis except by reason of lay-off or approved leave of absence, will receive a longevity payment during the last pay period in November, for the current calendar year, based on their length of service as of November 22nd, as follows:

- 7 to 9 years of service ----- \$200.00
- 10 to 16 years of service -----one week's base pay
- 17+ years of service ----- one and one half week's base pay

B. Longevity bonus pay to regular part-time employees who work 25 or more hours per week and who have seven or more years of service as in A above, shall be determined by the average number of weekly hours worked during the preceding year in proportion to the weekly hours of regular full-time employees.

C. An employee eligible to receive longevity pay, who voluntarily terminates his/her employment or is dismissed for just cause prior to November 22 of any year, shall forfeit his/her right to entitlement to all or any portion of longevity pay to which he/she would otherwise be entitled.

D. Employees hired after July 1, 2005 shall not be eligible for Longevity Bonus.

Article 26 - CLOTHING ALLOWANCE

A. The City will give an initial issue to each new employee of three sets of work clothing (pants, shirts and jackets).

B. For each year of this agreement, employees who have completed their probationary period will be authorized the following amounts to be used to purchase and maintain authorized work clothing or other authorized uniforms, as set forth in this Article 26. The authorized work clothing and uniforms for the purpose of this paragraph will include: NFPA compliant station wear, or work clothing as set forth by the Board of Fire Commission. Class A uniform and necessary accessories (hat, badges, necktie, black shoes as example shoes, boots approved exercise apparel, and any other related approved items).

Each Fiscal Year: ~~\$600.00~~ \$650.00 per member

Payment of the clothing allowance shall be paid to the eligible employees by payroll check during the month of July of each year. If the employee prefers, he/she may purchase the articles of clothing authorized pursuant to this agreement at their own expense and present the receipts to the designee of the department within thirty (30) days of the purchase for reimbursement through the warrant process. This selection must be made before the beginning of the fiscal year in July. If the reimbursement method is selected and the employee does not use the entire clothing allowance, the balance shall be paid through the payroll system at the end of the fiscal year in question during the month of June. Employees are solely responsible for complying with any and all requirements of any taxing authority and bear all liability for any taxes, federal, state, or local, occasioned by the manner of payment of the clothing allowance set forth in this Article.

C. Each employee will maintain in good condition his/her own uniforms and must replace any lost, worn or damaged uniforms at the employee's expense. Uniforms will be worn by employees only during working hours. He or she shall be additionally responsible for obtaining and possessing adequate quantities of required uniforms as well as insuring that uniforms purchased and worn meet Nashua Fire Department approved standards.

D. The City will furnish each employee with approved protective clothing and any special protective clothing and equipment as required in the opinion of the Chief or his/her designee to safely perform their duties. The exact specifications for the equipment will be discussed with the safety committee and must comply with limits set by the budget.

E. Upon separation from employment, all property issued by the City to any employee who so separates, must be returned by the separated employee to the Chief or his designee(s) at the Fire Department's Administrative Offices.

F. The Department agrees to pay the cost of a cleaning contract for the cleaning of the mechanics work clothing. The quantity of clothing to be cleaned shall not exceed four sets per week for each of the three employees (12 sets). The total cost of this cleaning contract shall not exceed \$40 per week.

G. Employees of the Fire Marshall's office and Fire Alarm personnel (40 hour employees) shall wear approved short and long sleeve dress shirts and need not wear flame retardant clothing except at the fireground (coveralls). These employees may wear civilian dress clothing in appropriate circumstances. (i.e., court appearances).

Article 27 – LODGING

The City will install in each fire station one washing machine and one clothes dryer for use by the Department employees to wash bedding, and the uniforms and other clothing worn by the individual employee.

Article 28 - MILITARY DUTY PAY

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.

Article 29 - JURY DUTY PAY

A. An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment for meals and/or mileage shall not be considered as part of the fee for purposes of this agreement.

B. If an off-duty employee is subpoenaed to testify in court on behalf of the Department, shall be paid as hours worked at the rate per Article 15, Section C or Section D. The employee will be paid mileage in accordance with Article 33. Witness fees and mileage paid to the employee in furtherance of the subpoena shall be paid over to the City. The employee will accept the court witness fee which shall be turned over to the Department in order to receive Department pay.

Article 30 - PENSION AND RETIREMENT

Employees shall be covered by the "New Hampshire Permanent Fireman's Retirement System" or the New Hampshire Retirement System and any amendments thereto, and the City shall make such contributory payments as may be required to provide such coverage for each employee.

Article 31 - EDUCATIONAL ASSISTANCE

A. In order to encourage and develop the highest level of job performance among the employees of the bargaining unit, the City agrees to provide each station with the following IFSTA manuals: forcible entry, ground ladder practices, hose, salvage and overhaul, fire streams, apparatus, ventilation, rescue and protective breathing practices, first aid, inspection, training programs, water supplies, aircraft, fire department officer, and facilities.

B. The City also agrees to purchase and make available the textbooks used in firefighting courses, which textbooks shall be retained by the department after use by individual employees.

C. The City will reimburse employees for one hundred percent (100%) of the total tuition and laboratory fees paid by employees from their own funds, for the successful completion of job-related courses, as well as courses leading to the granting of degrees in Fire Science, within the budget allowed. Successful completion is defined as a grade of "C" or above for undergraduate studies and a

grade of "B" or above for graduate studies. The City shall budget ~~\$18,000~~ \$20,750 for fiscal year ~~2012~~ 2020 and thereafter shall increase the budgeted amount by ~~\$500~~ 1,000 each year beginning in fiscal year ~~2013~~ 2021 if the budget line for this benefit has a balance of ~~\$500~~ 1,000 or less at the end of ~~the last~~ each full fiscal year.

Courses not directly related to present job function but are functions performed by other personnel in the department, the City will reimburse up to 50% of the total tuition and laboratory fees paid by the employees from their own funds upon successful completion.

D. An employee who desires to participate in this benefit must secure the approval of the Chief or his/her designee, the Human Resources Department, and the Comptroller, on the form provided by the Human Resources Department, with due consideration of the budgetary limitations in Paragraph C, above.

E. Satisfactory completion of all educational courses shall be documented in the personnel records of each employee.

F. For purposes of determining participation in specialty educational courses/classes, the administration shall make available such courses/classes and proportion attendance between officers and firefighters at a 1:5 ratio (officers to fire fighters) provided nothing shall prohibit the administration from varying this ratio if there are insufficient numbers from either group to meet the ratio.

Article 32 - INSURANCE

A.1. Subject to the provisions of this Article, the City, upon the request of an eligible member, shall provide to an employee the amount of the premium specified below for individual, two-person or family plan, of one of the following:

- (a) Point of Service Plan;
- (b) HMO Plan; or
- (c) The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties that the City reserves and shall have the right to change

insurance carriers provided the benefits to participants are comparable and the City elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “a” or “b”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: for the purposes of this Article, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

Spouse Rule: Employees who are married to another employee of the city who also subscribes to a plan will be subject to this rule. This rule requires that an eligible member whose spouse is covered by another City health care plan elect the policy under which the eligible member and spouse shall receive health care benefits. An eligible member and spouse shall not be entitled to receive benefits under separate City health care plans.

A.2. CITY CONTRIBUTIONS:

Effective October 1, 2011: For eligible members, effective October 1, 2011, the City shall contribute 70% of the premium of option (a) and 80% of the premium of option (b). Upon the signing of this agreement, option (a) and option (b) plans offered by the City shall include the following minimum co-pays:

- (a) Twenty Dollars (\$20.00) per medical visit;
- (b) One Hundred Dollars (\$100.00) per emergency room hospital visit;
- (c) Two Hundred Fifty Dollars (\$250.00) Per Person, Five Hundred Dollars (\$500.00) Per 2-Person/Family Inpatient/Outpatient Facility Deductible; and
- (d) Three Tier Pharmacy Benefit of \$5/\$15/\$35 (\$5/\$30/\$70 Mail Order).

For employees hired after July 1, 2002 the City shall, upon request of an eligible employee, provide an individual, two person or family plan for HMO or a City plan offered under option "c". Such employees shall, during the enrollment period next following their first anniversary and annually thereafter during the open enrollment period, have the right to transfer to the point of service plan at the contribution rate set forth above or to a City plan offered under option "c". The contribution rate for all HMO employees shall be the same as provided for above.

A.3. For the duration of this Agreement, either party to the Agreement may request that a Joint Labor/Management Committee be convened to consider the performance of the aforementioned plans, any changes thereto.

A.4. Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period and subject to the conditions set forth in Section A.2. Eligible members moving into or out of the HMO or point of service are may change plans within a specified period after such move to the extent permitted by the plans and in accordance with any other conditions set forth above in A.2.

A.5. ANNUAL AUDIT - The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

B. LIFE INSURANCE - The City agrees to participate in a double indemnity life insurance program by paying 100% of the premiums for employees only. The amount of coverage shall be one times the employee's base salary, rounded to the nearest thousand. Each employee may at his/her option elect to purchase an amount of life insurance coverage equal to the base amount by paying 100% of the premiums.

C. DENTAL INSURANCE - The City agrees to pay 100% of the premiums for dental insurance coverage under the plan in effect for members as of January 1, 2008. Coverage is to be provided by the current carrier used by the City at the time of the signing of this Agreement (Northeast Delta Dental). The City reserves the option to change insurance carriers, upon negotiation with the Union, and on the condition that the coverage provided has overall comparability to that which is currently provided.

Members may also elect, as an option, to enroll in the dental plan offered to merit employees, but shall be responsible for paying the difference between the cost of a two-person plan and family plan if electing coverage under a family plan.

D. After January 1, 2003 the City will not be responsible for paying the difference between the fees of non-participating dentists and the fees agreed to by participating dentists and the current insurance carrier. Until January 1, 1990 the current policy of the City paying the difference shall continue.

E. LONG-TERM DISABILITY

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit. All applicable definitions, rules for employee participation and benefit conditions and payments shall be governed by the City of Nashua's "Non-contributory Disability Income Plan For Qualified Employees" and any amendments as may be amended by the City from time to time.

Article 33 – MILEAGE

Effective with the date of execution of this Agreement, all employees shall be paid at Internal Revenue Service current rate per mile when they are specifically required to use their personal automobiles on department business. This shall include out-of-town travel to educational and training programs required to maintain employment, except those required as a condition of initial employment. It shall also include use of the employee's vehicle in changing stations, when the employee arrived at the first station as originally scheduled. No payment for mileage will be made when an employee uses a personal vehicle in going from the employee's home to a station to pick up clothing and equipment, and then to a multiple alarm fire. Claims for mileage payments will be made on a form provided by the Department, shall be kept on a weekly basis, and will be paid monthly by the City provided the weekly forms are submitted on or before the 20th day of each month.

Article 34 - WORKING OUT OF CLASSIFICATION

A. Any person covered by this Agreement who is required to accept and perform the duties and responsibilities of a position or rank higher than that which he or she normally holds, shall be paid at the probationary rate for that position or rank while so acting, provided he or she so acts for at least four hours.

B. Any person covered by this Agreement who is asked to perform work at a task not covered by the job description of the position or rank which that person normally holds, or by the job description of a position or rank higher than that which the person normally holds, shall be paid at a rate 5% above the person's normal pay rate for the time actually worked, provided he or she works for at least four hours.

C. The third ranking specialist shall not be paid for working out of classification if he/she is working alone, unless this situation exists for more than five consecutive days.

D. When a Captain, Captain Training/Safety, or Superintendent, ~~or Dispatcher Clerk~~ is absent for an entire regularly scheduled work week (4 – 10 hr days, 2 days/2 nights) for any reason, the next senior employee will be paid “acting pay” consistent with paragraph A above. This paragraph D will not limit the requirement to pay individuals as the need arises on a day to day basis throughout all ranks as provided in paragraph A above.

Article 35 - BULLETIN BOARDS

The City agrees to provide space for suitable bulletin boards in convenient places in each station and work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. The Union agrees to maintain such bulletin boards in a neat and orderly condition to the satisfaction of the Captain in charge of the station.

Article 36 - ASSIGNMENTS

A. The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause.

B. Regional Haz Mat Team

All Team members will be full time NFR members. The team may be designated as “Regional” used on a “Mutual Aid” basis.

MEDICAL SCREENING:

Any member who is interested in serving on the “Haz Mat Team” will consent to being medically screened by the designated Physician. The medical screening will be designed to evaluate the member’s fitness for HAZ MAT team assignment. The complete screening criteria will be made available for the member’s review before the screening takes place.

Each year prior to the “Medical Screening” members will agree in writing to participate with the “Haz Mat Team” for the fiscal year following the Medical Screening

Medical test and all results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the team’s designated physician, facility or agency.

PROCEDURE:

Initial training to Technician level will be provided to new team members as a unit. Off-duty members will be paid for all hours of required training. On-duty members will be on a delayed-response basis. The positions of the additional members assigned to this training will be covered by shift coverage. The initial Technician level training will be conducted as a minimum eighty-(80) hour program. The team members with certification as well as those without will be required to attend this initial program.

Members interested in a Haz Mat Team assignment must agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (pass test, maintain certification, annual recertification, medical screening).

The NFR will train adequate members in order to maintain a regular five-member Haz Mat team available on a daily basis.

In the event more members sign for the team than this pre-determined staffing allows, the member with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

The NFR will retain the right to make assignments, regular and alternate, to the team based on seniority. The City and the Union have mutually agreed on a method to fill Haz Mat Team assignments, which is shown in Appendix E.

REQUIRED:

There must be adequate personnel (members and alternates) trained by this procedure to the Technician level to maintain the regular team.

All future Technician level members will first be designated as alternates.

In order to assure a ready pool of available Technician-level personnel, during the annual recertification process, the NFR will continue to train adequate additional personnel to fill any vacancies which may occur on the Haz Mat team. However, if at any time the number of trained and available team members falls below thirty (30), a posting for the vacant positions will occur within two (2) business days for ten (10) days. The screening and training process will begin within seven (7) days of the closure of posting.

During the annual recertification period, members who may wish will be allowed to be screened and trained based on seniority.

Drivers assigned to any apparatus under Article 36, Paragraph E.1., which may be used with the team, will not be required to meet any further qualification.

STIPEND:

All NFR members who complete the Haz Mat Awareness Operational/ Decon level of training, will receive a weekly amount equal to one-half (1/2) their hourly rate, as a stipend for this certification, refer to Article 13, Section H.1. Change effective July 1, 2012.

Regular team members (as defined/assigned daily) will receive a weekly amount equal to 1 times their hourly rate, as a stipend for this assignment.

Limit: 32 Members 8 Officers 24 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Effective January 6, 2013 – One (1) Captain will be regularly assigned as the Haz Mat Team Captain in addition to the Captain assigned to each Station.

Alternate team members (not assigned daily to the regular team) will receive a weekly amount equal to one half their hourly rate, as a stipend for this assignment.

Limit: 36 Members 8 Officers 28 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Specialists qualified at the Technician level and assigned to Haz Mat duties will be designated as additional alternates with the appropriate pay rate provided. This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

C. Permanent Station Assignments:

Permanent Captain Station Assignments will be made available. Up to one (1) position at each station will be allowed. (2 years in grade min.)

Permanent Lieutenant Station Assignments will be made available. (3 years in grade min.)

Fire Fighter positions at each station on each group will be designated for Permanent Station Assignment. (4 years min.) One fire fighter position at each station, on each group will be left unsigned

Station assignment for officers will be made by time in grade seniority.

Each permanent station assignment will be available to all eligible employees annually. Employees will sign for the positions in order of their time in grade seniority and the union will furnish the department with a list of the available positions at each station and the employees assigned to them by December 15th. Transfers as a result of this annual re-signing will occur on the first cycle change after January 1st.

The implementation of this process will take place on the 1st cycle change after the signing of this agreement or the first cycle change after July 1, 2012, whichever comes later. The assignments will then stand until the first cycle change after January 1, 2014.

If the NFR chooses to designate special or technical duties at a station:

1. The station and designation will be posted before the signing/bidding process begins.
2. The NFR will make the required training available. The member will be required to participate while on duty and will be required to be certified if necessary in order to maintain the chosen station assignment.

Employees assigned to a specialty station upon the signing of this agreement shall be permitted to retain that assignment until they exercise their option to sign for a different station assignment. Vacancies as a result of such an action will then be filled by time in grade consistent with the process detailed in this Article.

The NFR reserves the right to assign the group designations for these Station Assignments.

When vacancies occur in the station-assignment positions, qualified members will be allowed to fill those vacancies based on their seniority and the provisions of this Article 36.

However, drivers assigned under Article 36, Paragraph E.1. will not be required to meet any further qualification.

When a vacancy occurs in the Station assignment classifications, the Fire Private with the greatest seniority or Fire Officer with the greatest time in that grade, who signs the posting shall be given the first opportunity to fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If any

person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the position for a period of six (6) months, then the person shall be considered qualified and assigned to the station. Otherwise the employee shall be returned to the employee's prior position. All such vacancies shall be posted for ten (10) days before being filled. However, the initial period shall include three (3) postings in order to insure that the assignment has gone to the senior person wishing to fill the positions. If a driver wishes to transfer to station assignment position, he/she will state his/her desire in writing and process the request to the Chief. The Department will post that position in accordance with the provisions of Article 36, Paragraph E.1.

The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause, after a hearing for that purpose.

Any employee assigned under this clause may request transfer after having been awarded permanent station assignment.

Should a driving position open, a Private assigned under this Article 36 cannot be required to accept the driving position.

D. Water Emergency Dive Team

D.1. Dive Team Organizational Structure: All members of the rescue team will be Nashua Fire Rescue members, and the recovery team will be Nashua Police Department members, both departments will make-up the "City of Nashua Water Emergency Dive Team". The Dive Team could be used to assist other communities.

D.2. Medical Screening: Any member who is interested in serving on the "Dive Team" will consent to being medically screened by the designated Physician. The medical screening will be designated to evaluate the member's fitness for the "Dive Team" assignment. The complete screening criteria will be made available for the member's to review before the screening takes place.

Each year prior to the "Medical Screening" members will agree in writing to participate with the "Dive Team" for the fiscal year following the Medical screening.

Medical test and results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the teams designated physician, facility or agency.

D.3. Procedure: Nashua Fire Rescue will post for the team assignment and will initially train twenty members in order to maintain a regular four member Rescue Dive Team available on a daily basis.

Limit: 40 Members 10 – Officers 30 – Fire Fighters

One Captain will be regularly assigned as the Dive Team Captain

In the event more members sign for the team than this pre-determined staffing allows, the members with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

In order to participate in the initial “Rescue Dive Team” training members must be Padi/Naui “Open Water Certified”. Prior to the initial “Rescue Dive Team” training to ensure a sufficient number of members are available for team operation the Fire Department agrees to make the “Open Water” certification program available. The “Open Water” certification program will be offered during regular duty hours and qualified on duty members will be allowed to participate.

It is agreed that all members of the team will be at a base level of training, that being Padi/Naui Basic Open Water certified prior to start of Rescue Dive Training. In the event that a member who signs for the team is not certified the department agrees to provide Educational Assistance per Article 31, and no over-time will be paid for all hours of required training. The base level the Initial training for the Rescue Dive Team will be provided to all team members as a unit. Off duty members will be paid for all hours of required training. On duty members will be on a delayed response basis. The initial Dive team training will be conducted, and cover the following areas:

- Dry Suit Use
- Aga Mask Use
- Small Boat Operations
- Public Safety Diver
- Large Area Search

This initial Dive Team will take 80 hours to cover all the material, and to organize the fire and police department members as a team. Do to the variety of emergencies that the Dive Team may have to operate in. It is agreed that additional training will be provided. Those programs are Underwater Vehicle Extrication, Swift Water Operation, Ice Dive Rescue, and Black Water Operation, and this training will be done within two years of the team's inception.

Members interested in a Dive Team assignment agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (Pass test, maintain certifications, medical screening.)

D.4. Required: There must be a minimum of 6 Privates and officers trained by this procedure for the Dive Team to be assigned.

NFR agrees to provide all equipment required for the Dive Team members to dive in dry suits, with full face protection (Aga Mask) and any other associated equipment.

NFR agrees that they will provide a minimum of four (4) 8 hour teams drills each year, so to jointly train with the Nashua Police Department Dive Team.

Drivers assigned under Article 36, Paragraph E.1. which may be used with the team, will not be required to meet any further qualifications.

D.5. Stipend: All NFR members who complete the Dive Tender/Boat Operator training, will be granted one half (1/2) time hourly rate weekly.

Dive Team members will receive a weekly amount equal to one (1) times their hourly rate, as a stipend for this assignment.

E.1. When a new position is created or when a vacancy occurs in the Driver classification, other than for driver of a Deputy's car, the Fire Private with the greatest seniority who signs the posting shall be given the first opportunity to fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If that person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the

position for a period of six (6) months, then that person shall be considered qualified and assigned to the job. Otherwise the employee shall be returned to the employee's prior position. Vacant driving positions shall be filled on the first cycle change after January 1st and July 1st annually. The union shall post all such vacancies for ten (10) days before being filled. If one or more persons sign the posting, the provisions for filling the position will be followed. If a person who signs the posting is chosen to fill the position, then the requested transfer will be allowed. If a driver wishes to transfer to a back-end (nozzle person) position, he/she will state his/her desire in writing and process the request to the union and he/she will be transferred to a back-end position at the beginning of the next eight (8) week cycle.

E.2. In the event the Department determines that Fire Officers shall be assigned to drive the Deputies' cars, the assignments shall be offered first to Fire Officers on a voluntary basis, subject to the approval of the Chief and Deputy. In the absence of volunteers, the assignments shall be made among the permanent fire officers of the Department by the Chief and Deputy Chiefs.

E.3. In the event the Department determines that Fire Privates shall be assigned to drive the Deputies' cars, the assignments shall be made in accordance with E.1. above, provided that without regard to the provisions of E.1. all such assignments shall be subject to the approval of the Chief and Deputy Chiefs.

E.4. Any Specialist or Dispatcher may be returned to any position which he or she has formerly held as a Fire Private or Dispatcher, providing there is an opening for that former position and he/she meets the qualifications for that former position as determined by the Fire Commissioners.

Article 37 – RESIDENCY

A. Employees hired before May 1, 1996. There shall be no residency requirement for employees hired prior to May 1, 1996 provided that such employees shall be required to respond to any overtime or call back within one hour's time. If the employee is unable to respond within the one-hour time limit, that employee will be considered as not having reported for duty and no compensation will be due them. This pertains to all overtime situations except those overtime assignments made when the employee is on shift and requested to work additional hours.

B. Employees hired after May 1, 1996. Employees are encouraged to reside within a fifteen (15) mile radius of the Fire Department headquarters. Any employee who does not meet this residency requirement will not be called for overtime unless in the opinion of the Chief or designee that employee's services are needed. Notwithstanding anything to the contrary, any employee who does not respond to a call for duty within one hour shall be considered as not having reported for duty and no compensation will be due them.

Article 38 - SAVINGS CLAUSE

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

Article 39 - DURATION AND EFFECT

A. This Agreement, upon bearing the signatures of the authorized people representing the Union and the City, shall be effective as of July 1, ~~2015~~ 2019, and will remain in effect through June 30, ~~2019~~ 2023. Provided however, that on June 30, ~~2019~~ 2023, and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year unless one hundred and twenty (120) days or more prior to budget submission date, either party shall have delivered to the other notice of its desire not to have the Agreement in its then form renewed. Such notice shall be deemed delivered if and when mailed, postage prepaid, addressed to the last address of the addressee, which is known to the sender of this notice. If such notice shall be sent, the parties shall negotiate for a new Agreement or modification thereof, and the terms hereof shall continue to apply until the new or modified Agreement is executed or the existing Agreement terminated; upon thirty days' notice by either party.

B. Should neither party to this Agreement send a notice of termination as described in Paragraph A above, this Agreement will be considered to have been automatically renewed for another year from effective date of Agreement.

C. Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce to this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties, signatories to the Agreement, thirty (30) days before the beginning of discussions

of the Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on this _____ day of _____, ~~2016~~ 2020.

