

**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, 2023 -- JUNE 30, 2027**

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

This is an agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 notice is given to the on-duty deputy chief prior to 06:30.

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 and specialty team 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 aerals times four personnel.
3. Shift Management Technician.
4. Fire Alarm Supervisor and Operators times three personnel, as more particularly set forth in F., below.

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.

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

If unable to secure replacement from off duty Fire Alarm Operators and Fire Alarm Supervisors, the Fire Alarm Office 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.

If three Fire Alarm Operators are working on a shift, the most senior of the three Fire Alarm Operators working will receive Article 34 Working Out of Classification pay for performing the duties of a Fire Alarm Supervisor. As the Fire Alarm 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 Fire Alarm Supervisor certifications that the Fire Alarm Operator 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 – HEALTH AND WELLNESS**

### **1) NASHUA FIREFIGHTER’S MEMBERS ASSISTANCE TEAM (NFMAT)**

a.) The Union, Administration and City of Nashua recognize the need for resources to assist members past and present, as well as their families, with the emotional and physical stress that comes with a career in emergency services. This agreement recognizes the establishment of the Nashua Firefighters Member Assistance (NFMAT) and policies governing said team. This agreement also recognizes the establishment of an Administrative Leave Policy that reflects the necessary paid time off needed for current members wishing to seek help and utilize the resources provided. The NFMAT Team and Administrative Leave Policy will be reviewed at least annually and any changes outside of bargaining will be agreed upon by the Union & Administration.

b.) The Union, Administration, and the City of Nashua further recognizes the need for adequate funding for health and wellness resources and training. The NFMAT Team continuing education and certification training

will be funded through an established NFMAT training and resource fund at \$5,000 annually. Any need for an increase in the annual fund amount to the NFMAT training and resource fund will be evaluated annually and agreed upon by both the Union and Administration.

## **Article 14 - SALARIES**

A. Effective July 1, 2023, a 2.5% 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. The new wage rates will be paid beginning no later than the first payroll following sixty (60) days after final execution of this agreement and retroactive pay shall be reconciled and paid no later than the first payroll ninety (90) days after final execution of this agreement.

B. Effective July 1, 2024, a 2% 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, 2025, a 2.5% 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, 2026, a 3.0% 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. Effective July 1, 2023, at the Union's request, Holiday Pay will be rolled into base salary calculation.

F. Effective July 1, 2024, a one-time and permanent 2.0% Hazard Pay adjustment will be added to the base salary of all members assigned to the Emergency Services Group and the Fire Marshalls Division. Emergency Services Group is defined as the Suppression Division, the Training Division and the EMS Division (when created).

G. Effective July 1, 2025, All members assigned now and moving forward to the Haz-Mat A Team and Dive Team shall receive a one-time and permanent 3.0% adjustment to their base salary.

All Haz-Mat Alternate Team members now and moving forward shall receive a one-time and permanent 1.25% adjustment to their base salary.

H. Effective July 1, 2026, all current certified pay scale grids for all ranks shall be eliminated and the attached single pay scale grid for each rank shall come into effect.

Additionally, effective July 1, 2026, the administration will implement the “In-Service Paid Training Program & Company Officer Development Program” as agreed upon by a subcommittee comprised of an equal number of members selected by the administration and the union. Members promoted prior to this date are considered grandfathered and not subjected to the in-service rank and in grade training requirements for the rank they hold June 30, 2026.

Members promoted on/after July 1, 2026 will be placed on the pay grids appropriate to the requirements established by the in-service training committee. Members that do not meet these in-service paid training requirements within two years (of their promotional date) will be placed on the pay grid according to Article 34 B.

If parties are unable to come to an agreement on an in-service paid training program and associated requirements the pay grids in effect June 30, 2026 will carry forward with appropriate COLA 13 D.

I. All members of the bargaining unit who have completed ten or more years of service with 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 Alarm Operators 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.

J. 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 Fire Alarm 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.

K. Members in a Special Division who currently receive compensation for any certification will receive compensation currently available to existing members.

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

L.1. Hazardous Materials Team Members shall receive additionally one (1) times the hourly rate weekly (Emergency Services Personnel ONLY). Effective July 1, 2025, members assigned to the team and those subsequently assigned shall receive a 3.0% adjustment to their step and payroll grid.

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

Effective July 1, 2025 members assigned to the team and those subsequently assigned shall receive a 1.25% adjustment to their step and payroll grid.

