BUDGET REVIEW COMMITTEE

JUNE 10, 2020

Immediately following Special Board of Aldermen

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

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Meeting number/access code: 712 759 664 - Password: qVvsXAMM338

To join by phone: 1-408-418-9388 - Meeting number/access code: 712 759 664

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ROLL CALL

COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

R-20-040

Endorsers: Mayor Jim Donchess
Alderman Linda Harriott-Gathright
Alderman-at-Large David C. Tencza
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Jan Schmidt

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

Endorsers: Alderman-at-Large David C. Tencza
Alderman-at-Large Ben Clemons
Alderman Skip Cleaver
Alderman Linda Harriott-Gathright

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 ASSOCATION OF FIRE FIGHTERS FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER AND SUPPLEMENTAL APPROPRIATION

NEW BUSINESS – ORDINANCES

TABLED IN COMMITTEE

R-20-016

Endorsers: Mayor Jim Donchess
Alderwoman Linda Harriott-Gathright
Alderman Thomas Lopez
Alderman-at-Large Michael B. O'Brien, Sr.

AMENDING THE PURPOSE OF A FISCAL YEAR 2020 UNLIKE ESCROW FOR THE COMMUNITY DEVELOPMENT DIVISION

R-20-017

Endorsers: Mayor Jim Donchess
Alderman Thomas Lopez
Alderman Richard A. Dowd
Alderman-at-Large David C. Tencza
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderwoman Linda Harriott-Gathright
Alderman Skip Cleaver
Alderman Jan Schmidt
Alderman-at-Large Lori Wilshire

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $50,000 TO FUND A FEASIBILITY STUDY FOR THE FUTURE REUSE OF THE ELM STREET MIDDLE SCHOOL BUILDING

- Requires a Public Hearing which has not yet been scheduled

R-20-028

Endorsers: Mayor Jim Donchess
Alderman-at-large Michael B. O'Brien, Sr.
Alderman-at-large David C. Tencza
Alderman Richard A. Dowd
Alderman Linda Harriott-Gathright
Alderman Patricia Klee

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A MASTER DEVELOPMENT AGREEMENT WITH LANSINGMELBOURNE GROUP, LLC.

R-20-023

Endorser: Mayor Jim Donchess

RELATIVE TO THE ADOPTION OF THE FISCAL YEAR 2021 PROPOSED BUDGET FOR THE CITY OF NASHUA GENERAL, ENTERPRISE, AND SPECIAL REVENUE FUNDS

GENERAL DISCUSSION

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

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.

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, numbers, and amount: **Financial Services Division**

By: /s/ David Fredette

Approved as to form: **Office of Corporation Counsel**

By: /s/ Dorothy Clarke

Date: May 20, 2020

R-20-041

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 ASSOCATION 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.

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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:

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.

RESOLUTION **R-20-041**

Approved as to account number and/or structure, and amount:	**Financial Services Division** **By:** /s/ John Griffin
Approved as to form:	**Office of Corporation Counsel** **By:** /s/ Dorothy Clarke **Date:** May 21, 2020

City of Nashua

Nashua Fire and Rescue Contract Analysis

Line No.	Description	Base FY19		FY20	FY21	FY22	FY23
						Date:	5/19/2020
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	415,578	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	785,158	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	275,755	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	$ 5,045,087.11	$ 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**	**$ 22,935,692**		**$ 23,806,004**	**$ 24,775,738**	**$ 25,861,066**	**$ 26,962,135**
46	$ Change over Prior Year			**$ 870,312**	**$ 969,734**	**$ 1,085,328**	**$ 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

INDEX

ARTICLE #		***PAGE #***
1 -	Purposes	1
2 -	Bargaining Unit and Exclusions	1
3 -	Union Security	2
4 -	Management Rights	2
5 -	Conformity with Laws, Charter and Rules and Regulations	3
6 -	Indemnification	3
7 -	Union Business	4
8 -	Negotiations	4
9 -	Disciplinary Procedures	4
10 -	Union Dues	6
11 -	Protection of City Property and Equipment	6
12 -	Safety and Health	6
13 -	Salaries	9
14 -	Hours of Duty	~~86~~12
15 -	Overtime	~~88~~14
16 -	Seniority	~~93~~20
17 -	Personnel Reductions and Recall	~~94~~21
18 -	Appointments, Promotions and Demotions	~~95~~22
19 -	Grievance Procedure	~~105~~32
20 -	Paid Holidays	~~106~~34
21 -	Paid Vacations	~~107~~35
22 -	Paid Sick and Injury Leave	~~111~~39
23 -	Bereavement Leave	~~117~~45
24 -	Personal Leave	~~118~~45
24A-	Extended Leaves of Absence	~~119~~46
25 -	Longevity Bonus Pay	~~119~~47
26 -	Clothing Allowance	~~120~~48
27 -	Lodging	~~121~~49
28 -	Military Duty Pay	~~122~~49
29 -	Jury Duty Pay	~~122~~49
30 -	Pension and Retirement	~~122~~50
31 -	Educational Assistance	~~122~~50
32 -	Insurance	~~124~~51
33 -	Mileage	~~127~~54
34 -	Working Out of Classification	~~127~~55
35 -	Bulletin Boards	~~128~~55
36 -	Assignments	~~128~~55