Signed, sealed and delivered in the presence of:

Nashua, NH City Employees
Nashua, NH, Fire Fighters Assn.
Local 789, International
Association of Fire Fighters:

Witnesses for the Union:

City of Nashua, New Hampshire:

Mayor

Board of Fire Commissioners:

Witnesses for the City:

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108
Firefighter - Certified 1	49,937	52,460	55,108	57,892	60,156	60,754	61,365	61,977	62,599
Firefighter - Certified 2		211	212	213	214	215	216	217	218
Firefighter - Certified 3		53,709	56,420	59,270	61,587	62,202	62,826	63,453	64,088
		221	222	223	224	225	226	227	228
		53,568	57,462	61,638	65,477	66,130	66,791	67,460	68,135
		231	232	233	234	235	236	237	238
		54,843	58,830	63,106	67,035	67,704	68,383	69,066	69,757

Certified 1
EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012

Certified 2
Firefighter Level III or Introduction to Technical Rescue or Equivalent

Certified 3
Certified 1 and Certified 2

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatcher*	100	101	102	103	104	105	106	107	108
Dispatcher - Certified 1	49,937	52,460	55,108	57,892	60,156	60,754	61,365	61,977	62,599
Dispatcher - Certified 2		211	212	213	214	215	216	217	218
Dispatcher - Certified 3		53,568	56,420	59,270	61,587	62,202	62,826	63,453	64,088
		221	222	223	224	225	226	227	228
		53,709	57,462	61,638	65,477	66,130	66,791	67,460	68,135
		231	232	233	234	235	236	237	238
		54,843	58,830	63,106	67,035	67,704	68,383	69,066	69,757

Certified 1
*NIMS 700 - National Incident Management Systems
 NIMS 100-Into to the Incident Command System
 APCO Telecommunicator 1*

Certified 2
*NIMS 200-ICS for Single Resource & Initial Action Incident
 APCO Fire Service Communicator and Certified 1*

Certified 3
100 Millamp System and Certified 1 and Certified 2

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatch Supervisor*	302	303	304	305	306	307	308
	74,365	75,108	75,858	76,620	77,387	78,157	78,941
Dispatch Supervisor - Certified 1	412	413	414	415	416	417	418
	75,110	75,862	76,620	77,387	78,159	78,941	79,732
Dispatch Supervisor - Certified 2	422	423	424	425	426	427	428
	76,135	76,896	77,665	78,444	79,229	80,019	80,820
Dispatch Supervisor - Certified 3	432	433	434	435	436	437	438
	76,898	77,668	78,444	79,229	80,021	80,820	81,629

Certified 1	NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff
Certified 2	APCO Communications Training Officer and Certified 1
Certified 3	APCO Communications Center Supervisor and Certified 1 and Certified 2

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant	303	304	305	306	307	308
	75,108	75,858	76,620	77,387	78,157	78,941
Lieutenant - Certified 1	413	414	415	416	417	418
	76,896	77,665	78,444	79,229	80,019	80,820
Lieutenant - Certified 2	423	424	425	426	427	428
	75,862	76,620	77,387	78,159	78,941	79,732
Lieutenant - Certified 3	433	434	435	436	437	438
	77,668	78,444	79,229	80,021	80,820	81,629

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer 1
Certified 3	Certified 1 and Certified 2

Base 2184 Hours	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain	503	504	505	506	507	508	508	508	508	508	508	508
Captain - Certified 1	83,047	83,877	84,717	85,563	86,420	87,284	88,157	89,033	89,909	90,785	91,661	92,537
Captain - Certified 2	613	614	615	616	617	618	618	618	618	618	618	618
Captain - Certified 3	85,024	85,874	86,733	87,600	88,476	89,363	90,257	91,157	92,064	92,977	93,895	94,818
	623	624	625	626	627	628	628	628	628	628	628	628
	83,879	84,718	85,564	86,421	87,285	88,157	89,033	89,909	90,785	91,661	92,537	93,418
	633	634	635	636	637	638	638	638	638	638	638	638
	85,875	86,734	87,602	88,477	89,364	90,257	91,157	92,064	92,977	93,895	94,818	95,745

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer I & II NIMS 400
Certified 3	Certified 1 and Certified 2

Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal	702	703	705	706	707	708	708	708	708	708	708	708	708	708
Fire Marshal - Certified 1	90,802	91,711	92,629	93,555	94,490	95,434	96,388	97,355	98,333	99,321	100,321	101,333	102,355	103,388
Fire Marshal - Certified 2	812	813	814	815	816	817	818	818	818	818	818	818	818	818
Fire Marshal - Certified 3	93,072	94,004	94,944	95,893	96,853	97,821	98,797	99,785	100,785	101,797	102,818	103,845	104,877	105,914
	822	823	824	825	826	827	828	828	828	828	828	828	828	828
	91,712	92,628	93,555	94,490	95,434	96,389	97,355	98,333	99,321	100,321	101,333	102,355	103,388	104,421
	832	833	834	835	836	837	838	838	838	838	838	838	838	838
	94,005	94,943	95,893	96,853	97,821	98,798	99,788	100,788	101,798	102,818	103,845	104,877	105,914	106,951

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Inspector II and Fire Investigator I
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary
Base 2080 Hours														
Inspector/Investigator (Asst. Supt. Fire Marshal)	502	82,224	503	83,047	504	83,877	505	84,717	506	85,563	507	86,420	508	87,284
Inspector/Investigator - Certified 1	612	84,281	613	85,123	614	85,974	615	86,834	616	87,703	617	88,579	618	89,466
Inspector/Investigator - Certified 2	622	85,048	623	85,879	624	86,718	625	87,564	626	88,421	627	89,285	628	90,157
Inspector/Investigator - Certified 3	632	85,124	633	85,975	634	86,836	635	87,704	636	88,582	637	89,467	638	90,362

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Fire Investigator
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary
Base 2080 Hours														
Inspector/Investigator/Pub Ed Officer	302	74,365	303	75,108	304	75,858	305	76,620	306	77,387	307	78,157	308	78,941
Inspector/Investigator/Pub Ed Officer - Certified 1	412	76,224	413	76,985	414	77,757	415	78,536	416	79,321	417	80,111	418	80,915
Inspector/Investigator/Pub Ed Officer - Certified 2	422	75,110	423	75,862	424	76,620	425	77,387	426	78,159	427	78,941	428	79,732
Inspector/Investigator/Pub Ed Officer - Certified 3	432	76,988	433	77,759	434	78,536	435	79,321	436	80,113	437	80,915	438	81,725

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Public Fire and Life Safety Educator I
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade		Grade		Grade		Grade		Grade		Grade		Grade	
Base 2080 Hours														
Captain Training/Safety	702	90,802	703	91,711	704	92,629	705	93,555	706	94,490	707	95,434	708	96,388
Captain Training/Safety - Certified 1	812	81,712	813	82,629	814	83,555	815	84,490	816	85,434	817	86,388	818	87,332
Captain Training/Safety - Certified 2	822	82,629	823	83,555	824	84,490	825	85,434	826	86,388	827	87,332	828	88,276
Captain Training/Safety - Certified 3	832	83,555	833	84,490	834	85,434	835	86,388	836	87,332	837	88,276	838	89,170
		94,005		94,943		95,893		96,853		97,821		98,798		99,788

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade		Grade		Grade		Grade		Grade		Grade		Grade	
Base 2080 Hours														
Lieutenant Training/Safety (Asst. Supt. Training Div)	502	82,224	503	83,047	504	83,877	505	84,717	506	85,563	507	86,420	508	87,284
Lieutenant Training/Safety - Certified 1	612	61,281	613	62,123	614	62,974	615	63,834	616	64,703	617	65,579	618	66,466
Lieutenant Training/Safety - Certified 2	622	62,123	623	62,974	624	63,834	625	64,703	626	65,579	627	66,466	628	67,332
Lieutenant Training/Safety - Certified 3	632	63,048	633	63,879	634	64,718	635	65,564	636	66,421	637	67,285	638	68,157
		85,124		85,975		86,836		87,704		88,582		89,467		90,362

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Instructor I
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Asst. Superintendent of Fire Alarm	502	503	504	505	506	507	508
	82,224	83,047	83,877	84,717	85,563	86,420	87,284
Asst. Superintendent of Fire Alarm - Certified 1	612	613	614	615	616	617	618
	84,281	85,123	85,974	86,834	87,703	88,579	89,466
Asst. Superintendent of Fire Alarm - Certified 2	622	623	624	625	626	627	628
	83,048	83,879	84,718	85,564	86,421	87,285	88,157
Asst. Superintendent of Fire Alarm - Certified 3	632	633	634	635	636	637	638
	85,124	85,975	86,836	87,704	88,581	89,467	90,362

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Superintendent of Fire Alarm	702	703	704	705	706	707	708
	90,802	91,711	92,629	93,555	94,490	95,434	96,388
Superintendent of Fire Alarm - Certified 1	812	813	814	815	816	817	818
	93,072	94,004	94,944	95,893	96,853	97,821	98,797
Superintendent of Fire Alarm - Certified 2	822	823	824	825	826	827	828
	91,712	92,628	93,555	94,490	95,434	96,389	97,355
Superintendent of Fire Alarm - Certified 3	832	833	834	835	836	837	838
	94,005	94,943	95,893	96,853	97,821	98,798	99,788

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	702	Grade	703	Grade	704	Grade	705	Grade	706	Grade	707	Grade	708
Base 2080 Hours														
Superintendent of Fleet	90,802	91,711	91,711	92,629	92,629	93,555	93,555	94,490	94,490	94,490	95,434	95,434	96,388	96,388
Superintendent of Fleet - Certified 1	812	813	813	814	814	815	815	816	816	816	817	817	818	818
Superintendent of Fleet - Certified 2	93,072	94,004	94,004	94,944	94,944	95,893	95,893	96,853	96,853	96,853	97,821	97,821	98,797	98,797
Superintendent of Fleet - Certified 3	822	823	823	824	824	825	825	826	826	826	827	827	828	828
	91,712	92,628	92,628	93,555	93,555	94,490	94,490	95,434	95,434	95,434	96,389	96,389	97,355	97,355
	832	833	833	834	834	835	835	836	836	836	837	837	838	838
	94,005	94,943	94,943	95,893	95,893	96,853	96,853	97,821	97,821	97,821	98,798	98,798	99,788	99,788

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	502	Grade	503	Grade	504	Grade	505	Grade	506	Grade	507	Grade	508
Base 2080 Hours														
Asst. Superintendent of Fleet	82,224	83,047	83,047	83,877	83,877	84,717	84,717	85,563	85,563	85,563	86,420	86,420	87,284	87,284
Asst. Superintendent of Fleet - Certified 1	612	613	613	614	614	615	615	616	616	616	617	617	618	618
Asst. Superintendent of Fleet - Certified 2	84,281	85,123	85,123	85,974	85,974	86,834	86,834	87,703	87,703	87,703	88,579	88,579	89,466	89,466
Asst. Superintendent of Fleet - Certified 3	622	623	623	624	624	625	625	626	626	626	627	627	628	628
	83,048	83,879	83,879	84,718	84,718	85,564	85,564	86,421	86,421	86,421	87,285	87,285	88,157	88,157
	632	633	633	634	634	635	635	636	636	636	637	637	638	638
	85,124	85,975	85,975	86,836	86,836	87,704	87,704	88,581	88,581	88,581	89,467	89,467	90,362	90,362

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	72,888	73,628	74,365	75,108	75,858	76,620	77,387	78,157	78,941
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	74,721	75,469	76,224	76,985	77,757	78,536	79,321	80,111	80,915
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	73,630	74,367	75,110	75,862	76,620	77,387	78,159	78,941	79,732
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	75,471	76,226	76,988	77,759	78,536	79,321	80,113	80,915	81,725

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+		
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	
Base 2184 Hours																			
Firefighter	100	101	54,296	57,036	59,919	62,261	62,881	63,512	64,146	64,790	65,425	66,060	66,695	67,330	67,965	68,600	69,235	69,870	70,505
Firefighter - Certified 1	51,685	211	55,589	58,394	61,345	64,379	67,413	70,447	73,481	76,515	79,549	82,583	85,617	88,651	91,685	94,719	97,753	100,787	103,821
Firefighter - Certified 2		221	55,443	59,473	63,795	67,768	71,741	75,714	79,687	83,660	87,633	91,606	95,579	99,552	103,525	107,498	111,471	115,444	119,417
Firefighter - Certified 3		231	56,762	60,889	65,314	69,381	73,448	77,515	81,582	85,649	89,716	93,783	97,850	101,917	105,984	110,051	114,118	118,185	122,252

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>																		
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>																		
Certified 3	<i>Certified 1 and Certified 2</i>																		

	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+		
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	
Base 2184 Hours																			
Dispatcher*	100	101	54,296	57,036	59,919	62,261	62,881	63,512	64,146	64,790	65,425	66,060	66,695	67,330	67,965	68,600	69,235	69,870	70,505
Dispatcher - Certified 1	51,685	211	55,443	58,394	61,345	64,379	67,413	70,447	73,481	76,515	79,549	82,583	85,617	88,651	91,685	94,719	97,753	100,787	103,821
Dispatcher - Certified 2		221	55,589	59,473	63,795	67,768	71,741	75,714	79,687	83,660	87,633	91,606	95,579	99,552	103,525	107,498	111,471	115,444	119,417
Dispatcher - Certified 3		231	56,762	60,889	65,314	69,381	73,448	77,515	81,582	85,649	89,716	93,783	97,850	101,917	105,984	110,051	114,118	118,185	122,252

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>																		
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>																		
Certified 3	<i>100 Millamp System and Certified 1 and Certified 2</i>																		

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours							
Dispatch Supervisor*	302	303	304	305	306	307	308
	76,967	77,737	78,513	79,301	80,096	80,892	81,704
Dispatch Supervisor - Certified 1	412	413	414	415	416	417	418
	77,739	78,517	79,301	80,096	80,894	81,704	82,522
Dispatch Supervisor - Certified 2	422	423	424	425	426	427	428
	78,800	79,587	80,383	81,189	82,002	82,820	83,649
Dispatch Supervisor - Certified 3	432	433	434	435	436	437	438
	79,590	80,386	81,189	82,002	82,822	83,649	84,486

Certified 1	NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff
Certified 2	APCO Communications Training Officer and Certified 1
Certified 3	APCO Communications Center Supervisor and Certified 1 and Certified 2

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours						
Lieutenant	303	304	305	306	307	308
	77,737	78,513	79,301	80,096	80,892	81,704
Lieutenant - Certified 1	413	414	415	416	417	418
	79,587	80,383	81,189	82,002	82,820	83,649
Lieutenant - Certified 2	423	424	425	426	427	428
	78,517	79,301	80,096	80,894	81,704	82,522
Lieutenant - Certified 3	433	434	435	436	437	438
	80,386	81,189	82,002	82,822	83,649	84,486

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer 1
Certified 3	Certified 1 and Certified 2

	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours												
Captain	503	504	505	506	507	508	508	507	507	507	508	508
Captain - Certified 1	85,953	86,813	87,682	88,558	89,444	90,339	90,339	89,444	89,444	89,444	90,339	90,339
Captain - Certified 2	613	614	615	616	617	618	618	616	617	617	618	618
Captain - Certified 3	88,000	88,879	89,769	90,666	91,573	92,491	92,491	90,666	91,573	91,573	92,491	92,491
	623	624	625	626	627	628	628	626	627	627	628	628
	86,814	87,683	88,559	89,445	90,340	91,243	91,243	89,445	90,340	90,340	91,243	91,243
	633	634	635	636	637	638	638	636	637	637	638	638
	88,880	89,770	90,668	91,574	92,492	93,416	93,416	91,574	92,492	92,492	93,416	93,416

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer I & II NIMS 400
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Fire Marshal	702	703	704	705	706	707	707	706	706	707	707	708	708	708
Fire Marshal - Certified 1	93,980	94,921	95,871	96,830	97,798	98,774	98,774	97,798	97,798	98,774	98,774	99,761	99,761	99,761
Fire Marshal - Certified 2	812	813	814	815	816	817	818	816	816	817	817	818	818	818
Fire Marshal - Certified 3	96,329	97,294	98,267	99,250	100,243	101,245	101,245	99,250	100,243	101,245	101,245	102,255	102,255	102,255
	822	823	824	825	826	827	828	825	826	827	827	828	828	828
	94,922	95,870	96,830	97,798	98,774	99,762	99,762	97,798	98,774	99,762	99,762	100,762	100,762	100,762
	832	833	834	835	836	837	838	835	836	837	837	838	838	838
	97,295	98,266	99,250	100,243	101,245	102,256	102,256	100,243	101,245	102,256	102,256	103,281	103,281	103,281

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Inspector II and Fire Investigator I
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Inspector/Investigator (Asst. Supt. Fire Marshal)	502	503	504	505	506	507	508	85,102	85,953	86,813	87,682	88,558	89,444	90,339
Inspector/Investigator - Certified 1	612	613	614	615	616	617	618	87,231	88,103	88,983	89,874	90,773	91,679	92,598
Inspector/Investigator - Certified 2	622	623	624	625	626	627	628	85,954	86,814	87,683	88,559	89,445	90,340	91,243
Inspector/Investigator - Certified 3	632	633	634	635	636	637	638	88,104	88,984	89,875	90,774	91,682	92,599	93,524

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 Fire Inspector I and Fire Investigator

Certified 3 Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Inspector/Investigator/Pub Ed Officer	302	303	304	305	306	307	308	76,967	77,737	78,513	79,301	80,096	80,892	81,704
Inspector/Investigator/Pub Ed Officer - Certified 1	412	413	414	415	416	417	418	78,891	79,679	80,478	81,284	82,097	82,915	83,747
Inspector/Investigator/Pub Ed Officer - Certified 2	422	423	424	425	426	427	428	77,739	78,517	79,301	80,096	80,894	81,704	82,522
Inspector/Investigator/Pub Ed Officer - Certified 3	432	433	434	435	436	437	438	79,683	80,480	81,284	82,097	82,917	83,747	84,585

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 Fire Inspector I and Public Fire and Life Safety Educator I

Certified 3 Certified 1 and Certified 2

	Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	702	Grade	703	Grade	704	Grade	705	Grade	706	Grade	707	Grade	708
		93,980	94,921	95,871	96,830	97,798	98,774	99,762	100,743	101,725	102,707	103,689	104,671	105,653	106,635
		812	813	814	815	816	817	818	819	820	821	822	823	824	825
		96,329	97,294	98,267	99,250	100,243	101,245	102,255	103,265	104,275	105,285	106,295	107,305	108,315	109,325
		822	823	824	825	826	827	828	829	830	831	832	833	834	835
		94,922	95,870	96,830	97,798	98,774	99,762	100,743	101,725	102,707	103,689	104,671	105,653	106,635	107,617
		832	833	834	835	836	837	838	839	840	841	842	843	844	845
		97,295	98,266	99,250	100,243	101,245	102,256	103,266	104,276	105,286	106,296	107,306	108,316	109,326	110,336

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management
Certified 3	Certified 1 and Certified 2

	Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	502	Grade	503	Grade	504	Grade	505	Grade	506	Grade	507	Grade	508
		85,102	85,953	86,813	87,682	88,558	89,444	90,339	91,234	92,129	93,024	93,919	94,814	95,709	96,604
		612	613	614	615	616	617	618	619	620	621	622	623	624	625
		87,231	88,103	88,983	89,874	90,773	91,679	92,598	93,517	94,436	95,355	96,274	97,193	98,112	99,031
		622	623	624	625	626	627	628	629	630	631	632	633	634	635
		85,954	86,814	87,683	88,559	89,445	90,340	91,243	92,146	93,049	93,952	94,855	95,758	96,661	97,564
		632	633	634	635	636	637	638	639	640	641	642	643	644	645
		88,104	88,984	89,875	90,774	91,682	92,599	93,524	94,441	95,358	96,275	97,192	98,109	99,026	99,943

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Instructor I
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Asst. Superintendent of Fire Alarm	502	503	504	505	506	507	508
	85,102	85,953	86,813	87,682	88,558	89,444	90,339
Asst. Superintendent of Fire Alarm - Certified 1	612	613	614	615	616	617	618
	87,231	88,103	88,983	89,874	90,773	91,679	92,598
Asst. Superintendent of Fire Alarm - Certified 2	622	623	624	625	626	627	628
	85,954	86,814	87,683	88,559	89,445	90,340	91,243
Asst. Superintendent of Fire Alarm - Certified 3	632	633	634	635	636	637	638
	88,104	88,984	89,875	90,774	91,681	92,599	93,524

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Superintendent of Fire Alarm	702	703	704	705	706	707	708
	93,980	94,921	95,871	96,830	97,798	98,774	99,761
Superintendent of Fire Alarm - Certified 1	812	813	814	815	816	817	818
	96,329	97,294	98,267	99,250	100,243	101,245	102,255
Superintendent of Fire Alarm - Certified 2	822	823	824	825	826	827	828
	94,922	95,870	96,830	97,798	98,774	99,762	100,762
Superintendent of Fire Alarm - Certified 3	832	833	834	835	836	837	838
	97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Superintendent of Fleet	702	703	704	705	706	707	708
	93,980	94,921	95,871	96,830	97,798	98,774	99,761
Superintendent of Fleet - Certified 1	812	813	814	815	816	817	818
	96,329	97,294	98,267	99,250	100,243	101,245	102,255
Superintendent of Fleet - Certified 2	822	823	824	825	826	827	828
	94,922	95,870	96,830	97,798	98,774	99,762	100,762
Superintendent of Fleet - Certified 3	832	833	834	835	836	837	838
	97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 ASE Truck Technician

Certified 3 Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Asst. Superintendent of Fleet	502	503	504	505	506	507	508
	85,102	85,953	86,813	87,682	88,558	89,444	90,339
Asst. Superintendent of Fleet - Certified 1	612	613	614	615	616	617	618
	87,231	88,103	88,983	89,874	90,773	91,679	92,598
Asst. Superintendent of Fleet - Certified 2	622	623	624	625	626	627	628
	85,954	86,814	87,683	88,559	89,445	90,340	91,243
Asst. Superintendent of Fleet - Certified 3	632	633	634	635	636	637	638
	88,104	88,984	89,875	90,774	91,681	92,599	93,524

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 ASE Truck Technician

Certified 3 Certified 1 and Certified 2

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	75,439	76,205	76,967	77,737	78,513	79,301	80,096	80,892	81,704
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	77,337	78,110	78,891	79,679	80,478	81,284	82,097	82,915	83,747
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	76,207	76,970	77,739	78,517	79,301	80,096	80,894	81,704	82,522
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	78,112	78,894	79,683	80,480	81,284	82,097	82,917	83,747	84,585

Certified 1	EMS certification appropriate to date of hire and Hazardous Material/Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

	Probation	Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours																	
Firefighter	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116
Firefighter - Certified 1	53,493	56,196	59,033	62,016	64,441	65,082	65,735	66,391	67,057	67,717	68,382	69,047	69,712	70,377	71,042	71,707	72,372
Firefighter - Certified 2		211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226
Firefighter - Certified 3		57,534	60,438	63,492	65,974	66,632	67,301	67,972	68,653	69,334	70,015	70,696	71,377	72,058	72,739	73,420	74,101
		221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236
		57,384	61,554	66,028	70,140	70,840	71,548	72,265	72,988	73,711	74,434	75,157	75,880	76,603	77,326	78,049	78,772
		231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246
		58,749	63,020	67,600	71,809	72,526	73,254	73,985	74,726	75,467	76,208	76,949	77,690	78,431	79,172	79,913	80,654

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>
Certified 3	<i>Certified 1 and Certified 2</i>

	Probation	Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours																	
Dispatcher*	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116
Dispatcher - Certified 1	53,493	56,196	59,033	62,016	64,441	65,082	65,735	66,391	67,057	67,717	68,382	69,047	69,712	70,377	71,042	71,707	72,372
Dispatcher - Certified 2		211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226
Dispatcher - Certified 3		57,384	60,438	63,492	65,974	66,632	67,301	67,972	68,653	69,334	70,015	70,696	71,377	72,058	72,739	73,420	74,101
		221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236
		57,534	61,554	66,028	70,140	70,840	71,548	72,265	72,988	73,711	74,434	75,157	75,880	76,603	77,326	78,049	78,772
		231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246
		58,749	63,020	67,600	71,809	72,526	73,254	73,985	74,726	75,467	76,208	76,949	77,690	78,431	79,172	79,913	80,654

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>
Certified 3	<i>100 Miliamp System and Certified 1 and Certified 2</i>

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours														
Dispatch Supervisor*	302	303	303	304	305	306	307	308	308	308	307	307	308	308
Dispatch Supervisor - Certified 1	79,661	80,457	81,265	81,261	82,077	82,899	83,723	84,564	84,564	84,564	83,723	83,723	84,564	84,564
Dispatch Supervisor - Certified 2	412	413	423	424	425	426	427	428	428	427	427	428	428	428
Dispatch Supervisor - Certified 3	80,460	81,265	82,077	82,899	83,723	84,564	85,411	86,265	86,265	85,411	84,564	84,564	85,411	85,411
	81,558	82,373	83,196	84,031	84,872	85,718	86,577	87,443	87,443	86,577	85,718	84,872	84,031	83,196
	432	433	434	435	436	437	438	439	439	437	437	438	438	438
	82,375	83,200	84,031	84,872	85,718	86,577	87,443	88,318	89,193	88,318	87,443	86,577	85,718	84,872

Certified 1	NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff
Certified 2	APCO Communications Training Officer and Certified 1
Certified 3	APCO Communications Center Supervisor and Certified 1 and Certified 2

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours												
Lieutenant	303	304	305	306	307	308	308	308	308	307	307	308
Lieutenant - Certified 1	80,457	81,261	82,077	82,899	83,723	84,564	84,564	84,564	84,564	83,723	83,723	84,564
Lieutenant - Certified 2	413	414	415	416	417	418	418	418	418	417	417	418
Lieutenant - Certified 3	82,373	83,196	84,031	84,872	85,718	86,577	87,443	88,318	89,193	88,318	87,443	86,577
	423	424	425	426	427	428	428	427	427	427	428	428
	81,265	82,077	82,899	83,726	84,564	85,411	86,265	87,118	87,971	87,118	86,265	85,411
	433	434	435	436	437	438	438	437	437	437	438	438
	83,200	84,031	84,872	85,718	86,577	87,443	88,318	89,193	90,068	89,193	88,318	87,443

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer 1
Certified 3	Certified 1 and Certified 2

	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade		Grade		Grade		Grade		Grade		Grade	
Base 2184 Hours												
Captain	503		504		505		506		507		508	
Captain - Certified 1	88,962		89,852		90,751		91,658		92,575		93,501	
	613		614		615		616		617		618	
	91,080		91,990		92,911		93,839		94,778		95,728	
Captain - Certified 2	623		624		625		626		627		628	
	89,853		90,752		91,659		92,576		93,502		94,436	
Captain - Certified 3	633		634		635		636		637		638	
	91,991		92,912		93,841		94,779		95,729		96,686	

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer I & II NIMS 400
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade		Grade		Grade		Grade		Grade		Grade		Grade	
Base 2080 Hours														
Fire Marshal	702		703		704		705		706		707		708	
	97,269		98,243		99,227		100,219		101,221		102,232		103,253	
Fire Marshal - Certified 1	812		813		814		815		816		817		818	
	99,701		100,699		101,707		102,723		103,751		104,788		105,833	
Fire Marshal - Certified 2	822		823		824		825		826		827		828	
	98,244		99,226		100,219		101,221		102,232		103,254		104,289	
Fire Marshal - Certified 3	832		833		834		835		836		837		838	
	100,700		101,706		102,723		103,751		104,788		105,835		106,895	

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Inspector II and Fire Investigator I
Certified 3	Certified 1 and Certified 2

Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)	502	503	504	505	506	507	508	509	510	511	512	513	514	515
Inspector/Investigator - Certified 1	88,081	88,962	89,852	90,751	91,658	92,575	93,501	94,436	95,371	96,306	97,241	98,176	99,111	100,046
Inspector/Investigator - Certified 2	612	613	614	615	616	617	618	619	620	621	622	623	624	625
Inspector/Investigator - Certified 3	90,284	91,186	92,098	93,019	93,950	94,888	95,839	96,790	97,741	98,692	99,643	100,594	101,545	102,496
	622	623	624	625	626	627	628	629	630	631	632	633	634	635
	88,963	89,853	90,752	91,659	92,576	93,502	94,436	95,371	96,306	97,241	98,176	99,111	100,046	100,981
	632	633	634	635	636	637	638	639	640	641	642	643	644	645
	91,187	92,099	93,020	93,951	94,891	95,840	96,798	97,749	98,700	99,651	100,602	101,553	102,504	103,455

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Fire Investigator
Certified 3	Certified 1 and Certified 2

Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer	302	303	304	305	306	307	308	309	310	311	312	313	314	315
Inspector/Investigator/Pub Ed Officer - Certified 1	79,661	80,457	81,261	82,077	82,899	83,723	84,564	85,411	86,268	87,125	87,991	88,858	89,725	90,592
Inspector/Investigator/Pub Ed Officer - Certified 2	412	413	414	415	416	417	418	419	420	421	422	423	424	425
Inspector/Investigator/Pub Ed Officer - Certified 3	81,653	82,468	83,295	84,129	84,971	85,817	86,678	87,546	88,423	89,306	90,199	91,092	91,985	92,878
	422	423	424	425	426	427	428	429	430	431	432	433	434	435
	80,460	81,265	82,077	82,899	83,726	84,564	85,411	86,268	87,125	87,991	88,858	89,725	90,592	91,459
	432	433	434	435	436	437	438	439	440	441	442	443	444	445
	82,471	83,297	84,129	84,971	85,819	86,678	87,546	88,423	89,306	90,199	91,092	91,985	92,878	93,771

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Public Fire and Life Safety Educator I
Certified 3	Certified 1 and Certified 2

	Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	702	Grade	703	Grade	704	Grade	705	Grade	706	Grade	707	Grade	708
	Captain Training/Safety		97,269		98,243		99,227		100,219		101,221		102,232		103,253
			812		813		814		815		816		817		818
	Captain Training/Safety - Certified 1		99,701		100,699		101,707		102,723		103,751		104,788		105,833
			822		823		824		825		826		827		828
	Captain Training/Safety - Certified 2		98,244		99,226		100,219		101,221		102,232		103,254		104,289
			832		833		834		835		836		837		838
	Captain Training/Safety - Certified 3		100,700		101,706		102,723		103,751		104,788		105,835		106,895

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management
Certified 3	Certified 1 and Certified 2

	Base 2080 Hours	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
		Grade	502	Grade	503	Grade	504	Grade	505	Grade	506	Grade	507	Grade	508
			88,081		88,962		89,852		90,751		91,658		92,575		93,501
	Lieutenant Training/Safety (Asst. Supt. Training Div)		612		613		614		615		616		617		618
			90,284		91,186		92,098		93,019		93,950		94,888		95,839
	Lieutenant Training/Safety - Certified 1		622		623		624		625		626		627		628
			88,963		89,853		90,752		91,659		92,576		93,502		94,436
	Lieutenant Training/Safety - Certified 2		632		633		634		635		636		637		638
			91,187		92,099		93,020		93,951		94,891		95,840		96,798
	Lieutenant Training/Safety - Certified 3														

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Instructor I
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Asst. Superintendent of Fire Alarm	502	503	504	505	506	507	508	88,081	88,962	89,852	90,751	91,658	92,575	93,501
Asst. Superintendent of Fire Alarm - Certified 1	612	613	614	615	616	617	618	90,284	91,186	92,098	93,019	93,950	94,888	95,839
Asst. Superintendent of Fire Alarm - Certified 2	622	623	624	625	626	627	628	88,963	89,853	90,752	91,659	92,576	93,502	94,436
Asst. Superintendent of Fire Alarm - Certified 3	632	633	634	635	636	637	638	91,187	92,099	93,020	93,951	94,890	95,840	96,798

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Superintendent of Fire Alarm	702	703	704	705	706	707	708	97,269	98,243	99,227	100,219	101,221	102,232	103,253
Superintendent of Fire Alarm - Certified 1	812	813	814	815	816	817	818	99,701	100,699	101,707	102,723	103,751	104,788	105,833
Superintendent of Fire Alarm - Certified 2	822	823	824	825	826	827	828	98,244	99,226	100,219	101,221	102,232	103,254	104,289
Superintendent of Fire Alarm - Certified 3	832	833	834	835	836	837	838	100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	IMSA Municipal Level II
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Superintendent of Fleet	702	703	704	705	706	707	708
	97,269	98,243	99,227	100,219	101,221	102,232	103,253
Superintendent of Fleet - Certified 1	812	813	814	815	816	817	818
	99,701	100,699	101,707	102,723	103,751	104,788	105,833
Superintendent of Fleet - Certified 2	822	823	824	825	826	827	828
	98,244	99,226	100,219	101,221	102,232	103,254	104,289
Superintendent of Fleet - Certified 3	832	833	834	835	836	837	838
	100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Asst. Superintendent of Fleet	502	503	504	505	506	507	508
	88,081	88,962	89,852	90,751	91,658	92,575	93,501
Asst. Superintendent of Fleet - Certified 1	612	613	614	615	616	617	618
	90,284	91,186	92,098	93,019	93,950	94,888	95,839
Asst. Superintendent of Fleet - Certified 2	622	623	624	625	626	627	628
	88,963	89,853	90,752	91,659	92,576	93,502	94,436
Asst. Superintendent of Fleet - Certified 3	632	633	634	635	636	637	638
	91,187	92,099	93,020	93,951	94,890	95,840	96,798

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	78,079	78,872	79,661	80,457	81,261	82,077	82,899	83,723	84,564
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	80,043	80,844	81,653	82,468	83,295	84,129	84,971	85,817	86,678
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	78,874	79,663	80,460	81,265	82,077	82,899	83,726	84,564	85,411
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	80,846	81,655	82,471	83,297	84,129	84,971	85,819	86,678	87,546

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+		
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	
Base 2184 Hours																			
Firefighter	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118
Firefighter - Certified 1	55,366	58,163	61,099	64,186	66,696	67,360	68,036	68,715	69,404	70,093	70,772	71,451	72,130	72,809	73,488	74,167	74,846	75,525	76,204
Firefighter - Certified 2		211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228
Firefighter - Certified 3		59,548	62,554	65,714	68,283	68,964	69,656	70,351	71,056	71,761	72,466	73,171	73,876	74,581	75,286	75,991	76,696	77,401	78,106
		221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238
		59,392	63,709	68,339	72,595	73,320	74,052	74,794	75,542	76,290	77,038	77,786	78,534	79,282	80,030	80,778	81,526	82,274	83,022
		231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248
		60,805	65,226	69,966	74,323	75,065	75,817	76,575	77,341	78,106	78,871	79,636	80,401	81,166	81,931	82,696	83,461	84,226	84,991

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012
Certified 2	Firefighter Level III or Introduction to Technical Rescue or Equivalent
Certified 3	Certified 1 and Certified 2

	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+		
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	
Base 2184 Hours																			
Dispatcher*	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118
Dispatcher - Certified 1	55,366	58,163	61,099	64,186	66,696	67,360	68,036	68,715	69,404	70,093	70,772	71,451	72,130	72,809	73,488	74,167	74,846	75,525	76,204
Dispatcher - Certified 2		211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228
Dispatcher - Certified 3		59,392	62,554	65,714	68,283	68,964	69,656	70,351	71,056	71,761	72,466	73,171	73,876	74,581	75,286	75,991	76,696	77,401	78,106
		221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238
		59,548	63,709	68,339	72,595	73,320	74,052	74,794	75,542	76,290	77,038	77,786	78,534	79,282	80,030	80,778	81,526	82,274	83,022
		231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248
		60,805	65,226	69,966	74,323	75,065	75,817	76,575	77,341	78,106	78,871	79,636	80,401	81,166	81,931	82,696	83,461	84,226	84,991

Certified 1	NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1
Certified 2	NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1
Certified 3	100 Millamp System and Certified 1 and Certified 2

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary
Base 2184 Hours														
Dispatch Supervisor*	302	82,449	303	83,273	304	84,106	305	84,949	306	85,800	307	86,654	308	87,523
Dispatch Supervisor - Certified 1	412	82,449	413	83,273	414	84,106	415	84,949	416	85,800	417	86,654	418	87,523
Dispatch Supervisor - Certified 2	422	83,276	423	84,109	424	84,949	425	85,800	426	86,656	427	87,523	428	88,400
Dispatch Supervisor - Certified 3	432	84,412	433	85,256	434	86,108	435	86,972	436	87,843	437	88,718	438	89,607
		85,258		86,112		86,972		87,843		88,721		89,607		90,503

Certified 1	NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff
Certified 2	APCO Communications Training Officer and Certified 1
Certified 3	APCO Communications Center Supervisor and Certified 1 and Certified 2

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary	Grade	Salary
Base 2184 Hours												
Lieutenant	303	83,273	304	84,106	305	84,949	306	85,800	307	86,654	308	87,523
Lieutenant - Certified 1	413	83,273	414	84,106	415	84,949	416	85,800	417	86,654	418	87,523
Lieutenant - Certified 2	423	85,256	424	86,108	425	86,972	426	87,843	427	88,718	428	89,607
Lieutenant - Certified 3	433	84,109	434	84,949	435	85,800	436	86,656	437	87,523	438	88,400
		86,112		86,972		87,843		88,721		89,607		90,503

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer 1
Certified 3	Certified 1 and Certified 2

	3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2184 Hours												
Captain	503	504	505	506	507	508	508	507	507	507	508	508
Captain - Certified 1	92,075	92,996	93,927	94,866	95,815	96,774	96,774	94,866	95,815	96,774	96,774	96,774
	613	614	615	616	617	618	618	616	617	617	618	618
	94,268	95,210	96,163	97,124	98,095	99,078	99,078	97,124	98,095	98,095	99,078	99,078
Captain - Certified 2	623	624	625	626	627	628	628	626	627	627	628	628
	92,998	93,928	94,867	95,816	96,775	97,742	97,742	95,816	96,775	96,775	97,742	97,742
Captain - Certified 3	633	634	635	636	637	638	638	636	637	637	638	638
	95,211	96,164	97,126	98,096	99,079	100,070	100,070	98,096	99,079	99,079	100,070	100,070

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Officer I & II NIMS 400
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Fire Marshal	702	703	704	706	707	708	708	706	706	707	708	708	708	708
Fire Marshal - Certified 1	100,674	101,681	102,700	103,726	104,763	105,810	105,810	104,763	104,763	105,810	106,867	106,867	106,867	106,867
	812	813	814	815	816	818	818	816	816	817	818	818	818	818
	103,190	104,224	105,267	106,319	107,383	108,456	108,456	106,319	107,383	108,456	109,538	109,538	109,538	109,538
Fire Marshal - Certified 2	822	823	824	825	826	828	828	826	826	827	828	828	828	828
	101,683	102,699	103,726	104,763	105,810	106,868	106,868	104,763	105,810	106,868	107,939	107,939	107,939	107,939
Fire Marshal - Certified 3	832	833	834	835	836	838	838	835	836	837	838	838	838	838
	104,225	105,265	106,319	107,383	108,456	109,539	109,539	107,383	108,456	109,539	110,637	110,637	110,637	110,637

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Inspector II and Fire Investigator I
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Inspector/Investigator (Asst. Supt. Fire Marshal)	502	503	504	505	506	507	508							
	91,163	92,075	92,996	93,927	94,866	95,815	96,774							
Inspector/Investigator - Certified 1	612	613	614	615	616	617	618							
	93,444	94,378	95,321	96,275	97,238	98,209	99,193							
Inspector/Investigator - Certified 2	622	623	624	625	626	627	628							
	92,076	92,998	93,928	94,867	95,816	96,775	97,742							
Inspector/Investigator - Certified 3	632	633	634	635	636	637	638							
	94,379	95,322	96,276	97,239	98,212	99,194	100,186							

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Fire Investigator
Certified 3	Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Inspector/Investigator/Pub Ed Officer	302	303	304	305	306	307	308							
	82,449	83,273	84,106	84,949	85,800	86,654	87,523							
Inspector/Investigator/Pub Ed Officer - Certified 1	412	413	414	415	416	417	418							
	84,511	85,354	86,210	87,074	87,945	88,820	89,712							
Inspector/Investigator/Pub Ed Officer - Certified 2	422	423	424	425	426	427	428							
	83,276	84,109	84,949	85,800	86,656	87,523	88,400							
Inspector/Investigator/Pub Ed Officer - Certified 3	432	433	434	435	436	437	438							
	85,358	86,212	87,074	87,945	88,823	89,712	90,610							

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Inspector I and Public Fire and Life Safety Educator I
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Captain Training/Safety	702	703	704	705	706	707	708
Captain Training/Safety - Certified 1	100,674	101,681	102,700	103,726	104,763	105,810	106,867
	812	813	814	815	816	817	818
	103,190	104,224	105,267	106,319	107,383	108,456	109,538
Captain Training/Safety - Certified 2	822	823	824	825	826	827	828
	101,683	102,699	103,726	104,763	105,810	106,868	107,939
Captain Training/Safety - Certified 3	832	833	834	835	836	837	838
	104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Lieutenant Training/Safety (Asst. Supt. Training Div)	502	503	504	505	506	507	508
	91,163	92,075	92,996	93,927	94,866	95,815	96,774
Lieutenant Training/Safety - Certified 1	612	613	614	615	616	617	618
	93,444	94,378	95,321	96,275	97,238	98,209	99,193
Lieutenant Training/Safety - Certified 2	622	623	624	625	626	627	628
	92,076	92,998	93,928	94,867	95,816	96,775	97,742
Lieutenant Training/Safety - Certified 3	632	633	634	635	636	637	638
	94,379	95,322	96,276	97,239	98,212	99,194	100,186

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	Fire Instructor I
Certified 3	Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Asst. Superintendent of Fire Alarm	502	503	504	505	506	507	508
	91,163	92,075	92,996	93,927	94,866	95,815	96,774
Asst. Superintendent of Fire Alarm - Certified 1	612	613	614	615	616	617	618
	93,444	94,378	95,321	96,275	97,238	98,209	99,193
Asst. Superintendent of Fire Alarm - Certified 2	622	623	624	625	626	627	628
	92,076	92,998	93,928	94,867	95,816	96,775	97,742
Asst. Superintendent of Fire Alarm - Certified 3	632	633	634	635	636	637	638
	94,379	95,322	96,276	97,239	98,211	99,194	100,186

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 IMSA Municipal Level II

Certified 3 Certified 1 and Certified 2

	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours							
Superintendent of Fire Alarm	702	703	704	705	706	707	708
	100,674	101,681	102,700	103,726	104,763	105,810	106,867
Superintendent of Fire Alarm - Certified 1	812	813	814	815	816	817	818
	103,190	104,224	105,267	106,319	107,383	108,456	109,538
Superintendent of Fire Alarm - Certified 2	822	823	824	825	826	827	828
	101,683	102,699	103,726	104,763	105,810	106,868	107,939
Superintendent of Fire Alarm - Certified 3	832	833	834	835	836	837	838
	104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 IMSA Municipal Level II

Certified 3 Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Superintendent of Fleet	702	703	704	705	706	707	708	106,867	104,763	105,810	106,867	107,939	109,538	110,637
Superintendent of Fleet - Certified 1	812	813	814	815	816	817	818	109,538	108,456	107,383	106,319	105,267	104,224	103,190
Superintendent of Fleet - Certified 2	822	823	824	825	826	827	828	107,939	106,868	105,810	104,763	103,726	102,700	101,681
Superintendent of Fleet - Certified 3	832	833	834	835	836	837	838	106,319	105,265	104,225	103,190	102,144	101,098	100,052

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 ASE Truck Technician

Certified 3 Certified 1 and Certified 2

	2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Base 2080 Hours														
Asst. Superintendent of Fleet	502	503	504	505	506	507	508	96,774	94,866	95,815	96,774	97,742	98,710	99,678
Asst. Superintendent of Fleet - Certified 1	612	613	614	615	616	617	618	99,193	97,238	98,209	99,193	100,186	101,179	102,172
Asst. Superintendent of Fleet - Certified 2	622	623	624	625	626	627	628	102,172	100,217	101,179	102,172	103,165	104,158	105,151
Asst. Superintendent of Fleet - Certified 3	632	633	634	635	636	637	638	105,151	103,196	104,158	105,151	106,144	107,137	108,130

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon

Certified 2 ASE Truck Technician

Certified 3 Certified 1 and Certified 2

Base 2080 Hours	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25+	
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317
Mechanic - Certified 1	80,812	81,632	82,449	83,273	84,106	84,949	85,800	86,654	87,523	88,400	89,287	90,174	91,061	91,948	92,835	93,722	94,609	95,496
Mechanic - Certified 2	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427
Mechanic - Certified 3	82,845	83,674	84,511	85,354	86,210	87,074	87,945	88,820	89,712	90,604	91,497	92,390	93,283	94,176	95,069	95,962	96,855	97,748
	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437
	81,635	82,452	83,276	84,109	84,949	85,800	86,656	87,523	88,400	89,287	90,174	91,061	91,948	92,835	93,722	94,609	95,496	96,383
	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447
	83,676	84,513	85,358	86,212	87,074	87,945	88,823	89,712	90,610	91,509	92,408	93,307	94,206	95,105	96,004	96,903	97,802	98,701

Certified 1	EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon
Certified 2	ASE Truck Technician
Certified 3	Certified 1 and Certified 2

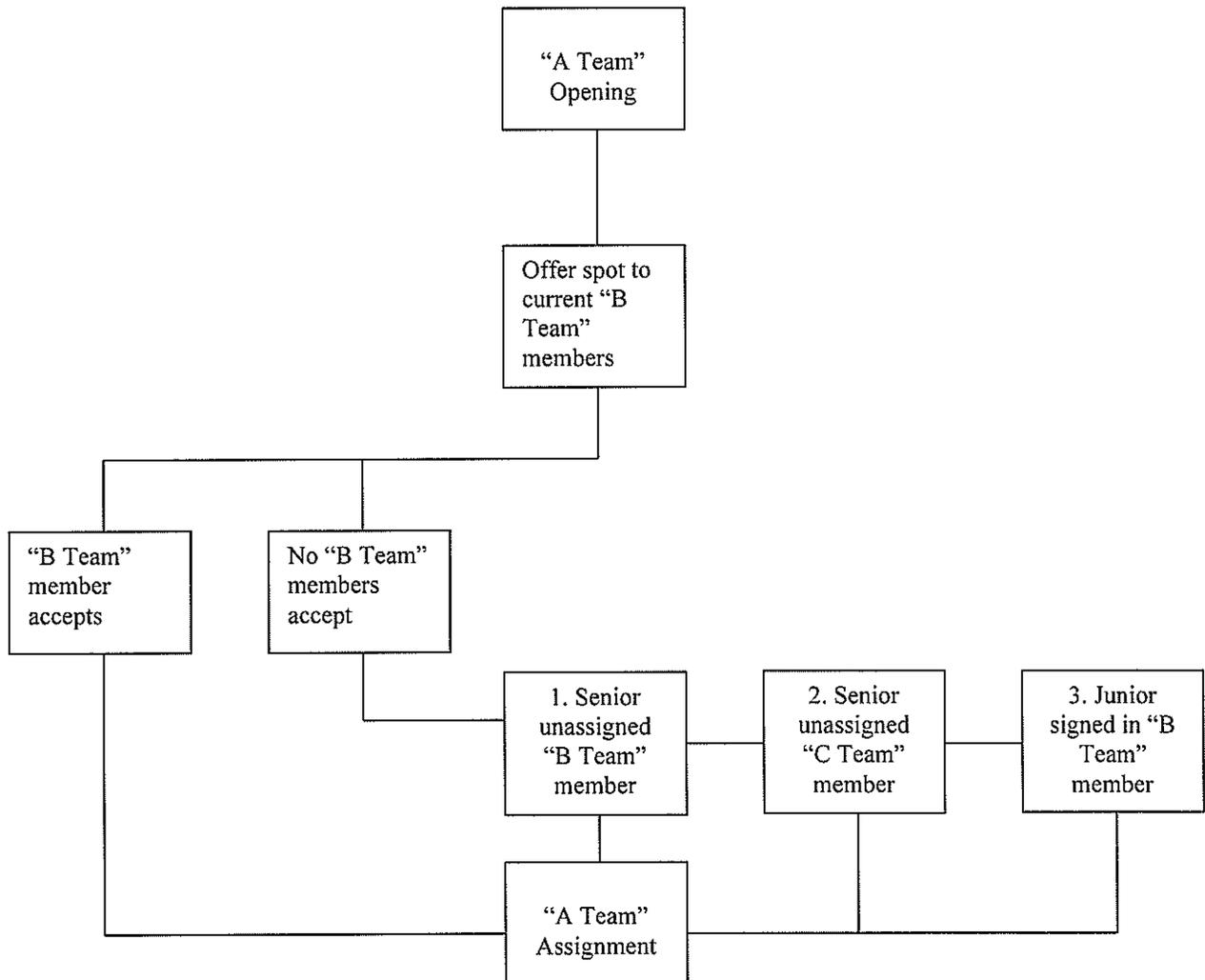
APPENDIX E HAZMAT TEAM FLOW CHART

When a vacancy occurs on the HAZMAT “A Team” all current “B Team” members will be offered the position. If no “B Team” members wish to move to the “A Team” the senior “B Team” member who is NOT signed in to a permanent station assignment will be assigned to the “A Team”

If all “B Team” members are signed in to a permanent station assignment then the senior unassigned trained HAZMAT technician (AKA. C Team) will be assigned to the “A Team”

If there are no “C Team” members and no unassigned “B Team” members than the JUNIOR signed in “B Team” member will be assigned to the “A Team”

Signed in drivers of Engine and Ladder Companies, and the Shift Management Technician will be exempt and may not be involuntarily re assigned.



**AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE
COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE, AND
LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

JULY 1, 2019 -- JUNE 30, 2023

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**AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF
FIRE COMMISSIONERS OF THE CITY OF NASHUA,
AND LOCAL -789 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

This is an agreement made this _____ day of _____, 2020, by and between the City of Nashua, New Hampshire, by its Mayor and the Board of Fire Commissioners duly authorized, hereafter referred to as the "City" and Local 789, Nashua, New Hampshire, International Association of Fire Fighters, hereafter referred to as the "Union".

In consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

Article 1 – PURPOSES

It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish fair and equitable standards of wages, hours and other conditions of employment, and to continue the existing harmonious relationship between the Fire Department and its permanent employees, and to promote the morale, equal rights, well-being and security of the Fire Department's permanent employees.

Article 2 - BARGAINING UNIT AND EXCLUSIONS

The City hereby recognizes the International Association of Fire Fighters, Local #789, as the sole bargaining agent and sole and exclusive representative of all employees of the Nashua Fire Rescue Department, with the exception of the Chief, the Assistant Chief, the Deputy Chiefs, general maintenance person, and other civilian personnel for the purpose of bargaining with respect to wages, hours of duty and working conditions. Employees in the bargaining unit who perform office work are not included in these exceptions. This agreement shall apply to all bargaining unit employees of the Fire Department as defined above, with the exception that probationary employees in Article 16 may not use the grievance procedure in cases of termination or discipline.

Article 3 - UNION SECURITY

A. Subject to compliance with applicable law, for the term of this agreement or any extension thereof, all employees who are Union members on the date of the execution of this agreement or who shall thereafter join the Union during the term of this agreement shall remain members of the Union in good standing as to payment of dues as a condition of continued employment by the City, providing that the Union shall set a 15 consecutive day period during the term of this agreement during which such members shall be able to withdraw their membership in writing.

B. Subject to all compliance with all applicable law, all new employees employed during the term of this agreement shall within nine (9) months after their hire, become members of the Union and continue as such as a condition of continued employment. However, any such employee who withdraws their membership from the Union shall render to the Union a service fee commensurate with their fair share apportionment for the cost of collective bargaining and the administration of this collective bargaining agreement. Such service fee may be deducted pursuant to the terms of Article 10 of this agreement.

C. The City agrees that it will not discriminate against, intimidate or coerce any employee in the exercise of his/her rights to bargain collectively through the Union or on account of membership in or activities on behalf of the Union.

D. It is also agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

E. It is also agreed that the parties hereto ascribe to and support the implementation of the City of Nashua's affirmative action program.

Article 4 - MANAGEMENT'S RIGHTS

Except as otherwise expressly and specifically provided in this agreement, the Union recognizes and agrees that the supervision, management and control of the City's business, operations, working force and plant are exclusively vested in the management of the City. Without limiting the generality of the foregoing, the

Union recognizes and agrees that the right to plan, direct and control the City's business, methods, operations and working force; to hire, promote, transfer and temporarily assign bid positions for absences in excess of 45 days, and lay off employees, to grant leave, and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours and schedules of work and the work tasks and standards of performance for employees, is vested exclusively in the City. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to negotiate for working conditions and represent the employees covered hereby in the procedures provided in this agreement and nothing in this agreement shall be so interpreted as to change any benefits now enjoyed by employees unless such change is specifically covered in provisions of this agreement other than this Article 4.

Article 5 - CONFORMITY WITH LAWS, CHARTER AND RULES AND REGULATIONS

Mindful of all existing New Hampshire laws, the City of Nashua Charter and Ordinances provisions, rules and regulations of the Nashua Fire Department and every other applicable law, all provisions of this agreement shall be subject to and consistent with such laws and regulations promulgated thereunder by the Board of Fire Commissioners. The Union will be informed of any new rules and regulations to be applied after the signing of this agreement and any such new rules and regulations shall not be in conflict with or supersede any other provisions of this agreement. The City of Nashua and the Board of Fire Commissioners agree not to make any law or regulation or to adopt rules relative to the terms and conditions of employment that would invalidate any portion of this agreement.

Article 6 – INDEMNIFICATION

The City will maintain in effect for the life of this agreement and will have all Fire Department personnel named as insureds thereunder, the public liability insurance in force on the effective date of this agreement, provided, however, that if the City is unable to procure and maintain such insurance, it will indemnify the members of the bargaining unit in the same manner and to the same extent as the City's present insurance coverage now provides.

Article 7 - UNION BUSINESS

A. A grievant and one representative shall each be allowed one (1) hour (without loss of pay if either or both are on duty) during duty hours to process grievances at steps 1, 2 and 3 of Article 19.

B. The Union President, Vice President, Secretary-Treasurer, Steward-at-Large and stewards shall each be allowed one duty shift per month to attend to Union functions, provided they comply with Article 24, section C.

The President of the Union, or designee, shall be granted a total of up to eight (8) duty shifts of paid leave annually for the purpose of Union business, provided the Chief is given at least five (5) days' notice prior to the leave occurring.

C. All personnel shall have such additional rights, if any, as are granted them under New Hampshire Revised Statutes Annotated Chapter 273-A (RSA 273-A).

D. Any officer of the Union who is required to attend a Union function or perform other duties on behalf of the Union necessitating a leave of absence shall apply in writing to the Chief and the Board of Fire Commissioners and may be granted such leave without pay when in the opinion of the Chief it will not affect the effective operation of the Fire Department. In the event an officer of the Union is granted leave, he/she shall be required to provide a replacement who is qualified in the opinion of the Chief or designee.

Article 8 – NEGOTIATIONS

All contract negotiations will be conducted by the Local #789 Executive Committee with the Mayor and Board of Fire Commissioners, the Chief of the Department and any other duly authorized personnel.