L.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 a one-half (1/2) times hourly rate weekly. Effective July 1, 2026, this article shall be deleted in its entirety.

Emergency Dive Team Members shall receive for this certification an additional one (1) times hourly rate weekly. Effective July 1, 2025, members assigned to the team and those subsequently assigned shall receive a 3.0% adjustment to their step and payroll grid.

M. NFR will make available all refresher courses and recertification for EMT – Advanced, 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 15 - HOURS OF DUTY**

A. The following employees shall work four (4) ten-hour days: Fire Alarm Superintendent, Fire Alarm Assistant Superintendent, Superintendent of Fleet, Assistant Superintendent of Fleet, Mechanic, Fire Marshall, Inspector/Investigator, Inspector/Public Education Officer, Captain of Training, Training/Safety Lieutenant, and Captain of EMS. 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 15A-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 15-1, 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. 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. It is understood that at date of transfer, changes may occur in the predetermined cycle of shifts on and shifts off.

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 16.

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 Alarm Operators 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, followed by twenty-four hours off, one night shift, followed by twenty-four hours off, one day shift, followed by twenty-four hours off, one night shift, followed by seventy-two hours off. The pattern then repeats itself.

D. Fire Alarm Supervisors 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.

## **Article 16 - OVERTIME**

A. When a Fire Officer or Fire Private is called back to work shift coverage he/she shall be paid at the overtime rate for any hours worked over his or her regularly scheduled work week hours. Regularly scheduled work hours to be defined by Article 15 Section B subsection 1a. 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 Alarm Operators and Fire Alarm 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. Employee will be allowed to work 5 consecutive shifts (all swap leave included) and then must have a minimum of one shift off, except under the conditions in B above. Members shall meet obligations for their regular scheduled shifts, unless utilizing the provisions of leave articles. 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 H.

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 (4) four-hour minimum pay rule.

- a. All outside details shall be compensated at a minimum of four (4) hours to be extended in minimum two (2) hour increments and not to exceed eight (8) hours on site of scheduled detail. Travel time and any administrative tasks will be compensated however is exempt from the two hour extension, but paid to the full hour.
- b. Any contractor who books a detail through Nashua Fire Rescue shall have up to eight (8) hours before the scheduled start time of that detail to cancel. If detail is not canceled prior to the eight (8) hours, contractor is responsible for paying four (4) 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. In the event of the detail list being exhausted, need to fill the detail positions will be utilized using the voluntary overtime last as defined in Article 16, Section P-2. Members utilized in this fashion shall not lose their place on the voluntary coverage 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: fire alarm operator coverage during hardship periods, certified instructor work, inspections, line work, mechanic work).

4. Administrative Overtime

- a. The Fire Chief will have the ability to request members to participate in administrative or committee meetings/work outside their normally scheduled work hours. These members will be compensated 1 ½ times their hourly rate with a one hour minimum. The Fire Chief and the IAFF 789 President will approve those requested to attend and perform work.
- b. No physical labor is to be performed by attendees on administrative overtime. Physical labor is to be defined as manual labor. Participation in processes or clerical work does not meet this threshold.

Q. Daylight Savings (DST)

In the Fall members working the night shift for DST will be awarded one extra hour of pay. This hour will be counted in the calculation for 1-1/2 rate pay.

In the Spring members working the night shift for DST will not have the time deducted from their hours.

## **Article 17 – 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. 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 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 shall be known as permanent employees and the probationary period shall be credited as part of the employee's seniority. In the event the employee is absent by reason of illness or injury, or for unsatisfactory completion of established probationary training objectives, 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. For purposes of clarification, all references to seniority as it applies to promotions, specialty teams and permanent station assignments will be based on time and rank. Separation for any reason from any division (i.e. Suppression, Fire Alarm, Fire Marshalls Office or Mechanics) or for the purposed of transferring or promoting from one division to another will constitute elimination of employees time in rank seniority. In the event of a reduction



in staffing, seniority is based on the bargaining unit seniority list and applies as referenced in Article 18 Section A.

## **Article 18 - 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.

E. In the event an employee transfers from one division to another, said employee's position will not remain open and may be filled by Department as needed.

## **Article 19 - 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 City of Nashua Human Resources Department 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 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, Inspector/Public Education Officer, Assistant Superintendent, Inspector/Investigator, Fire Marshall, Superintendent, Captain, and Deputy Chief 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.