37 - Residency ..... ~~136~~63
38 - Savings Clause ..... ~~136~~64
39 - Duration and Effect ..... ~~136~~64
Appendix A – FY 2020 66
Appendix B – FY 2021 74
Appendix C – FY 2022 82
Appendix D – FY 2023 90
Appendix E – Hazmat Team Flow Chart 98

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, ~~T~~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.~~

~~C~~B. 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 ~~C~~B of this ~~Article~~Agreement.

~~D~~C. 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 ~~D~~C 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.~~

~~F~~D. 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 ~~F~~D 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.~~

~~H~~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.

~~I~~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.

~~J~~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.

~~K~~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.

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

~~L~~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).

~~L~~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.

~~L~~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 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 Dispatch~~er/ 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, s~~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.

~~D~~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.

~~E~~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.

~~E~~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.

~~F~~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.

~~G~~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.

~~H~~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 ~~H~~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 ~~H~~F shall be so administered as to allow the benefited employee(s) the maximum tax relief permitted under the United States Internal Revenue Code.

~~I~~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.

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

~~K~~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.

~~L~~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.

~~M~~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 ~~M~~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 ~~M~~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

~~N~~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.

~~O~~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 ~~O~~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 ~~O~~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.

~~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~~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 ~~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 firefights 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 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 medially 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, ~~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:

_____

_____

FY2020 - July 1,2019 **APPENDIX A** **3.50%**

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	*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**
	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	*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 Miliamp 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**
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	*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**
		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	*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**
		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	*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**
		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	*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**
		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	*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	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2021 - July 1,2020 **APPENDIX B** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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.**

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	*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**
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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2022 - July 1,2021 **APPENDIX C** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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	*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**
		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	*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**
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	*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**
		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**
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	*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**
		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	*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**
		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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2023 - July 1,2022 **APPENDIX D** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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	*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**
		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	*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**
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	*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**
		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	*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**
		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*

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**
		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*

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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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**
	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	*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*