Article 9 - DISCIPLINARY PROCEDURES

A. It is agreed that the City has the right to discipline or discharge employees for just cause. Discipline shall be corrective in its nature and progressive in its severity. Disciplinary actions shall normally follow the order below:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Discharge

The City may deviate from the order above when the occasion or severity of the offense warrants. In the event of suspension, demotion, or discharge, or any other disciplinary action the reasons for the action taken will be given in writing to the employee and the Union within 24 hours.

B. It is specifically agreed that any employee may be discharged for reporting to work under the influence of intoxicating liquor or illegal substances, becoming under the influence of intoxicating liquor or illegal substances while on the job, or offenses involving moral turpitude. A sobriety test and/or the appropriate testing for substance abuse is mandatory and any employee who refuses such test(s) may be discharged at the option of the Department.

If any invasive test: blood, urine, breath or other test is used, a split sample will be provided and the complete test results, procedures and chain of custody will be made available to the Union and the employee within twenty-four (24) hours of receipt.

C. Any employee disciplined or discharged shall, except in cases involving conviction of a felony during the term of this agreement, be entitled to the provisions of the Grievance Procedure under Article 19, and will be allowed a representative of his or her choosing. If requested in writing by the employee, a hearing must be held by the Fire Commission within seven (7) calendar days of the disciplinary action or discharge.

D. Provided that the employee has had no recurrence of discipline within the specified period, verbal warnings will be removed from the verbal warning file after six (6) months, and written warnings will be removed from the employee's personnel file after twelve (12) months upon the employee's written request. Records pertaining to suspension shall be removed from the employee's personnel file after sixty (60) months upon the employee's written request. The parties agree that the warnings as well as the employee's request shall be removed from the file and returned to the employee within thirty (30) days of the request. The prior unexpired discipline is carried during the period of any subsequent equal or greater discipline.

Article 10 - UNION DUES

A. The City agrees to deduct, once each week, dues in an amount certified to be current by the treasurer of the Union, from the pay of those employees who individually request in writing that those deductions be made. The total amount of the deductions shall be remitted by the City to the treasurer of the Union. At the request of the Union, such remittance may be made by direct deposit or electronic transfer to the Union's Bank.

B. The City shall have no obligation to collect dues or service fee deductions in the event that an employee has no pay coming to him or her, or the check is not large enough to satisfy the dues deduction, no deduction will be made for that week.

C. In no case will the City collect fines or assessments for the Union other than under A above.

D. The Union shall indemnify and save harmless the city in and on account of any and all claims, suits and damages arising out of or in relation to such dues or service fee deductions.

Article 11 - PROTECTION OF CITY PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its proper place of storage. Drivers shall be responsible for all tools and equipment on their assigned apparatus.

Article 12 - SAFETY AND HEALTH

A. The City and Union shall cooperate in matters of safety, workers compensation claims prevention, health and sanitation affecting the employees. There shall be established a departmental safety committee, a truck committee, an equipment committee and other committees as may be mutually agreed upon by the parties, each comprised of one private and one officer named by the Union and the Chief or designee. The committee shall meet as necessary and will keep minutes of all proceedings. A copy of the minutes and any reports issued by the committee shall be posted at each station, and a copy forwarded to the Fire Commission and the Union. There shall be compensation paid for attendance at committee meetings by members of the bargaining unit unless they are on duty.

B. No employee shall be required to ride the rear of a hose wagon alone except when a second employee is on emergency leave as specified in Article 15 or 24, or has called in sick under Article 22 unless the second employee is responding to the same incident in another vehicle. The first employee will then ride alone only until the second employee returns or his or her substitute arrives as specified under Article 15 or 24.

C. The Department will first respond to each incident other than a brush fire with an engine/aerial having not less than an officer, a driver and two fire fighters. In the event of response by additional personnel, not less than two fire fighters and one officer shall be assigned to each hose line. Under normal operating conditions, any apparatus in active operation at a fire scene shall have an operator. The only exceptions to the foregoing shall be as follows:

1. When one member of the group responding is engaged in first responder duties.
2. When an officer is engaged in group training with other officers. In that event an officer shall respond to a structure fire at the same time as the first dispatch via separate vehicle.
3. When an employee is on emergency leave as specified in Article 15 or 24 or has called in sick under Article 22. In that event, less than the above numbers of personnel will respond only until the absent employee on emergency leave returns or his or her substitute arrives as specified under Article 15 or 24.
4. When an employee becomes unable to perform his/her duties due to illness or injury and leaves work after 0800 hours on the day shift or after 1800 hours on the night shift. Under no circumstances, however, will this subparagraph result in more than one unfilled slot on a shift.
5. When a member is responding with another vehicle.
6. During EMS training there will be no more than 3 companies out of service or 2 companies out of service and one company short one person (every effort possible will be made to place as many members as possible on a single piece of apparatus for the purpose of placing it out of service for training).

D. The minimum number of fire suppression personnel on duty on any given shift will be based on the following formula for each piece of fire apparatus designated by the Commission as being in service for that duty shift.

1. Total number of engines times four personnel.
2. Total number of aerials times four personnel.
3. Shift Management Technician. Position to be filled during the 2015 fiscal year.

The total number of personnel designated by the above formula shall be temporarily reduced by any personnel absent as set out in Paragraph C, subparagraphs 1, 2, 3, 4 and 5 above. The designation of the above formula for safety purposes shall not operate as a restriction on the stations or pieces of apparatus to which individual personnel may be assigned. The Fire Commission will designate in writing which pieces of apparatus are to be in service at each station for each duty shift. Ten (10) days' notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for seven (7) days or less. Twenty-one (21) days' notice will be given in writing prior to any change in designation which results in a piece of apparatus being taken out of service for any period in excess of seven (7) days.

Specialty vehicles are any vehicles which are operational but not in service on a full time status, or manned. Examples could be CFR 1, Utility, Forestry, spare apparatus (engines or ladders), Command van, etc. Specialty vehicles are subject to the provisions of Article 12, Paragraph C.5.

E. There shall also be provisions for proper working facilities, equipment, tools, safety devices, protective clothing and other modern implements of fire rescue services so as to provide the City with an efficient and safety-minded fire fighting organization to give the City full protection within the limits of the annual budget as passed by the Mayor and the Board of Aldermen.

F. After the four Dispatch Supervisors are hired, there shall be no less than three Fire Dispatchers or Dispatch Supervisors on duty at all times, with the exception of time taken under Article 15, F. If a third Fire Dispatcher or Dispatch Supervisor is needed, every effort will be made to call in a third Fire Dispatcher or Dispatch Supervisor from the remaining pool of Fire Dispatchers and Dispatch

Supervisors. If unable to secure replacement from off duty Fire Dispatchers and Dispatch Supervisors, the dispatch center will operate with the remaining two members for the remainder of the shift. This language only applies if a member must leave after their shift has begun.

F.1. If three Fire Dispatchers are working on a shift, the most senior of the three Fire Dispatchers working will receive Article 34 Working Out of Classification pay for performing the duties of a Dispatch Supervisor. As the Dispatch Supervisor salary grids do not have a probation rate column, the “2 years” column will be used as the probationary rate for that position. The specific pay in the “2 year” column will be based on any Dispatch Supervisor certifications that the Fire Dispatcher has.

G. The Department will implement and fund an “Infectious Disease program that will provide employees who choose to, the opportunity to receive:

- Hepatitis – A inoculation.

- Hepatitis – B titer for those members who have had the Hepatitis – B series and are not aware of their immunity.

- Hepatitis – C baseline screening.

- Tuberculosis screening annually.

Article 13 - SALARIES

A. Effective July 1, 2019, a 3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by classification and certification as set forth in Appendix A of this Agreement.

B. Effective July 1, 2020, a 3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by the classification and certification as set forth in Appendix B of this Agreement.

C. Effective July 1, 2021, a 3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those

grades will also be placed on the payroll grade and step grid as determined by the classification and certification as set forth in Appendix C of this Agreement.

D. Effective July 1, 2022, a 3.5% cost of living increase in wages will be added to the payroll grade and step grid by the City. All eligible members in those grades will also be placed on the payroll grade and step grid as determined by the classification and certification as set forth in Appendix D of this Agreement.

E. All members of the bargaining unit who have completed ten or more years of service with the Nashua Fire Rescue as of July 1, 1997 shall be considered certified for purposes of grade and step grid.

The members to which this subsection pertains, agree to make a good faith attempt to secure certification specific to the members position, provided training is available locally. The City agrees to endeavor to make the training necessary for said certification available within the department while on duty.

All members of the bargaining unit achieving 10 years of service with Nashua Fire Rescue after July 1, 1997 or promoted after July 1, 1997 will be required to have the certification specific to the member's position to receive the certified grade on payroll grid.

Fire Fighters and Fire Dispatchers who were employed before July 1, 2003 and are not currently certified as set forth in this Article shall be entitled the appropriate percentage based wage increase as described in Article 13, sections A and B.

Certifications for the purpose of receiving the certified grade on the payroll grid is subject to specific certification being available in New Hampshire.

Any member currently certified prior to the effective date of this Agreement, shall participate in necessary training to remain certified. However, they are not subject to any additional requirements.

F. All step increases are effective July 1, annually except:

1. Probation, which advances a step on the payroll grade and step grid after successful completion of probation; and

2. FF and Dispatcher members with less than four (4) years of departmental service shall be paid at the appropriate grade and step on the payroll grade and step grid effective on the date of certification or the date of their departmental anniversary, whichever comes later.

G. Effective July 1, 2012, the base weekly pay for certified members will include compensation equal to one-half (1/2) times hourly rate for certifications for Hazardous Materials: Awareness, Operation and Decon and EMT-B or higher or, if hired before July 1, 2000, First Responder, Oxygen Therapy, Back Board and AED. Those members who do not obtain or maintain these certifications will be paid at the appropriate grade.

H. Members in a Special Division who currently receive a stipend for any certification or any member who is hired, promoted or transferred to a Special Division in the future, will receive stipends currently available to existing members.

I. Additional Stipend shall be paid to members who hold, maintain, and participate in the following Certifications:

I.1. Hazardous Materials Team Members shall receive additionally one (1) time hourly rate weekly (Emergency Services Personnel ONLY).

Hazardous Materials Alternate Team Members shall receive additionally one half (1/2) times hourly rate weekly (Emergency Services Personnel ONLY).

I.2. Effective July 1, 2004 or when Emergency Dive Team is placed in service whichever comes first.

Emergency Dive Team: Dive Tenders/Boat Operators shall additionally receive one half (1/2) times hourly rate weekly.

Emergency Dive Team Members shall receive shall receive for this certification additionally one (1) times hourly rate weekly.

I.3. NFR will make available all refresher courses and recertification for EMT – Intermediate, EMT – Basic, and First Responder on duty. NFR will cover EMT – Paramedics for 1 shift (10 hr day/14 hr night) for the purposes of receiving their EMT – Paramedic recertification.

Article 14 - HOURS OF DUTY

A. The following employees shall work four (4) ten-hour days: Fire Alarm Superintendent, Fire Alarm Assistant Superintendent, Fire Alarm Lineman, Superintendent of Fleet, Assistant Superintendent of Fleet, Mechanic, Fire Marshall, Inspector/Investigator, Inspector/Public Education Officer, Captain of Training, Assistant Superintendent of Training and Training/Safety Lieutenant. The schedules shall be arranged as follows:

1 The four (4) ten-hour days shall be worked on a Monday to Friday with the following exceptions:

a. One person from each division may be required to work one Saturday or one evening shift per month on a rotation basis if 7 days' notice is provided.

b. All employees covered by this subsection 14A-1 shall work from 7:30 A.M. to 5:30 P.M. or 8 A.M. to 6 P.M. as assigned by the Division Supervisor. Starting times for the individuals affected by this Subsection 14-1, b may be varied with the mutual agreement of the Union and the Chief of the Department.

2. The Saturday schedule for all Employees covered by this Section, and the evening schedule will not be worked if one member of a division is on sick leave for the week; on bereavement leave; at a Department-approved school for one week or more; injury duty; during a holiday week or armed forces/reserve duty for one week or more; or personal leave for one week or more.

3. With prior approval of the Chief or the Chief's designee, employees covered by Article 14, A may be allowed to attend applicable job related training while on duty without having to use their own leave time.

B. Effective March 29, 2012, Fire Privates, Fire Lieutenants and Fire Captains shall work an average forty-two (42) hours per week on an eight week cycle. The following provisions shall apply:

1. For any piece of apparatus which is designated by the Fire Commissioners as being in service for 24 hours per day:

a. Those personnel who are on duty as a result of the 24-hour service period of that piece of fire apparatus shall work a schedule of one ten (10) hour day shift, followed by one fourteen (14) hour night shift, followed by forty-eight (48) hours off, followed by one ten (10) hour day shift, followed by one fourteen (14) hour night shift, followed by ninety-six (96) hours off. The cycle then repeats itself.

b. The ten-hour day shift shall commence at 0800 hours.

c. Personnel shall receive not less than fourteen (14) days' notice of any transfer of eight (8) weeks or longer. This provision may be waived by agreement of the Union and Nashua Fire Rescue administration.

2. For any piece of apparatus which is designated by the Fire Commissioners as being in service for less than 24 hours per day, the schedule will be discussed with the Union and will be no more than 12 hours per shift. The positions involved will be manned in the following manner and sequence:

a. The schedule and a description of the positions as finally determined by the Fire Commission will be posted for 30 days in order that members of the bargaining unit may offer to fill the positions first on a full-time permanent basis and then on a permanent overtime basis. Those who are named to a permanent overtime assignment under this paragraph shall no longer be eligible for inclusion on the voluntary overtime list under Article 15.

b. If insufficient experienced and qualified employees volunteer under (a) to fill the positions, then the remaining positions may be filled by the department on an involuntary basis from persons inside the department on a reverse seniority basis provided they are experienced and qualified, or the department may hire outside personnel to fill the positions.

c. The choice of personnel under (a) above shall be done on the basis of seniority provided the senior person(s) are qualified and experienced. In the event an employee is chosen under (a) or (b) above to fill a position, that employee shall, after six months in the position, be given the opportunity to fill a permanent opening for which he/she is qualified on a piece of apparatus which is in service for 24 hours per day on the basis of his or her seniority relative to those who have applied for the opening.

C. Fire Dispatchers shall work an average of forty-two (42) hours per week on an eight-week cycle of an equal amount of ten (10) hour day shifts and fourteen (14) hour night shifts. These shifts will be worked in the following pattern: one day shift, one night shift, twenty-four hours off, one day shift, one night shift, seventy-two hours off. The pattern then repeats itself.

Article 15 - OVERTIME

A. When a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid the regular straight time rate and shall not be entitled to the overtime rate until that member has worked his/her regularly scheduled work week hours in the seven (7) day established cycle plus an additional five (5) hours at the regular straight time rate if section F applies and four (4) hours if section F is not applicable. (For example, a member assigned to work a thirty-eight (38) hour work week would not receive overtime for shift coverage until that member had worked forty-three (43) hours if section F is applicable and forty-two (42) hours if section F is not applicable during that seven (7) day established cycle.) For the purpose of determining whether a member is entitled to overtime during any seven (7) day established cycle, hours not worked due to sickness, vacation or paid leave, will not count towards the regularly scheduled work week hours.

B. When a Fire Officer or Fire Private is held over beyond the end of the regular work shift (day/night) he/she shall be paid time and one half for all hours worked with a one hour minimum pay rule.

C. For Fire Officers and Fire Privates - in the event that an emergency need for overtime work occurs, other than shift coverage and training classes, as reasonably determined by the Chief, overtime in excess of regular scheduled hours of duty shall be paid at time and one-half the basic rate, with a two (2) hour minimum pay rule.

D. When a specialist is kept beyond his/her regular tour of duty, he/she shall be paid time and one-half the basic rate with a one (1) hour minimum pay rule. In the event a specialist is called back to work after the specialist's duty shift has been completed, the specialist shall be paid at time and one-half the basic rate for the hours actually worked, with a two-hour (2) minimum pay rule.

E. Fire Dispatchers and Dispatch Supervisors shall be paid time and one-half (1 1/2) the basic rate for all hours worked in excess of forty (40) hours per weekly pay period. For the purpose of determining whether a member is entitled

to overtime during a weekly pay period, hours not worked due to sickness, vacation or paid leave will not count towards the regularly scheduled work week hours.

F. An employee upon being notified to work overtime after working a full duty shift when no emergency is involved will be given one (1) hour leave with pay to attend to personal business. The one (1) hour leave will be given at such time as to permit the purchase of food during supermarket store hours, prior to the meal for which the food is to be used. The hour of leave will be given at a time set at the discretion of the Chief or designee.

G. If an employee is notified to work shift coverage/overtime for both the day and night shift on Thanksgiving Day or Christmas Day, he will be given three (3) hours consecutively to attend to personal business. This time will include the time allotted in paragraph F above.

H. The Union shall establish by platoon for Fire Officers and Fire Privates two (2) overtime lists of those employees who hold permanent positions defined under Article 12, Paragraph D, who wish to be offered the opportunity to serve overtime on a voluntary basis. The first list for each category shall be for day shift overtime opportunities and the second list shall be night shift overtime opportunities. Overtime shall be first offered to those employees whose names are on the voluntary overtime list and who are qualified to serve the overtime in the opinion of the Chief or designee. The offers shall be made on a rotating basis on each of the appropriate lists, and employees who decline overtime when first offered shall obtain a suitable replacement subject to the approval of the Chief or designee. No employee shall be permitted to start a shift of shift coverage overtime, if that employee has worked more than seventy-six (76) hours in that payroll week, except under conditions in B above. Employees who are absent shall lose their place in the rotation for the period that they are absent except when on vacation, bereavement leave, while involved in paid department training, on military leave of a month or less, or Union business. Union business will include personal leave that is taken for that reason. Additionally, an employee, who is scheduled on Union business and is unable to work his/her overtime because of it, will not lose their place in the rotation.

The Union shall keep current and post the voluntary overtime list every twelve months providing that employees may be added or deleted as needed by reason of transfer, new hires, promotions or like conditions. Upon being furnished the voluntary overtime list prior to posting, the department will furnish the Union

with all employee telephone numbers unless an employee has refused permission for the release of the number. In the event of refusal, the Union shall be so advised and shall then be responsible for the obtaining of the telephone number. All employees shall be given the opportunity to work overtime on a voluntary basis after they have satisfactorily completed 120 days of employment in accordance with this subsection F.

I. All employees agree to work overtime at the request of the Chief or designee. If an employee is unable to work the assigned overtime, the employee to whom the overtime is assigned will obtain a suitable replacement and will be allowed to use City telephones to make such arrangements. All replacements are subject to the approval of the Chief or designee.

J. Upon request, the City will make available the involuntary overtime assignment list. All involuntary overtime shall be rotated on an equitable basis. The rotation list for involuntary overtime shall be kept current, posted and reposted by the City after every transfer.

K. Positions required by Article 12, Paragraph D, shall be designated as permanent positions. If one of these positions is vacant as a result of sickness, injury, vacation, or bereavement leave or leave provided for under paragraph 7B, that absence will constitute a temporary opening due to absence. The Department will cover temporary openings due to absence in accordance with the provisions of Paragraphs L through M below. Additional employees above those required to fill permanent positions defined in Article 12, Paragraph D shall not be used to cover temporary openings due to absence, and the absence of such employees for any reason, will create a temporary opening under this Article.

L. When a temporary opening occurs in the Permanent Fire Officer ranks due to absence, a Permanent Fire Officer shall be used to cover the opening. In the event the Department uses an employee to cover any opening created by the use of the latter Permanent Fire Officer, that opening shall be offered to a Permanent Fire Officer on the voluntary overtime list under Paragraph F above. When any additional opening occurs in the Permanent Fire Officer ranks, that opening may be offered to an Acting Fire Officer or a Permanent Fire Officer on the voluntary overtime list under Paragraph F above. In the event no Fire Officer on the list under Paragraph F above fills a temporary opening created by a Permanent Fire Officer absence, any Permanent or Acting Officer may be required to work overtime. Any Permanent or Acting Officer required to work overtime may, at the employee's option, allow a Permanent Fire Officer or Acting Fire Officer to work

the overtime, provided that the Permanent Fire Officer or Acting Fire Officer is qualified in the opinion of the Chief or designee. All coverage of openings under this paragraph shall be paid in accordance with Article 15, Paragraph A. The above should not be construed as to prohibit the Officer in Charge from assigning the replacement Fire Officers to work specific work areas.

M. When a temporary opening occurs in the Permanent Fire Private ranks due to absence, the following shall apply:

1. All temporary openings due to absence shall be offered to Permanent Fire Privates on the voluntary overtime list under Paragraph E above to be paid in accordance with Article 15, Paragraph A.

2. If an overtime opportunity to fill a temporary opening is not filled by a Permanent Fire Private whose name is on the overtime list under Paragraph E, any Fire Private may be required to cover the opening shall be paid in accordance with Article 15, Paragraph A. Any Fire Private required to work overtime may, at the employee's option, allow another Fire Private to work the overtime provided that Fire Private is qualified in the opinion of the Chief or designee. The above should not be construed as to prohibit the Officer in Charge from assigning the replacement Fire Privates to work specific work areas.

N. Notwithstanding the provisions of Paragraphs A through L above, in the event the Commission takes one or more pieces of apparatus out of service by reason of operational requirements, and there are either temporary or permanent reductions in staffing because of that Commission action, those employees affected by the temporary or permanent reductions shall be assigned to fill permanent vacancies for which they are qualified, and the first opportunity to cover temporary vacancies for which they are qualified on a straight time basis before the temporary vacancy coverage is made on an overtime basis. The Department will give the Union notice in accordance with Article 12, Paragraph D, prior to taking one or more pieces of apparatus out of service, except for normal maintenance and repairs.

O. In the event that an employee is injured or becomes ill while working overtime and is not able to return to work, the injured or ill employee shall receive all benefits provided in Article 22 (Paid Sick and Injury Leave). In the event that an employee is replacing another employee or is working regular overtime, and

becomes ill from a non-work-related cause, he/she will be paid for the hours of overtime hired and the hours not worked shall be deducted from his/her sick leave.

P. Certain Overtime Callback Procedures.

1. Emergency Overtime – In the event that an emergency need (multiple alarm, etc.) for overtime work occurs, Fire Alarm will notify those members who live out of the immediate area last, the immediate area is defined in Article 37, Section B. Members after being notified of the emergency shall respond to the emergency within one hour of being notified or the member will be considered as not having reported for duty and, therefore, no compensation will be due. However, if such a member is assigned duties by the Chief or designee upon his/her late arrival, the member will be compensated commencing at the time such duties are assigned.

2. Voluntary Overtime

a. Those members on the overtime list who live out of the Nashua area would be called.

b. Each member, after being notified that s/he has overtime and at which station, shall fill the vacancy within one hour of being notified.

c. If the person contacted is unable to fill the vacancy within the hour s/he shall make arrangements so that the vacancy shall be filled within the hour.

d. In order to provide for the most efficient replacement of personnel in the event of a vacancy, the Department and Union may agree to a modified method for notifying personnel on the voluntary overtime list.

3. Detail Overtime List

The Fire Department shall establish a rotating list in order to provide for the equal distribution of assignments within this detail classification. Qualified members who agree to work the detail will be paid one and one half times their regular rate of pay with a (2) two-hour minimum pay rule.

Detail lists will be comprised of members who volunteer to be on the lists and shall rotate with senior members placed at the top of the list. Detail lists will not be used to cover vacation or sick leave vacancies, unless agreed to by the Department and Union. Detail lists will be posted each January for a period of fifteen (15) days to allow members to join or exit the list.

Work that is specific to a division or classification and requires specific training or certification:

This detail work opportunity will be offered to individuals in the division or classification. If it is determined by agreement of the Department and Union that a genuine need for additional, trained, members to fill temporary vacancies or detail work opportunities exists, then, a list of prerequisites/training a member needs to attain in order to be placed on a covering detail list will be agreed upon by the Department and Union. Detail or overtime opportunities may then be offered to members on this Specifically Trained Detail List, with due regard to seniority, only after all members in the division or classification that normally cover the opportunity are given the chance to fill the need for all members are unable to work due to too many hours already worked in the pay week. In the event that a detail or temporary vacancy exists and must be filled and all members of the detail list are not interested, the responsibility to fill this need will always be relayed to the normal covering division or classification regardless of hours work, (examples of work that will be pertinent to this paragraph will include, but not be limited to: dispatcher coverage during hardship periods, certified instructor work, inspections, line work, mechanic work).

4. Administrative Overtime

Members who are requested to attend administrative or committee meetings outside of their normal scheduled work hours shall be compensated one and one-half (1 1/2) times their hourly rate with a one hour minimum. No physical labor is to be performed by attendees on administrative overtime. Work details or activities requiring labor by any attendee are not considered administrative overtime.

Article 16 – SENIORITY

A. Seniority shall be determined to be the period of uninterrupted employment with the Nashua Fire Department and Nashua Fire Rescue since the last date of employment. The City shall establish a seniority list, and it shall be brought up to date each year during the month of November and posted on all fire station bulletin boards for a period of not less than thirty (30) days, and a copy mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported within thirty (30) days of the end of the posting period by the individual employee. Seniority will commence from the first day of employment on a full-time basis as a probationary employee. Corrections to the seniority list brought to the City's attention after the thirty (30) day period will be corrected, but would not negate any benefits already awarded based on seniority.

B. In the event of more than one employee being hired simultaneously, after July 1, 1989, the order of seniority will be determined by the dates that the Department received the application from the employee. If date of hire and the date the application is received are the same, employee seniority will be determined alphabetically by last name.

C. All newly hired employees shall serve a probationary period of nine (9) months or complete Career Fire Fighter certification, whichever comes later, and shall have no rights based on seniority during this period. They shall, however, insofar as applicable, be subject to all other clauses in this Agreement with the exception of the use of the grievance procedure for termination or discipline reasons. All employees who have completed said nine (9) months of service or Career Fire Fighter certification, whichever comes later, shall be known as permanent employees and the probationary period shall be credited as part of the employee's seniority. The City agrees to provide training for certification as Career Fire Fighter at its expense in accordance with State law. In the event the employee is absent by reason of illness or injury, the Department may, at its discretion, extend the probationary period by the amount of time absent over seven (7) duty shifts during that nine (9) month probationary period, up to three (3) additional months.

D. In addition to the bargaining unit seniority list, Nashua Fire Rescue shall establish a time in rank seniority list for each division. Time in rank in any division shall commence on the first day at work in that division and end when the employee leaves the division for any reason.