D. In cases where a Promotional List is created (Deputy Chief, Captain, Lieutenant, and Fire Alarm Supervisor seniority points will initially be calculated using the effective date of the Promotional List (currently May 1st of even numbered years). Seniority points in this case are being used to determine eligibility to continue in the promotional process and creation of the promotional list. Once the promotional list is established, seniority points will be recalculated based on the date of any vacancy.

If supplemental exams are needed because a promotional list is exhausted or may be exhausted, then seniority points will be calculated using the effective date of the original Promotional List (currently May 1st of even numbered years).

In cases where a promotional list is not created (i.e. Superintendent, Assistant, Superintendent) and an exam is being given to fill a specific vacancy, seniority points will be calculated based on the date of the vacancy.

E. 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 Commission for the first vacancy. However, for vacancies in the Fire Marshal Division, as of January 1, 2021, to be eligible to be promoted, 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. As part of the testing process, the Fire Commission 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.

F. The written examinations for Lieutenant and Acting Lieutenant will be given in March. 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.

G. Written examinations for Captain and Deputy Chief will be given in March. 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.

H. 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; the final list may increase proportionately as required.

I. Promotional opportunities occurring because of vacancies and new positions which the Fire Commission 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, may be posted upon notification that a vacancy will occur. 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. For positions in the Specialist Division, the list of those who pass the written examination will stand for 12 months from the date the list is adopted by the Board of Fire Commission.

J. 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.

K. The testing company shall submit the results of the written test to Human Resources. The names of all eligible candidates as defined in Paragraphs C through F above shall be forwarded from Human Resources to the Assistant Fire Chief or Chief's designee, who will submit the names to the Deputy Chiefs for their individual evaluation using standard, uniform department developed evaluation forms (see Appendix F for evaluation forms/criteria). The individual Deputy's evaluations shall remain confidential and kept in a secure and confidential location as agreed upon by Local 789 Executive Board and the Fire

Chief. No scores will be provided only that the candidate has passed and is moving on in the promotional process. The evaluations for each individual shall be conducted in a secure format and will be maintained in a secure and confidential location as agreed upon by Local 789 Executive Board and the Fire Chief.

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

1. Eligible candidates as defined in Paragraphs D through H above shall be interviewed by the Fire Chief and Assistant Fire Chief. The interview will be conducted and documented using a uniform questioner as developed by the Promotional Committee (see Appendix F for questioner).
2. A representative from Human Resources will assist in the process.
3. After all eligible candidates have been interviewed, each candidate's questioner form with the Fire Chief's individually awarded points will be maintained in a secure and confidential location as agreed upon by Local 789 Executive Board and the Fire Chief.
4. A representative from the Union and Administration will meet and be provided with test scores for those candidates who have completed the Deputies evaluation process as well as the Chiefs interview process. These two representatives shall take the average of the four (4) combined Deputy's evaluations plus the Fire Chief's interview and add the two (2) sets of points for each candidate to determine the aggregate score for each candidate. This total will be added to the written scores and seniority points to establish a list of final placement for promotion. Fire Department Administration will then notify all candidates by mail of their individual scores (written, Deputy Evaluation, and interview) and their total final score and their placement on the promotional list. 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 Commission 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 Commission may skip over candidates on the promotional lists for suspensions imposed within three (3) years of the promotional opportunities. The Fire Commission 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 Commissions 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 evaluation (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.

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. The employee assigned to this position shall be compensated on the pay scale that is the same as the previous Captain of Training/ Safety and will work a schedule of four (4) ten (10) hour days beginning at 07:00 and ending at 17:00. This schedule may be adjusted at the request of the Training Captain and/or the Chief of Department as needed.

Q.1 The Training Captain (2080) will be filled from the existing ranks of Fire Captain and/or by a member on the Captains promotional list.

Q.1a The Training Captain is eligible to be a "signed in" position in accordance with Article 36.C.

Q.1b When the Training Captains position becomes staffed by a Fire Captain outside the annual signing process, a "signed-in" Captain may opt to forgo their permanent station assignment to assume the role of Training Captain. This exception will be allowed only once depending on when the Training Captain position becomes staffed by a Fire Captain. After the initial staffing date, the process of signing into the position of Training Captain may only take place at the regularly scheduled signing period.