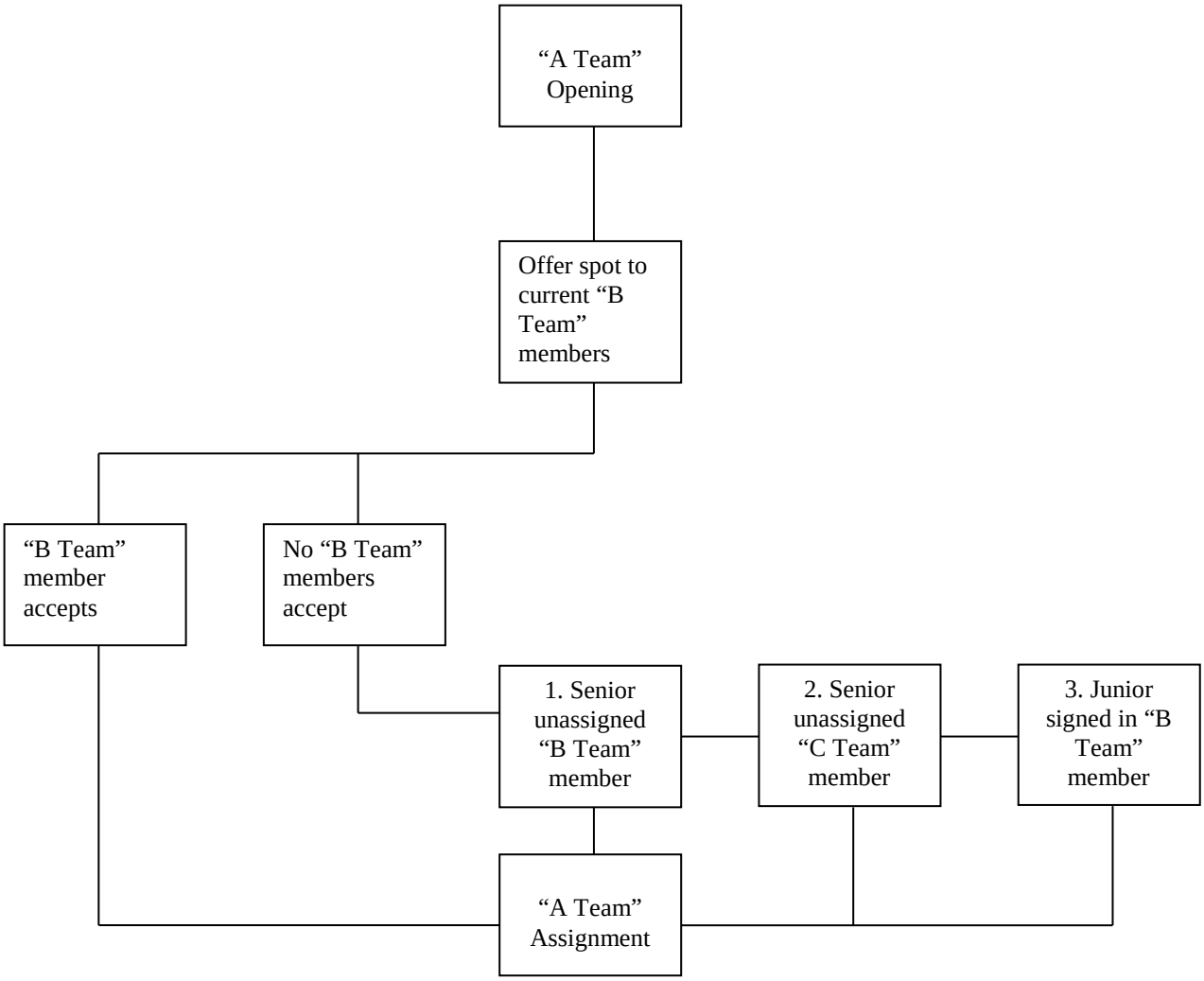
APPENDIX E
HAZMAT TEAM FLOW CHART

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

INDEX

ARTICLE #		***PAGE #***
1 -	Purposes	1
2 -	Bargaining Unit and Exclusions	1
3 -	Union Security	2
4 -	Management Rights	2
5 -	Conformity with Laws, Charter and Rules and Regulations	3
6 -	Indemnification	3
7 -	Union Business	4
8 -	Negotiations	4
9 -	Disciplinary Procedures	4
10 -	Union Dues	6
11 -	Protection of City Property and Equipment	6
12 -	Safety and Health	6
13 -	Salaries	9
14 -	Hours of Duty	12
15 -	Overtime	14
16 -	Seniority	20
17 -	Personnel Reductions and Recall	21
18 -	Appointments, Promotions and Demotions	21
19 -	Grievance Procedure	31
20 -	Paid Holidays	33
21 -	Paid Vacations	34
22 -	Paid Sick and Injury Leave	38
23 -	Bereavement Leave	43
24 -	Personal Leave	44
24A-	Extended Leaves of Absence	45
25 -	Longevity Bonus Pay	45
26 -	Clothing Allowance	46
27 -	Lodging	47
28 -	Military Duty Pay	48
29 -	Jury Duty Pay	48
30 -	Pension and Retirement	48
31 -	Educational Assistance	48
32 -	Insurance	49
33 -	Mileage	52
34 -	Working Out of Classification	53
35 -	Bulletin Boards	53
36 -	Assignments	54

37 - Residency.....61
38 - Savings Clause.....62
39 - Duration and Effect.....62
Appendix A – FY 2020…….. 64
Appendix B – FY 2021……...72
Appendix C – FY 2022……...80
Appendix D – FY 2023…….. 88
Appendix E – Hazmat Team Flow Chart……96

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 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 (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 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 2020and 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 firefights 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 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 medially 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:

_____

_____

_____

_____

Witnesses for the Union:

_____

_____

City of Nashua, New Hampshire:

_____
Mayor

Board of Fire Commissioners:

_____

_____

_____

Witnesses for the City:

_____

_____

FY2020 - July 1,2019 **APPENDIX A** **3.50%**

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	*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**
	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	*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 Miliamp 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**
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	*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**
		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	*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**
		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	*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**
		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	*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**
		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	*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	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2021 - July 1,2020 **APPENDIX B** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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.**

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	*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**
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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2022 - July 1,2021 **APPENDIX C** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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	*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**
		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	*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**
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	*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**
		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**
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	*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**
		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	*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**
		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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