Article 17 - PERSONNEL REDUCTIONS AND RECALL

A. In the case of a reduction of personnel within the bargaining unit, the employee with the least seniority shall be laid off first. In the event an employee must be involuntary demoted as a result of a reduction of personnel, such demotion shall be accomplished in accordance with the time in ranks seniority list for the division and the employee with the least seniority shall be demoted first.

B. The names of employees laid off from the bargaining unit will be maintained on a recall list for two years from the date of layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classifications. If a laid off employee is notified by telephone or by a letter sent to his/her last known address on the records of the Fire Department to return to work, he/she must notify the Department within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of such notification or he/she shall cease to have any rights based on seniority and shall be terminated. Recalled employees who return to work will be credited with prior length of service, provided such employee has not withdrawn his/her contributions from the State Retirement System.

C. If a driver's job is totally eliminated or is not covered on a 24-hour basis, any driver affected shall be given the opportunity to fill another full-time driver's job of his or her choice on the basis of seniority, unless he or she is shown not to be qualified. In the event of reassignment, the driver shall be obligated to complete only the remaining portion of his/her driver probationary period not completed at the time of reassignment.

D. Any employee demoted as the result of a reduction of personnel which is involuntary and non-disciplinary will be maintained on a list. Employees who are on the demotion list shall be reassigned to fill any vacancies that may occur in the division from which they were demoted in according with the demotion list and time in ranks seniority list for the division.

Article 18 - APPOINTMENTS, PROMOTIONS AND DEMOTIONS

A. The State of New Hampshire Fire Service Training Division or an equivalent organization agreed upon in writing by the City and the Union shall conduct and supervise written examinations for available promotions within the Nashua Fire Department which are specified below and which specify a requirement for such examination.

B. The Testing Agency shall submit to the Board of Fire Commissioners the names of the candidates who pass the written examinations for each available promotional opportunity.

C. All promotions to classifications in the bargaining unit and to the Deputy Chief and Deputy Chief-Training classification out of the unit shall be made from the ranks in accordance with the procedures set forth under this Paragraph C, and in Paragraphs D through N below, unless those from the ranks are shown not to be qualified. Qualifications, in part, for the rank of Lieutenant, Acting Lieutenant, Fire Alarm Lineman, Inspector/Public Education Officer, Assistant Superintendent, Inspector/Investigator, Fire Marshall, Superintendent, Captain, Deputy Chief and Deputy Chief Training shall be determined by a written examination conducted by the Testing Agency. A passing mark of seventy percent (70%) must be attained. Years of service on the Nashua Fire Department will add one (1) point for each year of service in-grade to the passing written examination mark. However, if all members can test for a position, one (1) point for each year of service in the Nashua Fire Department will be added to the passing written examination mark. A passing written examination mark of seventy percent (70%) must be attained before such seniority points are added. Seniority points shall be calculated based on the effective date of the test results, and shall be recalculated based on the date each vacancy occurs. Seniority points shall be added only once.

D. For vacancies in Specialist Divisions, the five (5) candidates who pass the examinations and attain the highest combined scores of the examinations and seniority points shall be the eligible candidates considered in accordance with promotional policy by the Fire Commissioners for the first vacancy. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. For each additional vacancy, the candidate who attains the next highest combined scores shall be added to the list of candidates. If the foregoing process results in there being less than five (5) candidates available for consideration, the Fire Commission shall consider the candidates who do pass the examinations in accordance with previous arbitration decisions. In the event the Fire Commissioners wish to consider candidates' conformance to performance standards, written copies of such performance standards shall be furnished to each member of the bargaining unit at least six (6) months prior to the date of such consideration. As part of the testing process, the Fire Commissioners may require all candidates for positions in the Mechanical and Fire Alarm divisions to participate in a practical skills examination process. This Paragraph D shall apply

to all promotions to classifications other than Deputy Chief, Captain, and Lieutenant.

E. The written examinations for Lieutenant and Acting Lieutenant will be given in March. The day of the written examination will be rotated through the four different platoons. The results of the written examination will stand for twenty-four (24) months from May 1 next following the administration of the examination. The posting for the examinations will contain the information in items (1) and (2) of Paragraph I. For the rank of Lieutenant, the nine (9) candidates who pass the written examination and attain the highest combined scores of the written examination and in-grade service year points shall be the eligible candidates considered in the interview process described in Paragraphs J and K below.

F. Written examinations for Captain and Deputy Chief will be given in March or April. The list of those who pass the written examination will stand for twenty-four (24) months from May 1 next following the administration of the examinations. For the rank of Captain, the six (6) candidates who pass the written examination and attain the highest combined scores of the written examination and in-grade service year points shall be the eligible candidates considered in the interview process described in Paragraphs J and K below. For the rank of Deputy Chief, the three (3) candidates who pass the written examination and attain the highest combined scores of the written examination and time in-grade points shall be the eligible candidates considered in the interview process described in Paragraphs J and K below.

G. In the event that there is a tie for the ninth (9th) candidate for a Lieutenant vacancy; the sixth (6th) candidate for a Captain vacancy; or the third (3rd) candidate for a Deputy Chief vacancy, all candidates affected by the tie scores shall continue in the process.

Should a tie occur as noted above, then at the Deputy Chief and oral interview steps (Paragraphs J and K), the highest ranked candidate shall be given a number equal to the number of candidates being considered and then so on to one (1) point for lowest ranked candidate. However, in no case shall the final promotional lists exceed the following number of candidates:

Lieutenant	nine (9);
Captain	six (6); and
Deputy Chiefs	three (3).

H. Promotional opportunities occurring because of vacancies and new positions which the Fire Commissioners wish to fill on a permanent basis, and for which qualified candidates are not available on a current list under D, E and F above shall, except in an emergency be posted within ten (10) days after the vacancy occurs. The test date for each such vacancy shall be posted for a period of twenty (20) days, and each person eligible to take the test who is on vacation or other extended leave shall be sent a notification of the posting by mail. For positions in the Suppression Division, the tests shall not be scheduled earlier than six (6) months after the initial date of posting to allow for study time. For positions in the Specialist Division, tests shall not be scheduled earlier than ninety (90) days after the initial date of posting to allow for study time.

I. All test postings shall include the following information:

1. The study materials on which the examinations will be based.

2. All tests will be based upon relevant sources not to exceed 1,400 pages of material. Starting January 1, 2021, all tests for the Fire Marshal Division will be based upon relevant sources not to exceed 1,000 pages of material.

J. The names of all eligible candidates as defined in Paragraphs C through F above shall be submitted by the Assistant Chief to the Deputy Chiefs for their recommendation, no scores will be provided only that the candidate has passed and is moving on in the promotional process. The Deputy Chiefs, meeting together, shall review and consider each candidate's abilities, past performance, and compliance with Nashua Fire Rescue rules and regulations. The Deputy Chiefs, acting as one body, shall rank the candidates relative to each other. For Lieutenant candidates, the Deputy Chiefs shall give their highest ranked candidate nine (9) points and so on to one (1) point for their lowest ranked candidate. For Captain candidates, the Deputy Chiefs shall give their highest ranked candidate six (6) points and so on to one (1) point for their lowest ranked candidate. For Deputy candidates, Deputy Chiefs shall give their highest ranked candidate three (3) points and so on to one (1) point for their lowest ranked candidate. The rankings shall be given in a sealed envelope to the Human Resources Department at the conclusion of the Deputy Chiefs' review and consideration. The Deputy Chiefs' ranking shall be provided by the Human Resources representative to the panel set forth in Paragraph K below prior to the oral interview process and to the Board of Fire Commissioners at the time the final promotional lists are determined. Should the

Deputy Chiefs be unable to reach agreement on the rankings for any position, the procedure set forth in Paragraphs K. 3 & 4 below shall be utilized. In the case of a tie score between candidates, the candidate with most time in-grade shall be ranked higher.

K. The oral interview process shall be administered as follows:

1. Eligible candidates as defined in Paragraphs D through H above shall be interviewed by a panel that consists of a quorum of the Board of Fire Commissioners and the Chief of the Department or designee.

2. A representative from Human Resources will assist in the process.

3. After all eligible candidates have been interviewed, each panel member shall rank the candidates relative to each other. For Lieutenant candidates, panel members shall give their highest ranked candidate nine (9) points and so on to one (1) point for their lowest ranked candidate. For Captain candidates, panel members shall give their highest ranked candidate six (6) points and so on to one (1) point for their lowest ranked candidate. For Deputy candidates, panel members shall give their highest ranked candidate three (3) points and so on to one (1) point for their lowest ranked candidate.

4. The Human Resources representative will collect all rankings and add the points for each candidate to determine the aggregate score for each candidate. All scores shall be given to the Human Resources representative and they will notify by mail candidates who have passed with NO scores just that the candidate has passed and is moving on in the promotional process. Once the interviews are complete and all scores are added then all candidates shall be notified by mail their final score and placement on the promotional list. The Lieutenant candidates receiving the highest aggregate score shall be awarded nine (9) points for the interview and so on to one (1) point for the lowest aggregate score. Captain candidates receiving the highest aggregate score shall be awarded six (6) points for the interview and so on to one (1) point for the lowest aggregate score. The Deputy Chief candidate receiving the highest aggregate score shall be awarded three (3) points for the interview and so on to one (1) point for the lowest aggregate score. The Human Resources representative will submit the panel's final rankings to the Fire Commission. In the case of a tie score

between candidates, the candidate with most time in-grade shall be ranked higher.

L. The Fire Commission shall meet to compile and approve the promotional lists. The Fire Commissioners shall add the points from the oral interview and Deputy Chiefs' rankings to the combined written examination score and years of service point / in-grade points for each candidate. The candidates shall be ranked from the highest overall score to the lowest overall score and these shall constitute the promotional lists. In the case of a tie score between candidates, the candidate with most time in-grade shall be ranked higher.

M. Promotions shall be made within forty-five (45) days of the vacancy from the names on the promotional lists. Regardless of vacancies, a promotional list for the Lieutenant, Captain and Deputy Chief ranks will be formulated by May 1st and stand for twenty-four months or until depleted. Promotions from these promotional lists will be made as vacancies in the applicable ranks occur. When a vacancy occurs, the Fire Commissioners shall, except as provided below, offer the candidate ranked first on the appropriate promotional list the first vacancy and so on until the list is exhausted or expires. The Fire Commissioners may skip over candidates on the promotional lists for suspensions imposed within three (3) years of the promotional opportunities. The Fire Commissioners may skip over candidates on the promotional lists for written warnings imposed within six (6) months of promotional opportunities, except that candidates for Deputy Chief vacancies shall be skipped over no more than one (1) time; candidates for Captain vacancies shall not be skipped over more than two (2) times; and, candidates for Lieutenant vacancies shall not be skipped over more than three (3) times. The candidate's name will remain on the list and will be reconsidered each time a vacancy occurs subject to the Fire Commissioners' right to skip over the candidate until the list expires or is depleted or the discipline is removed from the candidate's file. In the event that the list is exhausted, the Deputy Chief's review (Paragraph J) and the oral interview process (Paragraph K), will be used to formulate another list using the eligible candidates specified in Paragraphs D through F. Seniority points and time in rank points will be recalculated as of the date a vacancy occurs and candidates may change position on the promotional list as a result. N. For the rank of Lieutenant and Acting Lieutenant, an applicant must have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department to be eligible to take the examinations. Eligibility for the tests to be given under Paragraph E above shall be determined as of March 1. Eligibility for the tests to be given under Paragraph H above shall be determined as of the date the vacancy occurs. However, a Fire Private whose anniversary date for five years of service

falls within the period during which a promotional list is current will be allowed to take the examinations, provided that such Fire Private's eligibility for promotion will not become effective until the Fire Private's anniversary date. Sole consideration and absolute preference shall be given to those who have completed five (5) consecutive years with the Department unless they are shown not to be qualified.

N. For the rank of Lieutenant and Acting Lieutenant, an applicant must have completed five (5) consecutive years of service as a Fire Private with the Nashua Fire Department to be eligible to take the examinations. Eligibility for the tests to be given under Paragraph E above shall be determined as of March 1. Eligibility for the tests to be given under Paragraph H above shall be determined as of the date the vacancy occurs. However, a Fire Private whose anniversary date for five years of service falls within the period during which a promotional list is current will be allowed to take the examinations, provided that such Fire Private's eligibility for promotion will not become effective until the Fire Private's anniversary date. Sole consideration and absolute preference shall be given to those who have completed five (5) consecutive years with the Department unless they are shown not to be qualified.

O. For the rank of Captain, an applicant must have completed two (2) consecutive years of service as a Lieutenant with the Nashua Fire Department to be eligible to take the written examination. Eligibility will be determined as of March 1 for the tests under Paragraph F above and as of the date the vacancy occurs for the tests under Paragraph H above. However, a Lieutenant whose anniversary date for two (2) years of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Lieutenant's eligibility for promotion becomes effective on the Lieutenant's anniversary date of two (2) years as Lieutenant.

P. For the rank of Deputy Chief, an applicant must have completed one (1) year of service as a Captain with the Nashua Fire Department to be eligible to take the written examination. Eligibility will be determined as of March 1 for the tests under Paragraph F above, and as of the date the vacancy occurs for the tests under Paragraph G above. However, a Captain whose anniversary date for one (1) year of service falls within the period during which a promotional list is current will be allowed to take the examination provided that such Captain's eligibility for promotion will not become effective until the Captain's one year anniversary date.

Q. The Training Division will be known as the Training/Safety Division.

Q.1. The Superintendent of Training/Safety shall be known as the Captain of Training/Safety. The Captain of Training/Safety will have the same duties and responsibilities as that of the former Superintendent. The Captain of Training/Safety shall be placed on the payroll grade and step grid at the grade and step provided for Superintendents.

The employee holding the position of Captain Training/Safety, as defined in this paragraph, may take promotional tests for line positions, based on his/her line rank and service time prior to promotion to Lieutenant Training/Safety or Captain Training/Safety, whichever came first.

Q.2. This will be part of Emergency Services Group (Suppression)

Q.3. Four (4) Lieutenant positions shall be created and then filled per Article 18, these positions are responsible for training, administration, documentation and coordination, as well as Emergency Scene Safety Officer.

Q.3.a. If the Board of Fire Commissioners does not fund the Lieutenant positions set forth in paragraph Q.3. above, the Board of Fire Commissioners may create and fund an "Assistant Superintendent" Position to be known as the "Training/Safety Lieutenant", to be assigned to the "Training/Safety Division". This Training/Safety Lieutenant shall work four (4) ten-hour days.

(Q.3.a. above is from the sidebar agreement of 10/1/12)

The employee holding the position of Lieutenant Training/Safety, as defined in this paragraph, may take promotional tests for "line" positions based on his/her line rank and service time prior to promotion to Lieutenant Training/Safety, as defined in this paragraph.

Q.4. Training Superintendent, 4-10 hour days per week, Training /Safety Lieutenant, 10/14 schedule.

Q.5. Training/Safety Lieutenants instruct basic Fire Fighter evolutions. Example: hose, ladders, SCBA, pumps, EMS etc.

Q.6. Training/Safety Lieutenants are available for Station Assignments as per Article 36, Section C.

Q.7. Training/Safety Lieutenant positions are covered positions seven (7) days per week twenty-four (24) hours per day, and will be part of officers' overtime list.

Q.8. All Lieutenants promoted before July 1, 2003 are not transferable to the Training/Safety Division under Article 4, they are however allowed to request assignment in the Training Safety Position.

Q.9. As soon as practical all suppression officers will be given the State of New Hampshire Fire Standards and Training, Incident Scene Safety Officer on duty.

R. In order to fill vacancies in the rank of Assistant Superintendent, a test will be given. Employees who are currently third ranking specialists in that division will be considered eligible to take the test. If only one Third Ranking Specialist passes the test, he shall be promoted to Assistant Superintendent. In the event that there is no third ranking specialist in that division, no third ranking specialist passes the test, or no third ranking specialist chooses to test, then all members of Nashua Fire Rescue who have completed one (1) year of service will be eligible to take the exam. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. Eligibility will be determined as of the date the vacancy occurs. If no Third Ranking Specialist passes the exam but, more than one other employee does pass the exam, then the current promotional policy will be used to promote the Assistant Superintendent.

S. In order to fill vacancies in the rank of Superintendent or Fire Marshall a test will be given. Employees who are currently Assistant Superintendents in that division will be considered eligible to take the test. In the event that there are no Assistant Superintendents, no Assistant Superintendents pass the exam, or no Assistant Superintendents choose to test, then current Third Ranking Specialists in that division will be eligible to take a test for the position. In the event that no Third Ranking Specialists exist, no Third Ranking Specialists pass the exam, or no Third Ranking Specialists choose to test, then all members of Nashua Fire Rescue who have completed one (1) year of service will be eligible to take a test for the position. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to take the exam, members must have their Fire Inspector I and Fire Investigator certifications. Eligibility will be determined as of the date the vacancy occurs. If subsequent tests are, in fact, needed after the initial test due to no candidates having passed the test, then, Assistant

Superintendents and Third Ranking Specialists from the division will remain eligible to take those exams as they occur. If one (1) Assistant Superintendent passes the examination on the first attempt, he/she will be given the appointment. If more than one employee passes an exam for the Superintendent position, the current promotional policy will be used to promote one of the candidates.

If a Third Ranking Specialist takes and passes a test during this process, and he is the only Third Ranking Specialist in the division, then he/she shall be promoted to Assistant Superintendent if there is an opening in that position as a result of this process.

S.1. For purposes of clarification in R and S above, "divisions" will include: Training/Safety, Fire Alarm, Mechanical, and Fire Marshals. Additionally, the rank of Superintendent will include the highest ranking position in the division, Assistant Superintendent will include the 2nd highest ranking position in the division, and Third Ranking Specialist will include the 3rd highest ranking position in the division.

T. The Department will give good faith consideration pursuant to previous arbitration decisions to the candidates presented pursuant to Paragraphs C through J above. If all of the candidates presented are shown not to be qualified for promotion, then the examinations may be given by the Fire Commissioners to persons inside or outside the Department. Absolute preference under this paragraph shall be given to those in the ranks in accordance with this Article 18 unless those from the ranks are shown not to be qualified.

U. Any person demoted shall be notified in writing within twenty-four hours as to the reasons for the demotion. Such notice shall first be given to the employee involved and to the Union.

V. A job description will be completed for the position of Dispatch Supervisor. When a vacancy arises in this classification, the posting for the position will include the job description and the testing for the vacancy will be based on the requirements of the position as described therein. Individuals promoted to this position must meet all the position requirements within six (6) months to fill the position.

W. The Fire Prevention Bureau shall be known as the Fire Marshall's Office. The Superintendent of Fire Prevention shall be known as the Fire Marshall. The Assistant Superintendents shall be known as Inspector/Investigators. The

Public Education Officer shall be known as Inspector/Public Education Officer. The purpose of this paragraph is to reflect the title changes only and all other conditions relating to these positions remain unchanged.

X. Non-fire suppression divisional employees, who have passed the current fire fighter exam written and physical, shall be given preference by seniority for interdivisional transfers to fire suppression in the event that a vacancy occurs. All bargaining unit employees shall be given preference in the filling of any interdivisional vacancy that may occur in any other division when the position does not require an examination. Members in all cases pertaining to this section shall have otherwise met the then current qualifications for said position as established by the City of Nashua's Board of Fire Commissioners, Fire Standard and Training Commissioners, and the New Hampshire Retirement System.

Y. In order to be eligible to be promoted to any rank or position, employees must take a test for that position regardless of the number of employees competing for the position.

Z. Once a test has been posted, the promotional process that was in effect on the date of the posting shall be the process that is used until the subsequent promotional list expires or the eligible candidates on that list are exhausted.

AA. Upon signing of this contract, the union and the administration shall establish a joint labor management committee to review the current promotional processes. This committee shall have four (4) members from the union, (4) members from administration and one (1) mutually agreed upon full voting member, who is not affiliated with either organization. The committee shall review this Article 18, and propose changes to this Article to the Board of Fire Commissioners and the Union. This committee shall be formed within 60 days of signing and shall have a report for members to vote on by September 1, 2021.

Article 19 - GRIEVANCE PROCEDURE

A. It shall be the purpose of this grievance procedure to settle grievances between the City and the Union as expeditiously and fairly as possible. Any difference as to the interpretation of this Agreement in its application to a particular situation, or as to whether it has been observed and performed, shall be a grievance under this Agreement and the parties shall observe the following procedure for the adjustment and settlement of such grievance.

Step I:

Within thirty (30) days of when the grievant knew or should have known of the act or condition on which the grievance is based, the grievance shall be reduced to writing, signed by the employee and the Union, and presented to the Deputy Chief or Division Supervisor. If the grievance is not settled within seven (7) workdays of its receipt by the Deputy Chief or division supervisor, then

Step II:

The Union may take the matter up with the Chief by submitting to him a written copy of the grievance together with such other evidence as it wishes him to consider. The Chief shall have fourteen (14) calendar days within which to render a written decision to the Union. If the Union does not receive a reply from the Chief within fourteen (14) calendar days or if it is not satisfied with the decision of the Chief, the Union may file a written request with the Chief, receipt required, to have the grievance considered by the Fire Commission. Once the request is filed, authorized Union personnel and members of the Commission may communicate with each other about the grievance both outside of and at the regularly scheduled Commission meeting. All requests received no later than 5:00 PM on the Wednesday next preceding a regularly scheduled meeting of the Commission, together with a copy of the grievance, a copy of any written evidence submitted by the Union, and a copy of the Chief's decision, will be included on the agenda of the Commission for that meeting. All requests received subsequent to 5:00 PM of the Wednesday next preceding a regularly scheduled meeting of the Commission will be included, with the above additional information, on the agenda for the next regularly scheduled meeting. Once the request is placed on the agenda for a regularly scheduled meeting of the Commission, then

Step III:

The Fire Commission shall, at their next regularly scheduled meeting, consider the grievance and within ten (10) working days of the said meeting, notify the Union in writing of their disposition of the grievance. In the event the employee and the Union are not in accord with the disposition by the Commission, then

Step IV:

Within thirty (30) days of the documented receipt of the Commissioners ruling by the Union, either the Union or the City will have the option of submitting any remaining disagreement over the interpretation or application of a specific provision of this Agreement, settled by arbitration. The parties agree to submit such grievances to the Public Employee Labor Relations Board and to abide by the rules and procedures set forth by said Board, or may submit them to a different

arbitrator agreed by the parties. Determinations and decisions set forth by said arbitrator shall be final and binding upon the parties. Each party to the arbitration shall assume its own expenses and an equal share of the expenses of the arbitrator. The Demand for Arbitration must be postmarked within thirty (30) days of the documented receipt of the Commissioners ruling by the Union.

B. The times for taking action stated above may be extended by mutual consent in writing, but all the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Request of either party for extensions of time shall not be unreasonably denied.

C. No decision under this grievance procedure by a bargaining unit member acting as a hearing officer because of his or her position as Division Supervisor shall be binding on the City.

Article 20 - PAID HOLIDAYS

A. Employees on or off duty who qualify shall be paid one-fourth (1/4) of the qualified employee's weekly pay. The paid holidays are as follows:

- | | |
|------------------|----------------------------|
| New Year's Day | Martin Luther King Day |
| Presidents Day | The fourth Monday in April |
| Memorial Day | Flag Day |
| Independence Day | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |

Employees shall not receive an additional day off on account of a holiday whether or not they are scheduled to work on the paid holiday.

B. Employees will be eligible for and will receive pay at their straight time rate for holidays after the first thirty (30) calendar days of employment.

C. In order to qualify for holiday pay, employees who are off duty on the day of the holiday must work the last scheduled duty day prior to the holiday and the first scheduled duty day subsequent to the holiday or have been absent on authorized sick leave on either or both of these days. Employees on disciplinary leave are not eligible for holiday pay for holidays occurring during those leaves.

D. If one of the above paid holidays falls during an eligible employee's vacation period, he/she will receive holiday pay.

E. In the case of specialists working four ten hour days, on a week in which a paid holiday falls, schedule will be arranged by mutual agreement:

a. All specialists shall take the holiday on the day it falls.

Article 21 - PAID VACATIONS

A. Employees covered by this agreement who have been employed by the City for at least one (1) year on an uninterrupted basis except by reason of layoff or approved leave of absence, shall receive vacation with pay as follows:

- After one (1) year of service ----- Two weeks
- After four (4) years of service ----- Three weeks
- After nine (9) years of service ----- Four weeks
- After fifteen (15) years of service ----- Five weeks

Effective January 1, 2017 all employees shall receive their vacation accrual per past practice, and as set forth above, which time shall be considered earned and available for use.

Effective January 15, 2017 and on the 15th of each month thereafter, the monthly accruals set forth below shall be credited to each employee.

Vacation accrual for 2184 personnel

- After one (1) year of service ----- Two weeks (8 hours monthly)
- After four (4) years of service -----Three weeks (12 hours monthly)
- After nine (9) years of service -----Four weeks (16 hours monthly)
- After fifteen (15) years of service -----Five weeks (20 hours monthly)

Vacation accrual for 2080 personnel

- After one (1) year of service -----Two weeks (6.6666 hours monthly)
- After four (4) years of service -----Three weeks (10 hours monthly)
- After nine (9) years of service ---Four weeks (13.3333 hours monthly)
- After fifteen (15) years of service- Five weeks (16.6666 hours monthly)

Effective 1/1/2000:

After eighteen (18) years of service-----One duty shift per year up to a total of four additional duty shifts.

Effective January 15, 2017:

After eighteen (18) years of service-----One duty shift per year up to a total of four additional duty shifts. Additional duty shifts will be added in as "1 shift" on January 15th preceding the employee's anniversary date.

No member shall have more than two (2) times their yearly accrual on their anniversary date.

B. Vacation periods will be set up on a work cycle or daily basis. Employees shall have the option of:

1. Splitting their first two weeks of vacation, choosing the first week with their first selection opportunity and their second week with their second selection opportunity, as per Paragraph C, below. The total number of hours absent under this option shall not exceed 96 hours.

2. Selecting their first two weeks together additional weeks shall be chosen one at a time, as per Paragraph C, below.

3. Selecting vacation on a daily basis.

C. Platoon seniority shall be the ruling factor in the choice of vacation dates, and the following shall apply as of April 1, annually:

1. No more than 11 (eleven) Fire Privates from each platoon may be on vacation at any one time.

2. No more than 4 (four) Fire Officers from each platoon may be on vacation at any one time.

3. These limitations include employees taking day-at-a-time vacation. However day-at-a-time vacation is to be allowed on a "first come first serve" basis.