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

Q.3 Four (4) Lieutenant (2184) 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 (2184) 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" (2080), to be assigned to the "Training/Safety Division". This Training/Safety Lieutenant shall work four (4) ten-hour days. (Q.3.a. is from the sidebar agreement of 10/1/12)

Q.3.b 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. Once the position becomes vacant, the Department reserves the right to staff the position from the Fire Lieutenants ranks and/or promotional list and consider the position a Fire Lieutenant.

Q.3.c The employee assigned to this position shall be compensated on the pay scale that is the same as the previous Lieutenant of Training/ Safety and will work a schedule of four (4) ten (10) hour days beginning at 07:00 and ending at 17:00. This schedule may be adjusted at the request of the Training Lieutenant and/or the Chief of Department as needed.

Q.3.d The Training Lieutenant will be filled from the existing ranks of Fire Lieutenant and/or by a member on the Lieutenants promotional list.

Q.3.e The Training Lieutenant is eligible to be a "signed in" position in accordance with Article 38.C.

Q.3.f When the Training Lieutenant position becomes staffed by a Fire Lieutenant outside the annual signing process, a "signed-in" Lieutenant may opt to forgo their permanent station assignment to assume the role of Training Lieutenant. This exception will be allowed only once depending on when the Training Lieutenant position becomes staffed by a Fire Lieutenant. After the initial staffing date, the process of signing into the position of Training Lieutenant may only take place at the regularly scheduled signing period. Training Superintendent, 4-10 hour days per week, Training /Safety Lieutenant, 10/14 schedule.



Q.3.g Training/Safety Lieutenants (2184) instruct basic Fire Fighter evolutions. Example: hose, ladders, SCBA, pumps, EMS etc.

Q.3.h Training/Safety Lieutenants (2184) are available for Station Assignments as per Article 38, Section C.

Q.3.i Training/Safety Lieutenant (2184) positions are covered positions seven (7) days per week twenty-four (24) hours per day, and will be part of officers' overtime list.

Q.4. Captain of EMS; The Captain of EMS will be filled from the existing ranks of Fire Captain and/or by a member on the Captains promotional list and considered a Fire Captain. (When funding becomes available).

Q.4.a The employee assigned to this position shall be compensated on the pay scale that is the same as the Captain of Training/ Safety and will work a schedule of four (4) ten (10) hour days beginning at 07:00 and ending at 17:00. This schedule may be adjusted at the request of the Captain of EMS and/or the Chief of Department as needed.

Q.4.b The Captain of EMS is eligible to be a "signed in" position in accordance with Article 38. Section C.

Q.4.c The Job Description for the Captain of EMS will be negotiated between the Local & Administration prior to implementation of the position.

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 be promoted, 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 be promoted, 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. o Assistant Superintendent if there is an opening in that position as a result of this process.

S.1. For purposes of clarification in Q and R 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 Department 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. For the rank of Fire Alarm Supervisor, an applicant must have completed one (1) year of service as a Fire Alarm Operator with the Nashua Fire Department to be eligible to take the written examination. Eligibility will be determined as of March 1. However, a Fire Alarm Operator 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. Individuals promoted to this position must meet all the position requirements within six (6) months to fill the position.

The written examination for Fire Alarm Supervisor will be held in March. 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. 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. 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. The list of those who pass the written examination will stand for twenty-four months from the date the list is adopted by the Board of Fire Commission.

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 Commission, NH Fire Standards and Training & EMS Commission, and the New Hampshire Retirement System. All non-suppression employees will participate in the hiring process.

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.

## **Article 20 - 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 21 - PAID HOLIDAYS**

A. The recognized 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

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:

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

## **Article 22 - 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
After eighteen (18) years of service ----	Six Weeks

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)  
After eighteen (18) years of service ----Six weeks (24 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)  
After eighteen (18) years of service – Six weeks (20 hours monthly)

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, Fire Alarm Office, 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 06:30 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. Fire Alarm Operators shall be able to utilize "day at a time leave" in half shifts, either 5 hour block on a day shift or 7 hour block on a night shift.

3. "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.

4. "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 Fire Alarm Operators Division only two (2) Fire Alarm Operators and also one Fire Alarm Supervisor 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 15<sup>th</sup> of the month in question to be included in the pro-rata calculation.