FY2023 - July 1,2022 **APPENDIX D** **3.50%**

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	*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**
	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	*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 Miliamp 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**
		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	*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**
		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	*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**
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	*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**
		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	*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**
		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*

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**
		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*

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	*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	**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	*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*

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	*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*

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	*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*

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	*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		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	*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*

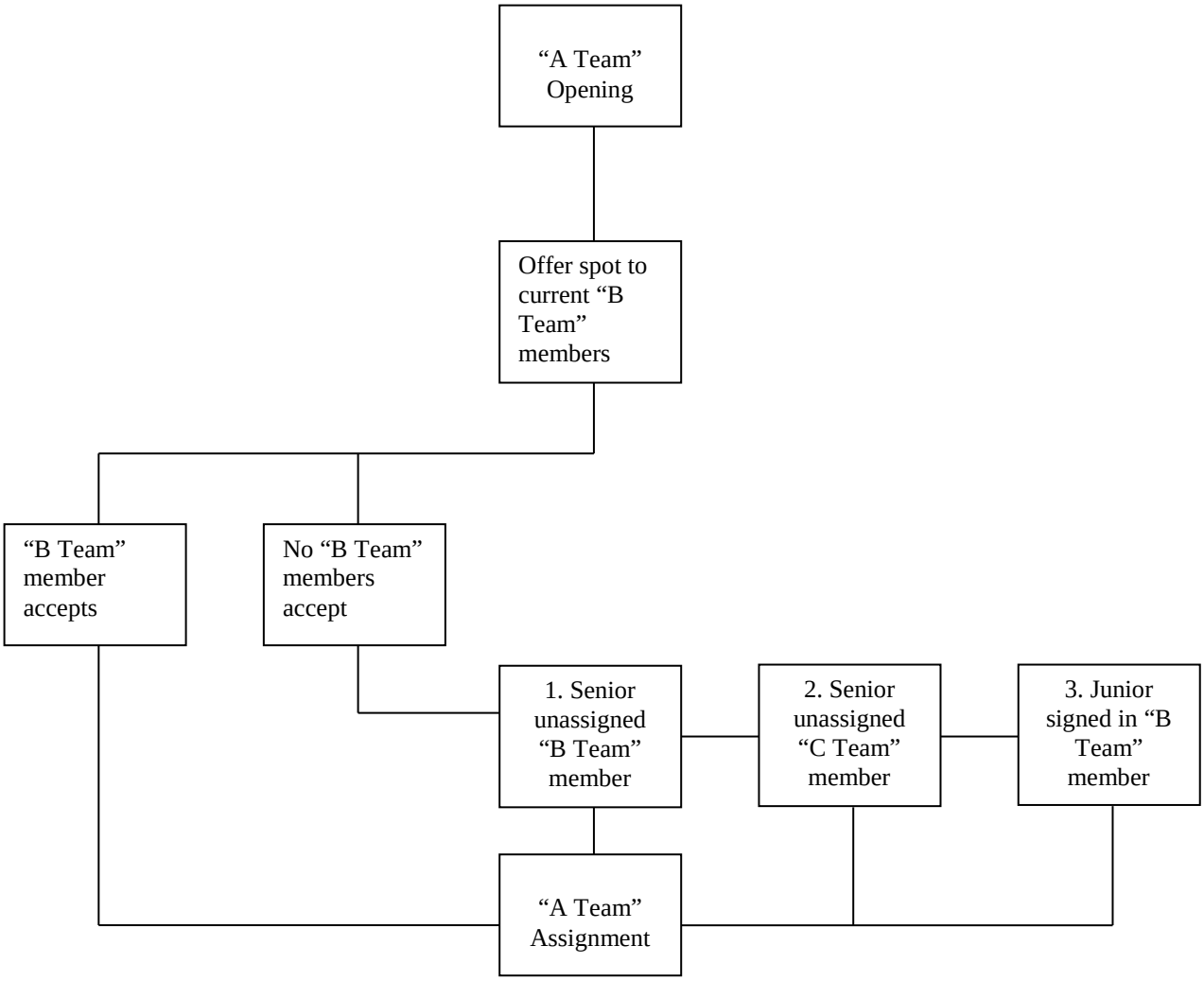
Base 2080 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25+
	Grade	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**	**Grade**
Mechanic (3rd Rank Spec)	**300**	**301**	**302**	**303**	**304**	**305**	**306**	**307**	**308**
	80,812	81,632	82,449	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	*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.