D. Chosen vacation dates will not be changed unless agreed to by the employee involved. Employees transferred to different shift or division shall declare their vacation schedule with valid dates to the new schedule.

E. Vacation payment will not be made to any employee whose resignation or discharge from the Department is effective prior to his/her scheduled vacation accrual date (the day after his anniversary date after one year of service).

F. In the event of an employee's death while in service, his/her accumulated vacation pay pro-rated to the date of death shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the vacation pay will be paid to the surviving children through the legal administration of the estate of the deceased.

G. An employee may be permitted to borrow leave against upcoming accrual within the same calendar year for purposes of being able to take scheduled weekly vacations only. The maximum amount that may be borrowed is not to exceed the maximum annual accrual as set forth above. The employee's leave balance shall be charged at time of accrual, or at any other time that a positive balance is present, until the borrowed leave is repaid. In the event of the employee's resignation, discharge, retirement or death, any funds owed to the employees or to be paid on his account, shall be decreased by the value of borrowed vacation leave that is yet to be repaid.

H. Employees who earn leave may utilize such leave on a "day at a time" basis, subject to the following requirements:

1. Employees assigned to Specialist Divisions, Dispatchers, and employees assigned to the Training/Safety Division request the use of a "day at a time" leave from the Deputy Chief or Division Supervisor at least one hour before the start of his/her scheduled work shift. Fire Line employees, shall request the use of "day at a time" leave from the Deputy Chief by 0700 hrs on the date they wish to use the leave. The Deputy Chief or Division Supervisor shall grant such day-at-a-time leave requests up to the maximum number of employees permitted to be on vacation as set forth in subsection

C, above. This cap may be exceeded with the approval of the Chief or Assistant Chief in their sole discretion, and without obligation to consent. The City may require the use of slips or other devices in order to facilitate administration of "day at a time" leave and employees shall cooperate in the use thereof.

2. "Day at a time" leave shall not be taken on the following shifts:

July 4 – day or night;
December 24 – day or night;
December 25 – day or night;
Thanksgiving – day or night;
December 31 – night.

3. "Day at a time" leave requests will be considered on a first come, first serve basis, providing that any employee who requests a "day at a time" leave at least fourteen (14) days in advance of the time to be taken, may not have that leave day superseded by any other grant of leave within that fourteen (14) day period. Prior to such fourteen (14) day period, a "day at a time" leave request may be superseded by a request for a vacation by the week. Any provision in this Agreement pertinent to seniority, time and service preferences or rank shall not pertain to otherwise eligible "day at a time" leave requests.

I. No vacation may be taken or scheduled, either "day at a time" or regular, on December 24 or 25.

J. In the Specialists division, the following shall apply:

1. At no time in any division shall the division supervisor and the senior assistant to the division supervisor take the same vacation period without the permission of the Chief of the Department.

2. In the Mechanical, Training Divisions, and Fire Alarm only one employee shall be eligible for each vacation period.

3. In the Fire Marshall's Office, only two employees shall be eligible for each vacation period.

4. In the Dispatchers Division only two (2) dispatchers in any vacation period.

K. Upon the retirement or death of an employee he/she shall be paid all accumulated vacation leave including a pro-rata accrual on a monthly basis for time worked past his/her anniversary date. The employee must work until at least the 15th of the month in question to be included in the pro-rata calculation.

Article 22 - PAID SICK AND INJURY LEAVE

A. Sick leave will be accrued at the rate of ten (10) hours per month up to a maximum accrual of seven hundred twenty (720) hours allowed. Sick leave does not accrue during disciplinary suspension. Sick leave taken shall be charged against hours accumulated on the basis of the actual number of hours the employee is absent during scheduled duty hours. Effective upon signing of this Agreement, sick leave will no longer have a maximum accrual of seven hundred twenty (720) hours. However, payment of sick leave upon retirement or death as described in Article 22, I and J will never exceed seven hundred twenty (720) hours; any remaining sick leave hours over that amount upon retirement or death will go into the sick leave bank described in Article 22, K.

B. In the event of a prolonged absence because of illness in excess of thirty (30) calendar days, sick leave accumulation will be allowed only for the first thirty (30) days of such an absence. There will be no accumulation of sick leave during absences covered by the Sick Bank.

C. Sick leave will be used only for the personal injury or illness of the employees, not contracted in the line of duty, provided such sickness or injury is not incurred as the result of day-off work in which case no sick leave will be paid. In the case of sickness or injury incurred as the result of working for another employer, the employee shall receive no sick leave with pay.

C.1. An employee may use a maximum of 80.64 hours per year for the care of the illness of a family member who resides in the immediate household. The usage of sick leave in this instance may not necessarily be covered by the Family Medical Leave Act (FMLA). Employees utilizing sick leave under this paragraph who are unable to perform their duties for more than two (2) consecutive duty shifts shall furnish to the Chief of the Department a certificate from a physician

stating that the nature of the family member's illness required the employee's absence from work.

At the discretion of the Chief or designee, an employee who meets the criteria set forth in the Family Medical Leave Act of 1993 may use all of his/her accrued sick leave while on FMLA.

D. Any employee not able to report to work because of illness must notify the Deputy Chief on duty at least one (1) hour before scheduled to report for work. Any member of the Department classified as a Fire Private, Fire Lieutenant or Fire Captain, who is unable to perform his/her duties because of illness for more than two (2) duty shifts, and members of the Department classified as Dispatchers, Assistant Superintendents, Superintendents, Fire Marshall, Inspector/ Investigator, Inspector/Public Education Officer and third ranking specialists who are unable to perform their duties because of illness for more than two (2) duty shifts shall furnish to the Chief of the Department a certificate from a physician stating the nature, cause and extent of the illness and a clearance to return to work. No less than twelve (12) hours prior to the return to duty of the members of any grade from leaves of absence because of illness shall report such return to the Deputy Chief on duty, by telephone or otherwise, who shall report to the Chief of the Department.

E. If an employee incurs injury on the job, he/she will be sent at once to a hospital if in the judgment of his/her immediate supervisor such action is required to determine the extent of the injury. The injured employee who is sent to a hospital, as provided above, will obtain a certificate from the doctor indicating the extent of the injury and the date by which the employee can be expected to be able to return to work. This certificate is to be provided to the Deputy Chief or Superintendent, depending on work group.

F. Any member of the Nashua Fire Rescue who is temporarily unable to perform his/her duties as the result of personal injury or illness contracted in the discharge of his/her duties shall so inform the Nashua Fire Rescue on the day of the injury on the required forms or as soon as the employee is aware of the injury or illness, and shall also comply with the State's Worker's Compensation Law. Upon qualification for worker's compensation benefits, the injured or ill employee shall be entitled to full pay during such disability under this Paragraph F up to a maximum of twenty-six (26) weeks, commencing with the date of injury or illness for which worker's compensation benefits are paid. For this purpose, full pay shall be computed as follows: the weekly compensation allowance as determined by the worker's compensation law plus a weekly allowance paid by the City by means of

the Department payroll -- the City's share to be an amount representing the difference between a member's regular full weekly salary and the amount paid under worker's compensation. With medical certification of continuing total disability which is not in conflict with the rulings of the worker's compensation specialist, differential pay to the amount of 3/4 of the regular full salary computed as specified above shall be continued for up to a maximum of an additional twenty-six (26) weeks (with a minimum total payment of approved worker's compensation payments combined with City differential pay accounting to 3/4 of the maximum of such regular full salary applicable to Senior Privates/Senior Dispatchers). Such occupational sickness or disability shall not be charged to the accrued sick leave of the employee. The payment of the benefits under this Paragraph F shall be so administered as to allow the benefited employee(s) the maximum tax relief permitted under the United States Internal Revenue Code.

G. The City shall pay under Workers Compensation coverage, the hospital, medical and surgical expenses incurred by any employee who is injured in the performance of his/her duties.

H. No accumulated sick leave shall be paid to any employee who resigns or is discharged from the Department.

I. In the event of an employee's death while in service, his/her accumulated sick leave up to a maximum of seven hundred twenty (720) hours shall be paid to the surviving spouse. If no spouse survives the employee, this payment shall be paid to the surviving children through the legal administrator of the estate of the deceased. If no spouse or children survive, the sick leave is cancelled and no payment shall be made.

J. Whenever an employee retires, he/she shall receive his/her accrued sick leave pay up to a maximum of seven hundred twenty (720) hours in a lump sum at the rate of pay in effect at the date of retirement.

K. Any member of the bargaining unit may contribute eight (8) hours of his/her sick leave to a sick leave bank by July 31 of each contract year. Contributing members may apply for withdrawal from the sick leave bank upon depletion of accumulated sick leave for reasons of prolonged or continuing illness or incapacitating accident. The total amount of accumulations in the bank as of July 1, 1983, is agreed to be 7910 hours. Henceforth, the total number of accumulated hours in the bank shall not exceed 58 hours times the number of eligible members in the bargaining unit. Withdrawals from the bank shall be

charged against the total number of hours in the bank on the basis of the number of actual hours the employee is absent during scheduled duty hours. The operation of the bank and withdrawals therefrom shall be carried out by a committee of two (2) members of the bargaining unit, and one (1) administrator selected by the Chief. The committee shall establish its rules and regulations and shall require documentation from a physician supporting the request for sick leave bank withdrawals. The committee shall furnish written records of deposits, withdrawals and documentation to the Chief and to the City Human Resource Department. Records of deposits shall be furnished no later than August 30th of each year. In all cases, the decisions rendered by the committee shall be final and binding, provided, however, that specific provisions of this Paragraph K cannot be superseded by any rules or regulations of the sick leave bank committee. All decisions of the committee shall be in accordance with its rules and regulations. The provisions of this Article shall govern all sick leave bank entitlements. Notwithstanding any provision of this Paragraph K to the contrary, after using up all his own sick leave accrual and vacation (according to Sick Leave Bank Rules), accrual no employee shall be able to withdraw more than eighteen months of sick leave from the sick leave bank for any one sickness or injury without the prior approval of the Fire Commissioners, to whom the employee may appeal. Additional contributions of eight (8) hours of a member's sick leave may be made by members in the event that the total accumulated hours in the sick leave bank fall below four hundred twenty (420) hours

L. A program of light duty work shall be made available within the Fire Department for Fire Department personnel who have sustained a work related disabling injury. Light duty assignments shall conform to New Hampshire law. Any variation to the work schedule set forth in Article 14 for such light duty work shall be mutually agreed upon by the Union and the Chief of the Department, consistent with the physician's work restrictions. An injured employee who is judged to have a light work capacity by his/her treating physician may be given a light duty assignment consistent with Fire Department functions, the employee's physical capabilities and any limitations imposed by the treating physician. The Department may promulgate policies and procedures from time to time in order to update and improve this program. Light duty assignments shall be temporary, and will be calculated to facilitate the employee's recovery and resumption of his/her normal duties. Participants shall receive the difference between their Worker's Compensation benefits and any wages received, and their regular full pay while serving in this light duty capacity.

M. An incentive shall be paid for the non-use and accumulation of sick leave. It shall be administered as follows:

1. Any individual employed for an entire calendar year who uses no sick time during that calendar year shall receive sixty percent (60%) of one week's pay. Any such employee who uses less than twenty-four (24) hours of sick leave shall receive thirty percent (30%) of one week's pay. Any such employee who uses less than forty-two (42) hours of sick leave shall receive \$100.00. Payments to be made hereunder shall be made in the January next succeeding the calendar year in question.

2. The first payment for this plan shall be made in January, 1995, based on sick leave accruals for the calendar year 1994.

3. All computations referred to in this Paragraph M shall be performed by the Fire Department based upon its records.

4. This benefit shall cease for any calendar year in the event that total department sick leave use exceeds eleven thousand five hundred (11,500) hours in that year. In the event that total department sick leave use is less than eight thousand (8,000) hours in any year, the benefit described in Paragraph M.1 above shall increase as follows:

No sick time used in the calendar year - seventy-five percent (75%) of one week's pay;

Fifteen (15) hours or less of sick leave used in the calendar year - sixty percent (60%) of one week's pay;

Thirty hours or less of sick leave used in the calendar year - fifty percent (50%) of one week's pay;

Forty-eight (48) hours or less of sick leave used in the calendar year - forty percent (40%) of one week's pay.

In computing total departmental sick time use for purposes of determining whether the enhanced benefits in this subparagraph will be paid in the calendar year in question, all departmental sick time used will be included, except that the consecutive hours used by an individual employee on account of a single injury or illness which exceed 420 consecutive hours for that injury or illness will not be included. The 420 hour maximum shall be included in the computation.

N Bargaining Unit employees shall be granted a maximum of two (2) shifts for personal leave per year, provided that on January 1 of each year the employee has a balance of six hundred (600) or more hours of accrued sick leave. Bargaining Unit employees shall be granted a maximum of one (1) shift for personal leave per year, provided that on January 1 of each year the employee has a balance of three hundred (300) or more hours of accrued sick leave. Personal leave shall be deducted from the employee's sick leave. Personal leave shall not carry forward from year to year. Members wishing to use personal leave in this section must notify the deputy chief or Division Supervisor by 7 a.m. on the day the leave is to be used. This leave cannot be scheduled on days excluded under Article 21 H.2.

O. Bargaining Unit employees shall be granted two (2) shifts for Training Leave per year, provided that on January 1 of each year the employee has a balance of six hundred (600) or more hours of accrued sick leave. Bargaining Unit employees shall be granted one (1) shift for Training Leave per year, provided that on January 1 of each year the employee has a balance of three hundred (300) or more hours of accrued sick leave. Training Leave shall be deducted from the employee's sick leave. Training Leave shall not carry forward from year to year and must be used to attend fire Service related training approved by the Chief or designee. Members wishing to use training Leave in this section must notify the Deputy Chief or division supervisor seven (7) days in advance of the requested leave date. This leave cannot be scheduled on days excluded under Article 21 H.2.

Article 23 - BEREAVEMENT LEAVE

A. Four (4) duty shifts (not to exceed forty-eight (48) hours) paid leave at the employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the immediate family. For purposes of this section, immediate family shall mean employee's spouse, children, step-children, brother, sister, and parents and step-parents of employee or spouse. By definition, child includes the loss of the fetus, after the second trimester of the pregnancy.

B. Two (2) duty shifts (not to exceed twenty-four (24) hours) paid leave at employee's regular straight time rate will be granted for absence from scheduled work necessitated by death in the extended family. For purposes of this section, extended family shall mean employee's grandparents, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepbrother, stepsisters, niece, nephew, spouses' grandparents, and employee's or employee's spouse's blood related uncle or aunt.

C. Paid leave as provided in sections A and B above can only be taken contiguous to the death and/or at the time of the funeral/memorial service.

D. In the event that the provisions of C above occur during an employee's vacation, the employee shall be able to take the appropriate number of duty shifts allotted in A. or B. of this Article 23 immediately following his/her return to work following vacation or have them recredited to his/her vacation accrual.

Article 24 - PERSONAL LEAVE

A. Employees may take personal leave for such purposes as job-related education, illness or death in the immediate family, as defined in Article 23, and such other personal business as cannot be performed during off duty hours, subject to the requirements of Paragraphs B and C below.

B. No leave shall be permitted under Paragraph A above in the event that by taking that leave, the employee will miss training which is not scheduled to be repeated within the fiscal year during which the leave is sought. No more than two shifts under Paragraph A above may be taken consecutively, except for leave required to attend out-of-town fire service education. However, four (4) consecutive shifts may be taken once per calendar year. Additional consecutive shifts may be authorized at the discretion of the Chief or his/her designee.

C. Forty-eight hours notice, except in emergencies, is required to be given to the Chief or designee for leave to be taken under Paragraph A above. Those taking the leave will provide a substitute who is qualified in the opinion of the Chief or designee.

D. The Deputy Chief in charge of the platoon, or designee, may grant emergency leave with pay to any subordinate employee who requires such leave for urgent reasons. Such emergency leave shall not exceed one hour in any duty shift.

E. Specialist employees who wish to take personal leave under this Article 24 and who are unable to obtain a qualified substitute under Paragraph C above, may be allowed by the Chief or designee to take personal leave days as provided under Paragraph A above, provided the time absent is made up within the two weeks next following the date the leave is taken.

F. The training requirements under Paragraph B above will be waived if the employee has previously met the standards for the training scheduled during the requested leave period.

Article 24A - EXTENDED LEAVES OF ABSENCE

A. An employee may apply for an unpaid extended leave of absence for the following purposes: to care for a sick or injured member of the employee's immediate family as defined in Article 23, Paragraph A; to participate in an educational opportunity of the employee related to Nashua Fire Rescue operations; due to the relocation of a spouse, or other similar circumstances as determined by the Board of Fire Commissioners.

B. Applications for leaves of absence shall be approved or disapproved by the Board of Fire Commissioners. The Board of Fire Commissioners will not approve applications for leave of absence for the purpose of allowing or permitting an employee to obtain and/or engage in employment with another employer or for purposes of self-employment. Applications for leaves of absence will not be granted when granting such leaves will negatively impact the Nashua Fire Rescue operations. The Board of Fire Commissioners may consider the cost to the Nashua Fire Rescue of granting such leave.

C. During an unpaid leave of absence, the Board shall continue to pay his portion of health, dental and life insurance premiums for up to ninety (90) days per granted request. Employees who are on such leave shall continue to pay their portion of the premiums during that period and thereafter shall pay 100% of the cost to continue coverage.

D. Leaves of absence shall not exceed ninety (90) days for any single request. Employees may submit consecutive or non-consecutive requests for leaves of absence not to exceed the ninety (90) day cap for any single request.

Article 25 - LONGEVITY BONUS PAY

A. Regular full-time employees who have been employed by the City for seven or more years, on an uninterrupted basis except by reason of lay-off or approved leave of absence, will receive a longevity payment during the last pay period in November, for the current calendar year, based on their length of service as of November 22nd, as follows:

7 to 9 years of service ----- \$200.00
10 to 16 years of service -----one week's base pay
17+ years of service ----- one and one half week's base pay

B. Longevity bonus pay to regular part-time employees who work 25 or more hours per week and who have seven or more years of service as in A above, shall be determined by the average number of weekly hours worked during the preceding year in proportion to the weekly hours of regular full-time employees.

C. An employee eligible to receive longevity pay, who voluntarily terminates his/her employment or is dismissed for just cause prior to November 22 of any year, shall forfeit his/her right to entitlement to all or any portion of longevity pay to which he/she would otherwise be entitled.

D. Employees hired after July 1, 2005 shall not be eligible for Longevity Bonus.

Article 26 - CLOTHING ALLOWANCE

A. The City will give an initial issue to each new employee of three sets of work clothing (pants, shirts and jackets).

B. For each year of this agreement, employees who have completed their probationary period will be authorized the following amounts to be used to purchase and maintain authorized work clothing or other authorized uniforms, as set forth in this Article 26. The authorized work clothing and uniforms for the purpose of this paragraph will include: NFPA compliant station wear, or work clothing as set forth by the Board of Fire Commission. Class A uniform and necessary accessories (hat, badges, necktie, black shoes as example shoes, boots approved exercise apparel, and any other related approved items).

Each Fiscal Year: \$650.00 per member

Payment of the clothing allowance shall be paid to the eligible employees by payroll check during the month of July of each year. If the employee prefers, he/she may purchase the articles of clothing authorized pursuant to this agreement at their own expense and present the receipts to the designee of the department within thirty (30) days of the purchase for reimbursement through the warrant process. This selection must be made before the beginning of the fiscal year in July. If the reimbursement method is selected and the employee does not use the

entire clothing allowance, the balance shall be paid through the payroll system at the end of the fiscal year in question during the month of June. Employees are solely responsible for complying with any and all requirements of any taxing authority and bear all liability for any taxes, federal, state, or local, occasioned by the manner of payment of the clothing allowance set forth in this Article.

C. Each employee will maintain in good condition his/her own uniforms and must replace any lost, worn or damaged uniforms at the employee's expense. Uniforms will be worn by employees only during working hours. He or she shall be additionally responsible for obtaining and possessing adequate quantities of required uniforms as well as insuring that uniforms purchased and worn meet Nashua Fire Department approved standards.

D. The City will furnish each employee with approved protective clothing and any special protective clothing and equipment as required in the opinion of the Chief or his/her designee to safely perform their duties. The exact specifications for the equipment will be discussed with the safety committee and must comply with limits set by the budget.

E. Upon separation from employment, all property issued by the City to any employee who so separates, must be returned by the separated employee to the Chief or his designee(s) at the Fire Department's Administrative Offices.

F. The Department agrees to pay the cost of a cleaning contract for the cleaning of the mechanics work clothing. The quantity of clothing to be cleaned shall not exceed four sets per week for each of the three employees (12 sets). The total cost of this cleaning contract shall not exceed \$40 per week.

G. Employees of the Fire Marshall's office and Fire Alarm personnel (40 hour employees) shall wear approved short and long sleeve dress shirts and need not wear flame retardant clothing except at the fireground (coveralls). These employees may wear civilian dress clothing in appropriate circumstances. (i.e., court appearances).

Article 27 – LODGING

The City will install in each fire station one washing machine and one clothes dryer for use by the Department employees to wash bedding, and the uniforms and other clothing worn by the individual employee.

Article 28 - MILITARY DUTY PAY

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.

Article 29 - JURY DUTY PAY

A. An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment for meals and/or mileage shall not be considered as part of the fee for purposes of this agreement.

B. If an off-duty employee is subpoenaed to testify in court on behalf of the Department, shall be paid as hours worked at the rate per Article 15, Section C or Section D. The employee will be paid mileage in accordance with Article 33. Witness fees and mileage paid to the employee in furtherance of the subpoena shall be paid over to the City. The employee will accept the court witness fee which shall be turned over to the Department in order to receive Department pay.

Article 30 - PENSION AND RETIREMENT

Employees shall be covered by the "New Hampshire Permanent Fireman's Retirement System" or the New Hampshire Retirement System and any amendments thereto, and the City shall make such contributory payments as may be required to provide such coverage for each employee.

Article 31 - EDUCATIONAL ASSISTANCE

A. In order to encourage and develop the highest level of job performance among the employees of the bargaining unit, the City agrees to provide each station with the following IFSTA manuals: forcible entry, ground ladder practices, hose, salvage and overhaul, fire streams, apparatus, ventilation, rescue and protective breathing practices, first aid, inspection, training programs, water supplies, aircraft, fire department officer, and facilities.

B. The City also agrees to purchase and make available the textbooks used in firefighting courses, which textbooks shall be retained by the department after use by individual employees.

C. The City will reimburse employees for one hundred percent (100%) of the total tuition and laboratory fees paid by employees from their own funds, for the successful completion of job-related courses, as well as courses leading to the granting of degrees in Fire Science, within the budget allowed. Successful completion is defined as a grade of "C" or above for undergraduate studies and a grade of "B" or above for graduate studies. The City shall budget \$20,750 for fiscal year 2020 and thereafter shall increase the budgeted amount by \$1,000 each year beginning in fiscal year 2021 if the budget line for this benefit has a balance of \$1,000 or less at the end of each full fiscal year.

Courses not directly related to present job function but are functions performed by other personnel in the department, the City will reimburse up to 50% of the total tuition and laboratory fees paid by the employees from their own funds upon successful completion.

D. An employee who desires to participate in this benefit must secure the approval of the Chief or his/her designee, the Human Resources Department, and the Comptroller, on the form provided by the Human Resources Department, with due consideration of the budgetary limitations in Paragraph C, above.

E. Satisfactory completion of all educational courses shall be documented in the personnel records of each employee.

F. For purposes of determining participation in specialty educational courses/classes, the administration shall make available such courses/classes and proportion attendance between officers and firefighters at a 1:5 ratio (officers to fire fighters) provided nothing shall prohibit the administration from varying this ratio if there are insufficient numbers from either group to meet the ratio.

Article 32 - INSURANCE

A.1. Subject to the provisions of this Article, the City, upon the request of an eligible member, shall provide to an employee the amount of the premium specified below for individual, two-person or family plan, of one of the following:

- (a) Point of Service Plan;
- (b) HMO Plan; or
- (c) The City may make additional plans available to members with benefit levels and premium cost sharing determined by the City in its sole discretion.

The option of the health care plan is at the sole discretion of the City. It is agreed by all parties that the City reserves and shall have the right to change insurance carriers provided the benefits to participants are comparable and the City elects the least expensive plan available to provide such benefits.

Should the City determine that it is in the best interests of the City to offer a “comparable” plan to either option “a” or “b”, it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

Comparable Plan Definition: for the purposes of this Article, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

Spouse Rule: Employees who are married to another employee of the city who also subscribes to a plan will be subject to this rule. This rule requires that an eligible member whose spouse is covered by another City health care plan elect the policy under which the eligible member and spouse shall receive health care benefits. An eligible member and spouse shall not be entitled to receive benefits under separate City health care plans.

A.2. CITY CONTRIBUTIONS:

Effective October 1, 2011: For eligible members, effective October 1, 2011, the City shall contribute 70% of the premium of option (a) and 80% of the premium of option (b). Upon the signing of this agreement, option (a) and option (b) plans offered by the City shall include the following minimum co-pays:

- (a) Twenty Dollars (\$20.00) per medical visit;
- (b) One Hundred Dollars (\$100.00) per emergency room hospital visit;
- (c) Two Hundred Fifty Dollars (\$250.00) Per Person, Five Hundred Dollars (\$500.00) Per 2-Person/Family Inpatient/Outpatient Facility Deductible; and
- (d) Three Tier Pharmacy Benefit of \$5/\$15/\$35 (\$5/\$30/\$70 Mail Order).

For employees hired after July 1, 2002 the City shall, upon request of an eligible employee, provide an individual, two person or family plan for HMO or a City plan offered under option "c". Such employees shall, during the enrollment period next following their first anniversary and annually thereafter during the open enrollment period, have the right to transfer to the point of service plan at the contribution rate set forth above or to a City plan offered under option "c". The contribution rate for all HMO employees shall be the same as provided for above.

A.3. For the duration of this Agreement, either party to the Agreement may request that a Joint Labor/Management Committee be convened to consider the performance of the aforementioned plans, any changes thereto.

A.4. Any eligible member of the bargaining unit requesting initial membership in a plan may enter during a specified enrollment period. Any eligible member desiring to select a different plan may make such a change only during the annual enrollment period and subject to the conditions set forth in Section A.2. Eligible members moving into or out of the HMO or point of service are may change plans within a specified period after such move to the extent permitted by the plans and in accordance with any other conditions set forth above in A.2.

A.5. ANNUAL AUDIT - The City of Nashua hereby agrees to conduct a yearly loss ratio analysis of all Health Insurance plans offered to employees and return all employee overpayments in the form of a Health Insurance Premium Holiday at the completion of the analysis.

B. LIFE INSURANCE - The City agrees to participate in a double indemnity life insurance program by paying 100% of the premiums for employees only. The amount of coverage shall be one times the employee's base salary, rounded to the nearest thousand. Each employee may at his/her option elect to purchase an amount of life insurance coverage equal to the base amount by paying 100% of the premiums.

C. DENTAL INSURANCE - The City agrees to pay 100% of the premiums for dental insurance coverage under the plan in effect for members as of January 1, 2008. Coverage is to be provided by the current carrier used by the City at the time of the signing of this Agreement (Northeast Delta Dental). The City reserves the option to change insurance carriers, upon negotiation with the Union, and on the condition that the coverage provided has overall comparability to that which is currently provided.

Members may also elect, as an option, to enroll in the dental plan offered to merit employees, but shall be responsible for paying the difference between the cost of a two-person plan and family plan if electing coverage under a family plan.

D. After January 1, 2003 the City will not be responsible for paying the difference between the fees of non-participating dentists and the fees agreed to by participating dentists and the current insurance carrier. Until January 1, 1990 the current policy of the City paying the difference shall continue.

E. LONG-TERM DISABILITY

Part-Time Employees: Part-Time employees are not eligible for Long Term Disability Coverage.

Full-Time Employees: Full-Time employees covered by this Agreement are eligible for coverage under the City's Long-Term Disability Plan. This benefit is subject to federal income tax and covers only non-job-related illnesses/injuries. There shall be no cost to the employee for this benefit. All applicable definitions, rules for employee participation and benefit conditions and payments shall be governed by the City of Nashua's "Non-contributory Disability Income Plan For Qualified Employees" and any amendments as may be amended by the City from time to time.

Article 33 – MILEAGE

Effective with the date of execution of this Agreement, all employees shall be paid at Internal Revenue Service current rate per mile when they are specifically required to use their personal automobiles on department business. This shall include out-of-town travel to educational and training programs required to maintain employment, except those required as a condition of initial employment. It shall also include use of the employee's vehicle in changing stations, when the employee arrived at the first station as originally scheduled. No payment for

mileage will be made when an employee uses a personal vehicle in going from the employee's home to a station to pick up clothing and equipment, and then to a multiple alarm fire. Claims for mileage payments will be made on a form provided by the Department, shall be kept on a weekly basis, and will be paid monthly by the City provided the weekly forms are submitted on or before the 20th day of each month.

Article 34 - WORKING OUT OF CLASSIFICATION

A. Any person covered by this Agreement who is required to accept and perform the duties and responsibilities of a position or rank higher than that which he or she normally holds, shall be paid at the probationary rate for that position or rank while so acting, provided he or she so acts for at least four hours.

B. Any person covered by this Agreement who is asked to perform work at a task not covered by the job description of the position or rank which that person normally holds, or by the job description of a position or rank higher than that which the person normally holds, shall be paid at a rate 5% above the person's normal pay rate for the time actually worked, provided he or she works for at least four hours.

C. The third ranking specialist shall not be paid for working out of classification if he/she is working alone, unless this situation exists for more than five consecutive days.

D. When a Captain, Captain Training/Safety, or Superintendent is absent for an entire regularly scheduled work week (4 – 10 hr days, 2 days/2 nights) for any reason, the next senior employee will be paid “acting pay” consistent with paragraph A above. This paragraph D will not limit the requirement to pay individuals as the need arises on a day to day basis throughout all ranks as provided in paragraph A above.

Article 35 - BULLETIN BOARDS

The City agrees to provide space for suitable bulletin boards in convenient places in each station and work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. The Union agrees to maintain such bulletin boards in a neat and orderly condition to the satisfaction of the Captain in charge of the station.

Article 36 - ASSIGNMENTS

A. The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause.

B. Regional Haz Mat Team

All Team members will be full time NFR members. The team may be designated as "Regional" used on a "Mutual Aid" basis.

MEDICAL SCREENING:

Any member who is interested in serving on the "Haz Mat Team" will consent to being medically screened by the designated Physician. The medical screening will be designed to evaluate the member's fitness for HAZ MAT team assignment. The complete screening criteria will be made available for the member's review before the screening takes place.

Each year prior to the "Medical Screening" members will agree in writing to participate with the "Haz Mat Team" for the fiscal year following the Medical Screening

Medical test and all results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the team's designated physician, facility or agency.

PROCEDURE:

Initial training to Technician level will be provided to new team members as a unit. Off-duty members will be paid for all hours of required training. On-duty members will be on a delayed-response basis. The positions of the additional members assigned to this training will be covered by shift coverage. The initial Technician level training will be conducted as a minimum eighty-(80) hour program. The team members with certification as well as those without will be required to attend this initial program.

Members interested in a Haz Mat Team assignment must agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (pass test, maintain certification, annual recertification, medical screening).

The NFR will train adequate members in order to maintain a regular five-member Haz Mat team available on a daily basis.

In the event more members sign for the team than this pre-determined staffing allows, the member with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

The NFR will retain the right to make assignments, regular and alternate, to the team based on seniority. The City and the Union have mutually agreed on a method to fill Haz Mat Team assignments, which is shown in Appendix E.

REQUIRED:

There must be adequate personnel (members and alternates) trained by this procedure to the Technician level to maintain the regular team.

All future Technician level members will first be designated as alternates.

In order to assure a ready pool of available Technician-level personnel, during the annual recertification process, the NFR will continue to train adequate additional personnel to fill any vacancies which may occur on the Haz Mat team. However, if at any time the number of trained and available team members falls below thirty (30), a posting for the vacant positions will occur within two (2) business days for ten (10) days. The screening and training process will begin within seven (7) days of the closure of posting.

During the annual recertification period, members who may wish will be allowed to be screened and trained based on seniority.

Drivers assigned to any apparatus under Article 36, Paragraph E.1., which may be used with the team, will not be required to meet any further qualification.

STIPEND:

All NFR members who complete the Haz Mat Awareness Operational/ Decon level of training, will receive a weekly amount equal to one-half (½) their hourly rate, as

a stipend for this certification, refer to Article 13, Section H.1. Change effective July 1, 2012.

Regular team members (as defined/assigned daily) will receive a weekly amount equal to 1 times their hourly rate, as a stipend for this assignment.

Limit: 32 Members 8 Officers 24 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Effective January 6, 2013 – One (1) Captain will be regularly assigned as the Haz Mat Team Captain in addition to the Captain assigned to each Station.

Alternate team members (not assigned daily to the regular team) will receive a weekly amount equal to one half their hourly rate, as a stipend for this assignment.

Limit: 36 Members 8 Officers 28 Fire Fighters

This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

Specialists qualified at the Technician level and assigned to Haz Mat duties will be designated as additional alternates with the appropriate pay rate provided. This stipend shall be granted only for that period of time for which sufficient funding is received by Nashua Fire Rescue from sources other than the City of Nashua Operating Budget to fully fund the Nashua Fire Rescue Regional Hazmat team.

C. Permanent Station Assignments:

Permanent Captain Station Assignments will be made available. Up to one (1) position at each station will be allowed. (2 years in grade min.)

Permanent Lieutenant Station Assignments will be made available. (3 years in grade min.)

Fire Fighter positions at each station on each group will be designated for Permanent Station Assignment. (4 years min.) One fire fighter position at each station, on each group will be left unsigned

Station assignment for officers will be made by time in grade seniority.

Each permanent station assignment will be available to all eligible employees annually. Employees will sign for the positions in order of their time in grade seniority and the union will furnish the department with a list of the available positions at each station and the employees assigned to them by December 15th. Transfers as a result of this annual re-signing will occur on the first cycle change after January 1st.

The implementation of this process will take place on the 1st cycle change after the signing of this agreement or the first cycle change after July 1, 2012, whichever comes later. The assignments will then stand until the first cycle change after January 1, 2014.

If the NFR chooses to designate special or technical duties at a station:

1. The station and designation will be posted before the signing/bidding process begins.

2. The NFR will make the required training available. The member will be required to participate while on duty and will be required to be certified if necessary in order to maintain the chosen station assignment.

Employees assigned to a specialty station upon the signing of this agreement shall be permitted to retain that assignment until they exercise their option to sign for a different station assignment. Vacancies as a result of such an action will then be filled by time in grade consistent with the process detailed in this Article.

The NFR reserves the right to assign the group designations for these Station Assignments.

When vacancies occur in the station-assignment positions, qualified members will be allowed to fill those vacancies based on their seniority and the provisions of this Article 36.

However, drivers assigned under Article 36, Paragraph E.1. will not be required to meet any further qualification.

When a vacancy occurs in the Station assignment classifications, the Fire Private with the greatest seniority or Fire Officer with the greatest time in that grade, who signs the posting shall be given the first opportunity to fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If any person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the position for a period of six (6) months, then the person shall be considered qualified and assigned to the station. Otherwise the employee shall be returned to the employee's prior position. All such vacancies shall be posted for ten (10) days before being filled. However, the initial period shall include three (3) postings in order to insure that the assignment has gone to the senior person wishing to fill the positions. If a driver wishes to transfer to station assignment position, he/she will state his/her desire in writing and process the request to the Chief. The Department will post that position in accordance with the provisions of Article 36, Paragraph E.1.

The Chief or his/her designee has the right to transfer, for just cause, employees assigned under this clause, after a hearing for that purpose.

Any employee assigned under this clause may request transfer after having been awarded permanent station assignment.

Should a driving position open, a Private assigned under this Article 36 cannot be required to accept the driving position.

D. Water Emergency Dive Team

D.1. Dive Team Organizational Structure: All members of the rescue team will be Nashua Fire Rescue members, and the recovery team will be Nashua Police Department members, both departments will make-up the "City of Nashua Water Emergency Dive Team". The Dive Team could be used to assist other communities.

D.2. Medical Screening: Any member who is interested in serving on the "Dive Team" will consent to being medically screened by the designated Physician. The medical screening will be designated to evaluate the member's fitness for the "Dive Team" assignment. The complete screening criteria will be made available for the member's to review before the screening takes place.

Each year prior to the “Medical Screening” members will agree in writing to participate with the “Dive Team” for the fiscal year following the Medical screening.

Medical test and results will be kept confidential between the Physician and the member. If after the medical screening the member chooses to be an active team participant, then those medical records will be maintained and supervised by the teams designated physician, facility or agency.

D.3. Procedure: Nashua Fire Rescue will post for the team assignment and will initially train twenty members in order to maintain a regular four member Rescue Dive Team available on a daily basis.

Limit: 40 Members 10 – Officers 30 – Fire Fighters

One Captain will be regularly assigned as the Dive Team Captain

In the event more members sign for the team than this pre-determined staffing allows, the members with the most seniority will be allowed to continue in the training process for certification and regular assignment, provided medical screening shows qualified.

In order to participate in the initial “Rescue Dive Team” training members must be Padi/Naui “Open Water Certified”. Prior to the initial “Rescue Dive Team” training to ensure a sufficient number of members are available for team operation the Fire Department agrees to make the “Open Water” certification program available. The “Open Water” certification program will be offered during regular duty hours and qualified on duty members will be allowed to participate.

It is agreed that all members of the team will be at a base level of training, that being Padi/Naui Basic Open Water certified prior to start of Rescue Dive Training. In the event that a member who signs for the team is not certified the department agrees to provide Educational Assistance per Article 31, and no over-time will be paid for all hours of required training. The base level the Initial training for the Rescue Dive Team will be provided to all team members as a unit. Off duty members will be paid for all hours of required training. On duty members will be on a delayed response basis. The initial Dive team training will be conducted, and cover the following areas:

- Dry Suit Use

- Aga Mask Use
- Small Boat Operations
- Public Safety Diver
- Large Area Search

This initial Dive Team will take 80 hours to cover all the material, and to organize the fire and police department members as a team. Do to the variety of emergencies that the Dive Team may have to operate in. It is agreed that additional training will be provided. Those programs are Underwater Vehicle Extrication, Swift Water Operation, Ice Dive Rescue, and Black Water Operation, and this training will be done within two years of the team's inception.

Members interested in a Dive Team assignment agree to participate in the required training and agree to fill any position on the team when qualified.

Members must be certified to receive stipend (Pass test, maintain certifications, medical screening.)

D.4. Required: There must be a minimum of 6 Privates and officers trained by this procedure for the Dive Team to be assigned.

NFR agrees to provide all equipment required for the Dive Team members to dive in dry suits, with full face protection (Aga Mask) and any other associated equipment.

NFR agrees that they will provide a minimum of four (4) 8 hour teams drills each year, so to jointly train with the Nashua Police Department Dive Team.

Drivers assigned under Article 36, Paragraph E.1. which may be used with the team, will not be required to meet any further qualifications.

D.5. Stipend: All NFR members who complete the Dive Tender/Boat Operator training, will be granted one half (1/2) time hourly rate weekly.

Dive Team members will receive a weekly amount equal to one (1) times their hourly rate, as a stipend for this assignment.

E.1. When a new position is created or when a vacancy occurs in the Driver classification, other than for driver of a Deputy's car, the Fire Private with the greatest seniority who signs the posting shall be given the first opportunity to

fill the vacancy unless he/she is shown not to be qualified prior to filling the vacancy. If that person does not take the opportunity or is shown not to be qualified, then it will be offered in the same manner in order of seniority, until the position is filled. In the event that an employee is selected and remains in the position for a period of six (6) months, then that person shall be considered qualified and assigned to the job. Otherwise the employee shall be returned to the employee's prior position. Vacant driving positions shall be filled on the first cycle change after January 1st and July 1st annually. The union shall post all such vacancies for ten (10) days before being filled. If one or more persons sign the posting, the provisions for filling the position will be followed. If a person who signs the posting is chosen to fill the position, then the requested transfer will be allowed. If a driver wishes to transfer to a back-end (nozzle person) position, he/she will state his/her desire in writing and process the request to the union and he/she will be transferred to a back-end position at the beginning of the next eight (8) week cycle.

E.2. In the event the Department determines that Fire Officers shall be assigned to drive the Deputies' cars, the assignments shall be offered first to Fire Officers on a voluntary basis, subject to the approval of the Chief and Deputy. In the absence of volunteers, the assignments shall be made among the permanent fire officers of the Department by the Chief and Deputy Chiefs.

E.3. In the event the Department determines that Fire Privates shall be assigned to drive the Deputies' cars, the assignments shall be made in accordance with E.1. above, provided that without regard to the provisions of E.1. all such assignments shall be subject to the approval of the Chief and Deputy Chiefs.

E.4. Any Specialist or Dispatcher may be returned to any position which he or she has formerly held as a Fire Private or Dispatcher, providing there is an opening for that former position and he/she meets the qualifications for that former position as determined by the Fire Commissioners.

Article 37 – RESIDENCY

A. Employees hired before May 1, 1996. There shall be no residency requirement for employees hired prior to May 1, 1996 provided that such employees shall be required to respond to any overtime or call back within one hour's time. If the employee is unable to respond within the one-hour time limit, that employee will be considered as not having reported for duty and no compensation will be due them. This pertains to all overtime situations except

those overtime assignments made when the employee is on shift and requested to work additional hours.

B. Employees hired after May 1, 1996. Employees are encouraged to reside within a fifteen (15) mile radius of the Fire Department headquarters. Any employee who does not meet this residency requirement will not be called for overtime unless in the opinion of the Chief or designee that employee's services are needed. Notwithstanding anything to the contrary, any employee who does not respond to a call for duty within one hour shall be considered as not having reported for duty and no compensation will be due them.

Article 38 - SAVINGS CLAUSE

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

Article 39 - DURATION AND EFFECT

A. This Agreement, upon bearing the signatures of the authorized people representing the Union and the City, shall be effective as of July 1, 2019, and will remain in effect through June 30, 2023. Provided however, that on June 30, 2023, and on each June 30th thereafter, this Agreement shall be deemed renewed and extended for the ensuing year unless one hundred and twenty (120) days or more prior to budget submission date, either party shall have delivered to the other notice of its desire not to have the Agreement in its then form renewed. Such notice shall be deemed delivered if and when mailed, postage prepaid, addressed to the last address of the addressee, which is known to the sender of this notice. If such notice shall be sent, the parties shall negotiate for a new Agreement or modification thereof, and the terms hereof shall continue to apply until the new or modified Agreement is executed or the existing Agreement terminated; upon thirty days' notice by either party.

B. Should neither party to this Agreement send a notice of termination as described in Paragraph A above, this Agreement will be considered to have been automatically renewed for another year from effective date of Agreement.

C. Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce to this Agreement,

it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties, signatories to the Agreement, thirty (30) days before the beginning of discussions of the Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on this _____ day of _____, 2020.

Signed, sealed and delivered in the presence of:

Nashua, NH City Employees
Nashua, NH, Fire Fighters Assn.
Local 789, International
Association of Fire Fighters:

City of Nashua, New Hampshire:

Mayor

Board of Fire Commissioners:

Witnesses for the Union:

Witnesses for the City:

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108
	49,937	52,460	55,108	57,892	60,156	60,754	61,365	61,977	62,599
Firefighter - Certified 1		211	212	213	214	215	216	217	218
		53,709	56,420	59,270	61,587	62,202	62,826	63,453	64,088
Firefighter - Certified 2		221	222	223	224	225	226	227	228
		53,568	57,462	61,638	65,477	66,130	66,791	67,460	68,135
Firefighter - Certified 3		231	232	233	234	235	236	237	238
		54,843	58,830	63,106	67,035	67,704	68,383	69,066	69,757

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatcher*	100	101	102	103	104	105	106	107	108
	49,937	52,460	55,108	57,892	60,156	60,754	61,365	61,977	62,599
Dispatcher - Certified 1		211	212	213	214	215	216	217	218
		53,568	56,420	59,270	61,587	62,202	62,826	63,453	64,088
Dispatcher - Certified 2		221	222	223	224	225	226	227	228
		53,709	57,462	61,638	65,477	66,130	66,791	67,460	68,135
Dispatcher - Certified 3		231	232	233	234	235	236	237	238
		54,843	58,830	63,106	67,035	67,704	68,383	69,066	69,757

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>
Certified 3	<i>100 Milliamp System and Certified 1 and Certified 2</i>

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatch Supervisor*		302	303	304	305	306	307	308
		74,365	75,108	75,858	76,620	77,387	78,157	78,941
Dispatch Supervisor - Certified 1		412	413	414	415	416	417	418
		75,110	75,862	76,620	77,387	78,159	78,941	79,732
Dispatch Supervisor - Certified 2		422	423	424	425	426	427	428
		76,135	76,896	77,665	78,444	79,229	80,019	80,820
Dispatch Supervisor - Certified 3		432	433	434	435	436	437	438
		76,898	77,668	78,444	79,229	80,021	80,820	81,629

Certified 1	<i>NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff</i>
Certified 2	<i>APCO Communications Training Officer and Certified 1</i>
Certified 3	<i>APCO Communications Center Supervisor and Certified 1 and Certified 2</i>

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant		303	304	305	306	307	308
		75,108	75,858	76,620	77,387	78,157	78,941
Lieutenant - Certified 1		413	414	415	416	417	418
		76,896	77,665	78,444	79,229	80,019	80,820
Lieutenant - Certified 2		423	424	425	426	427	428
		75,862	76,620	77,387	78,159	78,941	79,732
Lieutenant - Certified 3		433	434	435	436	437	438
		77,668	78,444	79,229	80,021	80,820	81,629

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer 1</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours		3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade
Captain		503	504	505	506	507	508
		83,047	83,877	84,717	85,563	86,420	87,284
Captain - Certified 1		613	614	615	616	617	618
		85,024	85,874	86,733	87,600	88,476	89,363
Captain - Certified 2		623	624	625	626	627	628
		83,879	84,718	85,564	86,421	87,285	88,157
Captain - Certified 3		633	634	635	636	637	638
		85,875	86,734	87,602	88,477	89,364	90,257

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer I & II NIMS 400</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal		702	703	704	705	706	707	708
		90,802	91,711	92,629	93,555	94,490	95,434	96,388
Fire Marshal - Certified 1		812	813	814	815	816	817	818
		93,072	94,004	94,944	95,893	96,853	97,821	98,797
Fire Marshal - Certified 2		822	823	824	825	826	827	828
		91,712	92,628	93,555	94,490	95,434	96,389	97,355
Fire Marshal - Certified 3		832	833	834	835	836	837	838
		94,005	94,943	95,893	96,853	97,821	98,798	99,788

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Inspector II and Fire Investigator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Inspector/Investigator (Asst. Supt. Fire Marshal)		502	503	504	505	506	507	508
		82,224	83,047	83,877	84,717	85,563	86,420	87,284
Inspector/Investigator - Certified 1		612	613	614	615	616	617	618
		84,281	85,123	85,974	86,834	87,703	88,579	89,466
Inspector/Investigator - Certified 2		622	623	624	625	626	627	628
		83,048	83,879	84,718	85,564	86,421	87,285	88,157
Inspector/Investigator - Certified 3		632	633	634	635	636	637	638
		85,124	85,975	86,836	87,704	88,582	89,467	90,362

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Fire Investigator</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Inspector/Investigator/Pub Ed Officer		302	303	304	305	306	307	308
		74,365	75,108	75,858	76,620	77,387	78,157	78,941
Inspector/Investigator/Pub Ed Officer - Certified 1		412	413	414	415	416	417	418
		76,224	76,985	77,757	78,536	79,321	80,111	80,915
Inspector/Investigator/Pub Ed Officer - Certified 2		422	423	424	425	426	427	428
		75,110	75,862	76,620	77,387	78,159	78,941	79,732
Inspector/Investigator/Pub Ed Officer - Certified 3		432	433	434	435	436	437	438
		76,988	77,759	78,536	79,321	80,113	80,915	81,725

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Public Fire and Life Safety Educator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Captain Training/Safety		702	703	704	705	706	707	708
		90,802	91,711	92,629	93,555	94,490	95,434	96,388
Captain Training/Safety - Certified 1		812	813	814	815	816	817	818
		93,072	94,004	94,944	95,893	96,853	97,821	98,797
Captain Training/Safety - Certified 2		822	823	824	825	826	827	828
		91,712	92,628	93,555	94,490	95,434	96,389	97,355
Captain Training/Safety - Certified 3		832	833	834	835	836	837	838
		94,005	94,943	95,893	96,853	97,821	98,798	99,788

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Lieutenant Training/Safety (Asst. Supt. Training Div)		502	503	504	505	506	507	508
		82,224	83,047	83,877	84,717	85,563	86,420	87,284
Lieutenant Training/Safety - Certified 1		612	613	614	615	616	617	618
		84,281	85,123	85,974	86,834	87,703	88,579	89,466
Lieutenant Training/Safety - Certified 2		622	623	624	625	626	627	628
		83,048	83,879	84,718	85,564	86,421	87,285	88,157
Lieutenant Training/Safety - Certified 3		632	633	634	635	636	637	638
		85,124	85,975	86,836	87,704	88,582	89,467	90,362

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Instructor I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm		502	503	504	505	506	507	508
		82,224	83,047	83,877	84,717	85,563	86,420	87,284
Asst. Superintendent of Fire Alarm - Certified 1		612	613	614	615	616	617	618
		84,281	85,123	85,974	86,834	87,703	88,579	89,466
Asst. Superintendent of Fire Alarm - Certified 2		622	623	624	625	626	627	628
		83,048	83,879	84,718	85,564	86,421	87,285	88,157
Asst. Superintendent of Fire Alarm - Certified 3		632	633	634	635	636	637	638
		85,124	85,975	86,836	87,704	88,581	89,467	90,362

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm		702	703	704	705	706	707	708
		90,802	91,711	92,629	93,555	94,490	95,434	96,388
Superintendent of Fire Alarm - Certified 1		812	813	814	815	816	817	818
		93,072	94,004	94,944	95,893	96,853	97,821	98,797
Superintendent of Fire Alarm - Certified 2		822	823	824	825	826	827	828
		91,712	92,628	93,555	94,490	95,434	96,389	97,355
Superintendent of Fire Alarm - Certified 3		832	833	834	835	836	837	838
		94,005	94,943	95,893	96,853	97,821	98,798	99,788

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet		702	703	704	705	706	707	708
		90,802	91,711	92,629	93,555	94,490	95,434	96,388
Superintendent of Fleet - Certified 1		812	813	814	815	816	817	818
		93,072	94,004	94,944	95,893	96,853	97,821	98,797
Superintendent of Fleet - Certified 2		822	823	824	825	826	827	828
		91,712	92,628	93,555	94,490	95,434	96,389	97,355
Superintendent of Fleet - Certified 3		832	833	834	835	836	837	838
		94,005	94,943	95,893	96,853	97,821	98,798	99,788

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet		502	503	504	505	506	507	508
		82,224	83,047	83,877	84,717	85,563	86,420	87,284
Asst. Superintendent of Fleet - Certified 1		612	613	614	615	616	617	618
		84,281	85,123	85,974	86,834	87,703	88,579	89,466
Asst. Superintendent of Fleet - Certified 2		622	623	624	625	626	627	628
		83,048	83,879	84,718	85,564	86,421	87,285	88,157
Asst. Superintendent of Fleet - Certified 3		632	633	634	635	636	637	638
		85,124	85,975	86,836	87,704	88,581	89,467	90,362

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	72,888	73,628	74,365	75,108	75,858	76,620	77,387	78,157	78,941
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	74,721	75,469	76,224	76,985	77,757	78,536	79,321	80,111	80,915
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	73,630	74,367	75,110	75,862	76,620	77,387	78,159	78,941	79,732
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	75,471	76,226	76,988	77,759	78,536	79,321	80,113	80,915	81,725

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108
	51,685	54,296	57,036	59,919	62,261	62,881	63,512	64,146	64,790
Firefighter - Certified 1		211	212	213	214	215	216	217	218
		55,589	58,394	61,345	63,743	64,379	65,025	65,674	66,331
Firefighter - Certified 2		221	222	223	224	225	226	227	228
		55,443	59,473	63,795	67,768	68,445	69,129	69,821	70,520
Firefighter - Certified 3		231	232	233	234	235	236	237	238
		56,762	60,889	65,314	69,381	70,074	70,776	71,483	72,199

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatcher*	100	101	102	103	104	105	106	107	108
	51,685	54,296	57,036	59,919	62,261	62,881	63,512	64,146	64,790
Dispatcher - Certified 1		211	212	213	214	215	216	217	218
		55,443	58,394	61,345	63,743	64,379	65,025	65,674	66,331
Dispatcher - Certified 2		221	222	223	224	225	226	227	228
		55,589	59,473	63,795	67,768	68,445	69,129	69,821	70,520
Dispatcher - Certified 3		231	232	233	234	235	236	237	238
		56,762	60,889	65,314	69,381	70,074	70,776	71,483	72,199

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>
Certified 3	<i>100 Milliamp System and Certified 1 and Certified 2</i>

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatch Supervisor*		302	303	304	305	306	307	308
		76,967	77,737	78,513	79,301	80,096	80,892	81,704
Dispatch Supervisor - Certified 1		412	413	414	415	416	417	418
		77,739	78,517	79,301	80,096	80,894	81,704	82,522
Dispatch Supervisor - Certified 2		422	423	424	425	426	427	428
		78,800	79,587	80,383	81,189	82,002	82,820	83,649
Dispatch Supervisor - Certified 3		432	433	434	435	436	437	438
		79,590	80,386	81,189	82,002	82,822	83,649	84,486

Certified 1	<i>NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff</i>
Certified 2	<i>APCO Communications Training Officer and Certified 1</i>
Certified 3	<i>APCO Communications Center Supervisor and Certified 1 and Certified 2</i>

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant		303	304	305	306	307	308
		77,737	78,513	79,301	80,096	80,892	81,704
Lieutenant - Certified 1		413	414	415	416	417	418
		79,587	80,383	81,189	82,002	82,820	83,649
Lieutenant - Certified 2		423	424	425	426	427	428
		78,517	79,301	80,096	80,894	81,704	82,522
Lieutenant - Certified 3		433	434	435	436	437	438
		80,386	81,189	82,002	82,822	83,649	84,486

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer 1</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours						3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
						Grade	Grade	Grade	Grade	Grade	Grade
Captain						503	504	505	506	507	508
						85,953	86,813	87,682	88,558	89,444	90,339
Captain - Certified 1						613	614	615	616	617	618
						88,000	88,879	89,769	90,666	91,573	92,491
Captain - Certified 2						623	624	625	626	627	628
						86,814	87,683	88,559	89,445	90,340	91,243
Captain - Certified 3						633	634	635	636	637	638
						88,880	89,770	90,668	91,574	92,492	93,416

Certified 1 *EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon*

Certified 2 *Fire Officer I & II NIMS 400*

Certified 3 *Certified 1 and Certified 2*

Base 2080 Hours						2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
						Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal						702	703	704	705	706	707	708
						93,980	94,921	95,871	96,830	97,798	98,774	99,761
Fire Marshal - Certified 1						812	813	814	815	816	817	818
						96,329	97,294	98,267	99,250	100,243	101,245	102,255
Fire Marshal - Certified 2						822	823	824	825	826	827	828
						94,922	95,870	96,830	97,798	98,774	99,762	100,762
Fire Marshal - Certified 3						832	833	834	835	836	837	838
						97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1 *EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon*

Certified 2 *Inspector II and Fire Investigator I*

Certified 3 *Certified 1 and Certified 2*

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)		502	503	504	505	506	507	508
		85,102	85,953	86,813	87,682	88,558	89,444	90,339
Inspector/Investigator - Certified 1		612	613	614	615	616	617	618
		87,231	88,103	88,983	89,874	90,773	91,679	92,598
Inspector/Investigator - Certified 2		622	623	624	625	626	627	628
		85,954	86,814	87,683	88,559	89,445	90,340	91,243
Inspector/Investigator - Certified 3		632	633	634	635	636	637	638
		88,104	88,984	89,875	90,774	91,682	92,599	93,524

Certified 1 *EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon*

Certified 2 *Fire Inspector I and Fire Investigator*

Certified 3 *Certified 1 and Certified 2*

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer		302	303	304	305	306	307	308
		76,967	77,737	78,513	79,301	80,096	80,892	81,704
Inspector/Investigator/Pub Ed Officer - Certified 1		412	413	414	415	416	417	418
		78,891	79,679	80,478	81,284	82,097	82,915	83,747
Inspector/Investigator/Pub Ed Officer - Certified 2		422	423	424	425	426	427	428
		77,739	78,517	79,301	80,096	80,894	81,704	82,522
Inspector/Investigator/Pub Ed Officer - Certified 3		432	433	434	435	436	437	438
		79,683	80,480	81,284	82,097	82,917	83,747	84,585

Certified 1 *EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon*

Certified 2 *Fire Inspector I and Public Fire and Life Safety Educator I*

Certified 3 *Certified 1 and Certified 2*

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety		702	703	704	705	706	707	708
		93,980	94,921	95,871	96,830	97,798	98,774	99,761
Captain Training/Safety - Certified 1		812	813	814	815	816	817	818
		96,329	97,294	98,267	99,250	100,243	101,245	102,255
Captain Training/Safety - Certified 2		822	823	824	825	826	827	828
		94,922	95,870	96,830	97,798	98,774	99,762	100,762
Captain Training/Safety - Certified 3		832	833	834	835	836	837	838
		97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)		502	503	504	505	506	507	508
		85,102	85,953	86,813	87,682	88,558	89,444	90,339
Lieutenant Training/Safety - Certified 1		612	613	614	615	616	617	618
		87,231	88,103	88,983	89,874	90,773	91,679	92,598
Lieutenant Training/Safety - Certified 2		622	623	624	625	626	627	628
		85,954	86,814	87,683	88,559	89,445	90,340	91,243
Lieutenant Training/Safety - Certified 3		632	633	634	635	636	637	638
		88,104	88,984	89,875	90,774	91,682	92,599	93,524

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Instructor I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm		502	503	504	505	506	507	508
		85,102	85,953	86,813	87,682	88,558	89,444	90,339
Asst. Superintendent of Fire Alarm - Certified 1		612	613	614	615	616	617	618
		87,231	88,103	88,983	89,874	90,773	91,679	92,598
Asst. Superintendent of Fire Alarm - Certified 2		622	623	624	625	626	627	628
		85,954	86,814	87,683	88,559	89,445	90,340	91,243
Asst. Superintendent of Fire Alarm - Certified 3		632	633	634	635	636	637	638
		88,104	88,984	89,875	90,774	91,681	92,599	93,524

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm		702	703	704	705	706	707	708
		93,980	94,921	95,871	96,830	97,798	98,774	99,761
Superintendent of Fire Alarm - Certified 1		812	813	814	815	816	817	818
		96,329	97,294	98,267	99,250	100,243	101,245	102,255
Superintendent of Fire Alarm - Certified 2		822	823	824	825	826	827	828
		94,922	95,870	96,830	97,798	98,774	99,762	100,762
Superintendent of Fire Alarm - Certified 3		832	833	834	835	836	837	838
		97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet		702	703	704	705	706	707	708
		93,980	94,921	95,871	96,830	97,798	98,774	99,761
Superintendent of Fleet - Certified 1		812	813	814	815	816	817	818
		96,329	97,294	98,267	99,250	100,243	101,245	102,255
Superintendent of Fleet - Certified 2		822	823	824	825	826	827	828
		94,922	95,870	96,830	97,798	98,774	99,762	100,762
Superintendent of Fleet - Certified 3		832	833	834	835	836	837	838
		97,295	98,266	99,250	100,243	101,245	102,256	103,281

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet		502	503	504	505	506	507	508
		85,102	85,953	86,813	87,682	88,558	89,444	90,339
Asst. Superintendent of Fleet - Certified 1		612	613	614	615	616	617	618
		87,231	88,103	88,983	89,874	90,773	91,679	92,598
Asst. Superintendent of Fleet - Certified 2		622	623	624	625	626	627	628
		85,954	86,814	87,683	88,559	89,445	90,340	91,243
Asst. Superintendent of Fleet - Certified 3		632	633	634	635	636	637	638
		88,104	88,984	89,875	90,774	91,681	92,599	93,524

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	75,439	76,205	76,967	77,737	78,513	79,301	80,096	80,892	81,704
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	77,337	78,110	78,891	79,679	80,478	81,284	82,097	82,915	83,747
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	76,207	76,970	77,739	78,517	79,301	80,096	80,894	81,704	82,522
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	78,112	78,894	79,683	80,480	81,284	82,097	82,917	83,747	84,585

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108
	53,493	56,196	59,033	62,016	64,441	65,082	65,735	66,391	67,057
Firefighter - Certified 1		211	212	213	214	215	216	217	218
		57,534	60,438	63,492	65,974	66,632	67,301	67,972	68,653
Firefighter - Certified 2		221	222	223	224	225	226	227	228
		57,384	61,554	66,028	70,140	70,840	71,548	72,265	72,988
Firefighter - Certified 3		231	232	233	234	235	236	237	238
		58,749	63,020	67,600	71,809	72,526	73,254	73,985	74,726

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatcher*	100	101	102	103	104	105	106	107	108
	53,493	56,196	59,033	62,016	64,441	65,082	65,735	66,391	67,057
Dispatcher - Certified 1		211	212	213	214	215	216	217	218
		57,384	60,438	63,492	65,974	66,632	67,301	67,972	68,653
Dispatcher - Certified 2		221	222	223	224	225	226	227	228
		57,534	61,554	66,028	70,140	70,840	71,548	72,265	72,988
Dispatcher - Certified 3		231	232	233	234	235	236	237	238
		58,749	63,020	67,600	71,809	72,526	73,254	73,985	74,726

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>
Certified 3	<i>100 Miliamp System and Certified 1 and Certified 2</i>

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatch Supervisor*		302	303	304	305	306	307	308
		79,661	80,457	81,261	82,077	82,899	83,723	84,564
Dispatch Supervisor - Certified 1		412	413	414	415	416	417	418
		80,460	81,265	82,077	82,899	83,726	84,564	85,411
Dispatch Supervisor - Certified 2		422	423	424	425	426	427	428
		81,558	82,373	83,196	84,031	84,872	85,718	86,577
Dispatch Supervisor - Certified 3		432	433	434	435	436	437	438
		82,375	83,200	84,031	84,872	85,721	86,577	87,443

Certified 1	<i>NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff</i>
Certified 2	<i>APCO Communications Training Officer and Certified 1</i>
Certified 3	<i>APCO Communications Center Supervisor and Certified 1 and Certified 2</i>

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant		303	304	305	306	307	308
		80,457	81,261	82,077	82,899	83,723	84,564
Lieutenant - Certified 1		413	414	415	416	417	418
		82,373	83,196	84,031	84,872	85,718	86,577
Lieutenant - Certified 2		423	424	425	426	427	428
		81,265	82,077	82,899	83,726	84,564	85,411
Lieutenant - Certified 3		433	434	435	436	437	438
		83,200	84,031	84,872	85,721	86,577	87,443

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer 1</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours							3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
							Grade	Grade	Grade	Grade	Grade	Grade
Captain							503	504	505	506	507	508
							88,962	89,852	90,751	91,658	92,575	93,501
Captain - Certified 1							613	614	615	616	617	618
							91,080	91,990	92,911	93,839	94,778	95,728
Captain - Certified 2							623	624	625	626	627	628
							89,853	90,752	91,659	92,576	93,502	94,436
Captain - Certified 3							633	634	635	636	637	638
							91,991	92,912	93,841	94,779	95,729	96,686

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer I & II NIMS 400</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours							2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
							Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal							702	703	704	705	706	707	708
							97,269	98,243	99,227	100,219	101,221	102,232	103,253
Fire Marshal - Certified 1							812	813	814	815	816	817	818
							99,701	100,699	101,707	102,723	103,751	104,788	105,833
Fire Marshal - Certified 2							822	823	824	825	826	827	828
							98,244	99,226	100,219	101,221	102,232	103,254	104,289
Fire Marshal - Certified 3							832	833	834	835	836	837	838
							100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Inspector II and Fire Investigator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)		502	503	504	505	506	507	508
		88,081	88,962	89,852	90,751	91,658	92,575	93,501
Inspector/Investigator - Certified 1		612	613	614	615	616	617	618
		90,284	91,186	92,098	93,019	93,950	94,888	95,839
Inspector/Investigator - Certified 2		622	623	624	625	626	627	628
		88,963	89,853	90,752	91,659	92,576	93,502	94,436
Inspector/Investigator - Certified 3		632	633	634	635	636	637	638
		91,187	92,099	93,020	93,951	94,891	95,840	96,798

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Fire Investigator</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer		302	303	304	305	306	307	308
		79,661	80,457	81,261	82,077	82,899	83,723	84,564
Inspector/Investigator/Pub Ed Officer - Certified 1		412	413	414	415	416	417	418
		81,653	82,468	83,295	84,129	84,971	85,817	86,678
Inspector/Investigator/Pub Ed Officer - Certified 2		422	423	424	425	426	427	428
		80,460	81,265	82,077	82,899	83,726	84,564	85,411
Inspector/Investigator/Pub Ed Officer - Certified 3		432	433	434	435	436	437	438
		82,471	83,297	84,129	84,971	85,819	86,678	87,546

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Public Fire and Life Safety Educator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety		702	703	704	705	706	707	708
		97,269	98,243	99,227	100,219	101,221	102,232	103,253
Captain Training/Safety - Certified 1		812	813	814	815	816	817	818
		99,701	100,699	101,707	102,723	103,751	104,788	105,833
Captain Training/Safety - Certified 2		822	823	824	825	826	827	828
		98,244	99,226	100,219	101,221	102,232	103,254	104,289
Captain Training/Safety - Certified 3		832	833	834	835	836	837	838
		100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)		502	503	504	505	506	507	508
		88,081	88,962	89,852	90,751	91,658	92,575	93,501
Lieutenant Training/Safety - Certified 1		612	613	614	615	616	617	618
		90,284	91,186	92,098	93,019	93,950	94,888	95,839
Lieutenant Training/Safety - Certified 2		622	623	624	625	626	627	628
		88,963	89,853	90,752	91,659	92,576	93,502	94,436
Lieutenant Training/Safety - Certified 3		632	633	634	635	636	637	638
		91,187	92,099	93,020	93,951	94,891	95,840	96,798

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Instructor I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm		502	503	504	505	506	507	508
		88,081	88,962	89,852	90,751	91,658	92,575	93,501
Asst. Superintendent of Fire Alarm - Certified 1		612	613	614	615	616	617	618
		90,284	91,186	92,098	93,019	93,950	94,888	95,839
Asst. Superintendent of Fire Alarm - Certified 2		622	623	624	625	626	627	628
		88,963	89,853	90,752	91,659	92,576	93,502	94,436
Asst. Superintendent of Fire Alarm - Certified 3		632	633	634	635	636	637	638
		91,187	92,099	93,020	93,951	94,890	95,840	96,798

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm		702	703	704	705	706	707	708
		97,269	98,243	99,227	100,219	101,221	102,232	103,253
Superintendent of Fire Alarm - Certified 1		812	813	814	815	816	817	818
		99,701	100,699	101,707	102,723	103,751	104,788	105,833
Superintendent of Fire Alarm - Certified 2		822	823	824	825	826	827	828
		98,244	99,226	100,219	101,221	102,232	103,254	104,289
Superintendent of Fire Alarm - Certified 3		832	833	834	835	836	837	838
		100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet		702	703	704	705	706	707	708
		97,269	98,243	99,227	100,219	101,221	102,232	103,253
Superintendent of Fleet - Certified 1		812	813	814	815	816	817	818
		99,701	100,699	101,707	102,723	103,751	104,788	105,833
Superintendent of Fleet - Certified 2		822	823	824	825	826	827	828
		98,244	99,226	100,219	101,221	102,232	103,254	104,289
Superintendent of Fleet - Certified 3		832	833	834	835	836	837	838
		100,700	101,706	102,723	103,751	104,788	105,835	106,895

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet		502	503	504	505	506	507	508
		88,081	88,962	89,852	90,751	91,658	92,575	93,501
Asst. Superintendent of Fleet - Certified 1		612	613	614	615	616	617	618
		90,284	91,186	92,098	93,019	93,950	94,888	95,839
Asst. Superintendent of Fleet - Certified 2		622	623	624	625	626	627	628
		88,963	89,853	90,752	91,659	92,576	93,502	94,436
Asst. Superintendent of Fleet - Certified 3		632	633	634	635	636	637	638
		91,187	92,099	93,020	93,951	94,890	95,840	96,798

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	78,079	78,872	79,661	80,457	81,261	82,077	82,899	83,723	84,564
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	80,043	80,844	81,653	82,468	83,295	84,129	84,971	85,817	86,678
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	78,874	79,663	80,460	81,265	82,077	82,899	83,726	84,564	85,411
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	80,846	81,655	82,471	83,297	84,129	84,971	85,819	86,678	87,546

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108
	55,366	58,163	61,099	64,186	66,696	67,360	68,036	68,715	69,404
Firefighter - Certified 1		211	212	213	214	215	216	217	218
		59,548	62,554	65,714	68,283	68,964	69,656	70,351	71,056
Firefighter - Certified 2		221	222	223	224	225	226	227	228
		59,392	63,709	68,339	72,595	73,320	74,052	74,794	75,542
Firefighter - Certified 3		231	232	233	234	235	236	237	238
		60,805	65,226	69,966	74,323	75,065	75,817	76,575	77,341

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 1/1/2012</i>
Certified 2	<i>Firefighter Level III or Introduction to Technical Rescue or Equivalent</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatcher*	100	101	102	103	104	105	106	107	108
	55,366	58,163	61,099	64,186	66,696	67,360	68,036	68,715	69,404
Dispatcher - Certified 1		211	212	213	214	215	216	217	218
		59,392	62,554	65,714	68,283	68,964	69,656	70,351	71,056
Dispatcher - Certified 2		221	222	223	224	225	226	227	228
		59,548	63,709	68,339	72,595	73,320	74,052	74,794	75,542
Dispatcher - Certified 3		231	232	233	234	235	236	237	238
		60,805	65,226	69,966	74,323	75,065	75,817	76,575	77,341

Certified 1	<i>NIMS 700 - National Incident Management Systems NIMS 100-Into to the Incident Command System APCO Telecommunicator 1</i>
Certified 2	<i>NIMS 200-ICS for Single Resource & Initial Action Incident APCO Fire Service Communicator and Certified 1</i>
Certified 3	<i>100 Milliamp System and Certified 1 and Certified 2</i>

* Those hired after 1/1/09 - Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Dispatch Supervisor*		302	303	304	305	306	307	308
		82,449	83,273	84,106	84,949	85,800	86,654	87,523
Dispatch Supervisor - Certified 1		412	413	414	415	416	417	418
		83,276	84,109	84,949	85,800	86,656	87,523	88,400
Dispatch Supervisor - Certified 2		422	423	424	425	426	427	428
		84,412	85,256	86,108	86,972	87,843	88,718	89,607
Dispatch Supervisor - Certified 3		432	433	434	435	436	437	438
		85,258	86,112	86,972	87,843	88,721	89,607	90,503

Certified 1	<i>NIMS 300-Intermediate ICS for Expanding Incidents NIMS 400 - Advanced ICS for Command and General Staff</i>
Certified 2	<i>APCO Communications Training Officer and Certified 1</i>
Certified 3	<i>APCO Communications Center Supervisor and Certified 1 and Certified 2</i>

* Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

Base 2184 Hours		3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant		303	304	305	306	307	308
		83,273	84,106	84,949	85,800	86,654	87,523
Lieutenant - Certified 1		413	414	415	416	417	418
		85,256	86,108	86,972	87,843	88,718	89,607
Lieutenant - Certified 2		423	424	425	426	427	428
		84,109	84,949	85,800	86,656	87,523	88,400
Lieutenant - Certified 3		433	434	435	436	437	438
		86,112	86,972	87,843	88,721	89,607	90,503

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer 1</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2184 Hours							3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
							Grade	Grade	Grade	Grade	Grade	Grade
Captain							503	504	505	506	507	508
							92,075	92,996	93,927	94,866	95,815	96,774
Captain - Certified 1							613	614	615	616	617	618
							94,268	95,210	96,163	97,124	98,095	99,078
Captain - Certified 2							623	624	625	626	627	628
							92,998	93,928	94,867	95,816	96,775	97,742
Captain - Certified 3							633	634	635	636	637	638
							95,211	96,164	97,126	98,096	99,079	100,070

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Officer I & II NIMS 400</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours							2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
							Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal							702	703	704	705	706	707	708
							100,674	101,681	102,700	103,726	104,763	105,810	106,867
Fire Marshal - Certified 1							812	813	814	815	816	817	818
							103,190	104,224	105,267	106,319	107,383	108,456	109,538
Fire Marshal - Certified 2							822	823	824	825	826	827	828
							101,683	102,699	103,726	104,763	105,810	106,868	107,939
Fire Marshal - Certified 3							832	833	834	835	836	837	838
							104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Inspector II and Fire Investigator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Inspector/Investigator (Asst. Supt. Fire Marshal)		502	503	504	505	506	507	508
		91,163	92,075	92,996	93,927	94,866	95,815	96,774
Inspector/Investigator - Certified 1		612	613	614	615	616	617	618
		93,444	94,378	95,321	96,275	97,238	98,209	99,193
Inspector/Investigator - Certified 2		622	623	624	625	626	627	628
		92,076	92,998	93,928	94,867	95,816	96,775	97,742
Inspector/Investigator - Certified 3		632	633	634	635	636	637	638
		94,379	95,322	96,276	97,239	98,212	99,194	100,186

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Fire Investigator</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade						
Inspector/Investigator/Pub Ed Officer		302	303	304	305	306	307	308
		82,449	83,273	84,106	84,949	85,800	86,654	87,523
Inspector/Investigator/Pub Ed Officer - Certified 1		412	413	414	415	416	417	418
		84,511	85,354	86,210	87,074	87,945	88,820	89,712
Inspector/Investigator/Pub Ed Officer - Certified 2		422	423	424	425	426	427	428
		83,276	84,109	84,949	85,800	86,656	87,523	88,400
Inspector/Investigator/Pub Ed Officer - Certified 3		432	433	434	435	436	437	438
		85,358	86,212	87,074	87,945	88,823	89,712	90,610

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Inspector I and Public Fire and Life Safety Educator I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety		702	703	704	705	706	707	708
		100,674	101,681	102,700	103,726	104,763	105,810	106,867
Captain Training/Safety - Certified 1		812	813	814	815	816	817	818
		103,190	104,224	105,267	106,319	107,383	108,456	109,538
Captain Training/Safety - Certified 2		822	823	824	825	826	827	828
		101,683	102,699	103,726	104,763	105,810	106,868	107,939
Captain Training/Safety - Certified 3		832	833	834	835	836	837	838
		104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Firefighter Safety and Survival or Equivalent and Firefighter Instructor I and Training Program Management</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)		502	503	504	505	506	507	508
		91,163	92,075	92,996	93,927	94,866	95,815	96,774
Lieutenant Training/Safety - Certified 1		612	613	614	615	616	617	618
		93,444	94,378	95,321	96,275	97,238	98,209	99,193
Lieutenant Training/Safety - Certified 2		622	623	624	625	626	627	628
		92,076	92,998	93,928	94,867	95,816	96,775	97,742
Lieutenant Training/Safety - Certified 3		632	633	634	635	636	637	638
		94,379	95,322	96,276	97,239	98,212	99,194	100,186

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>Fire Instructor I</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm		502	503	504	505	506	507	508
		91,163	92,075	92,996	93,927	94,866	95,815	96,774
Asst. Superintendent of Fire Alarm - Certified 1		612	613	614	615	616	617	618
		93,444	94,378	95,321	96,275	97,238	98,209	99,193
Asst. Superintendent of Fire Alarm - Certified 2		622	623	624	625	626	627	628
		92,076	92,998	93,928	94,867	95,816	96,775	97,742
Asst. Superintendent of Fire Alarm - Certified 3		632	633	634	635	636	637	638
		94,379	95,322	96,276	97,239	98,211	99,194	100,186

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm		702	703	704	705	706	707	708
		100,674	101,681	102,700	103,726	104,763	105,810	106,867
Superintendent of Fire Alarm - Certified 1		812	813	814	815	816	817	818
		103,190	104,224	105,267	106,319	107,383	108,456	109,538
Superintendent of Fire Alarm - Certified 2		822	823	824	825	826	827	828
		101,683	102,699	103,726	104,763	105,810	106,868	107,939
Superintendent of Fire Alarm - Certified 3		832	833	834	835	836	837	838
		104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>IMSA Municipal Level II</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet		702	703	704	705	706	707	708
		100,674	101,681	102,700	103,726	104,763	105,810	106,867
Superintendent of Fleet - Certified 1		812	813	814	815	816	817	818
		103,190	104,224	105,267	106,319	107,383	108,456	109,538
Superintendent of Fleet - Certified 2		822	823	824	825	826	827	828
		101,683	102,699	103,726	104,763	105,810	106,868	107,939
Superintendent of Fleet - Certified 3		832	833	834	835	836	837	838
		104,225	105,265	106,319	107,383	108,456	109,539	110,637

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours		2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet		502	503	504	505	506	507	508
		91,163	92,075	92,996	93,927	94,866	95,815	96,774
Asst. Superintendent of Fleet - Certified 1		612	613	614	615	616	617	618
		93,444	94,378	95,321	96,275	97,238	98,209	99,193
Asst. Superintendent of Fleet - Certified 2		622	623	624	625	626	627	628
		92,076	92,998	93,928	94,867	95,816	96,775	97,742
Asst. Superintendent of Fleet - Certified 3		632	633	634	635	636	637	638
		94,379	95,322	96,276	97,239	98,211	99,194	100,186

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308
	80,812	81,632	82,449	83,273	84,106	84,949	85,800	86,654	87,523
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418
	82,845	83,674	84,511	85,354	86,210	87,074	87,945	88,820	89,712
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428
	81,635	82,452	83,276	84,109	84,949	85,800	86,656	87,523	88,400
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438
	83,676	84,513	85,358	86,212	87,074	87,945	88,823	89,712	90,610

Certified 1	<i>EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon</i>
Certified 2	<i>ASE Truck Technician</i>
Certified 3	<i>Certified 1 and Certified 2</i>

APPENDIX E HAZMAT TEAM FLOW CHART

When a vacancy occurs on the HAZMAT “A Team” all current “B Team” members will be offered the position. If no “B Team” members wish to move to the “A Team” the senior “B Team” member who is NOT signed in to a permanent station assignment will be assigned to the “A Team”

If all “B Team” members are signed in to a permanent station assignment then the senior unassigned trained HAZMAT technician (AKA. C Team) will be assigned to the “A Team”

If there are no “C Team” members and no unassigned “B Team” members than the JUNIOR signed in “B Team” member will be assigned to the “A Team”

Signed in drivers of Engine and Ladder Companies, and the Shift Management Technician will be exempt and may not be involuntarily re assigned.