## **Article 23 - 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 Fire Alarm Operators, Fire Alarm Supervisors, 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 Fire Alarm Operators). 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. 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 06:30 on the day the leave is to be used. This leave cannot be scheduled on days excluded under Article 22 H.2.

N. Bargaining Unit employees shall be granted four (4) 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 two (2) shifts 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 of Division Supervisor of the leave use in accordance with Article 23 N. This leave cannot be scheduled on days excluded under Article 22 H.2.

O. Bargaining Unit employees shall be granted one (1) paid shift for Training Leave per year. 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 of the leave use in accordance with Article 23 N. This leave cannot be scheduled on days excluded under Article 22 H.2.

## **Article 24 - 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 25 - 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 25A - 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 26 - 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 27 - 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

Starting July 1, 2021, each fiscal year: \$700.00 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 provide uniform clothing for the mechanical division from an agreed upon uniform vendor – not to exceed four uniforms per week. This service will include all related cleaning costs. Uniforms provided under this program and not the property of the Fire Department or the employee.

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 28 – 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 29 - MILITARY DUTY PAY**

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

A.1 The parties agree the method of differential payment calculation shall be as follows: in any given pay period, an employee who takes one or more 10-hour to 14-hour shifts off pursuant to Article 29A shall have his or her pay reduced by the military daily rate that s/he received for their military service performed on that day. The military daily rate will be compared to either one 10-hour or one 14-hour shift, if only one shift is taken; or will be compared to a 10-hour and a 14-hour shift added together, if those two shifts are taken together. Employees shall provide the City with their estimated daily military rate prior to any leave request and within the forty-five (45) day period following his or her return from such leave shall provide the City with documentation establishing their actual daily rate. The employee shall make the City whole for any overpayment in his or her next paycheck or several paychecks as determined by the employee, the Union, and the City. The employee will authorize such payroll deduction in writing.

A.2 Any military duty pay hour used since January 1, 2021 will be deducted from the two hundred and forty (240) hours available to the employee for 2021.

B. For reservists called into active duty:

1. The City will pay 100% of the employee's first month salary to ensure that family members not endure any financial hardship during this initial phase.
2. The City will pay the difference of whatever military compensation is paid to each reservist, provided it does not exceed 100% of one's monthly employment compensation, during all succeeding months up to five years that the employee may be on active duty.
3. The City and the employee will continue to pay their respective share of health insurance and dental insurance premiums associated with their respective plans up to five years, if requested.
4. The employee will maintain seniority rights up to a maximum of five years.
5. The City and the employee will continue to pay their respective share to the employee's retirement plan.
6. The employee will continue to accumulate all vacation and sick time on a monthly basis as set forth by the CBA.

### **Article 30 - 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 31 - PENSION AND RETIREMENT**

A. 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.

B. Employees shall have the option to participate in the Professional Firefighters, Police Officers & Public Employees (PFPOPE) Fund through the use of payroll deduction. Option to begin on January 1<sup>st</sup> of 2024.

## **Article 32 - EDUCATIONAL ASSISTANCE**

A. The City agrees to purchase and make available the textbooks used in firefighting courses.

B. The City will reimburse employees for one hundred percent (100%) of the total tuition and laboratory fees paid by employees from their own funds, for the successful completion of job-related courses, as well as courses leading to the granting of degrees in Fire Science, within the budget allowed. Successful completion is defined as a grade of "C" or above for undergraduate studies and a grade of "B" or above for graduate studies. The City shall budget \$20,750 for fiscal year 2020 and thereafter shall increase the budgeted amount by \$1,000 each year beginning in fiscal year 2023.

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.

C. 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.

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

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

### **Article 33 - 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 ("POS") Plan;
- b. Health Maintenance Organization ("HMO") Plan;
- c. High Deductible Health Plan with Health Savings Account ("HDHP w/HSA"); or
- d. 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", "b" or "c", it shall provide at least one hundred twenty (120) days prior written notice to the Union and documentation of the cost to members and the benefits that will be provided under the comparable plan. Should the Union determine that the proposed plan is not comparable, the grievance shall not be subject to the grievance procedure and shall be submitted directly for arbitration no later than thirty (30) days after the Union is notified of the proposed change to the comparable plan. The grievance shall be heard in an expedited manner. The decision of the arbitrator shall be binding on both parties.

**Comparable Plan Definition:** for the purposes of this Article, a comparable plan means one that offers the same type of benefits, but benefits do not have to be exactly

the same. In addition, the plan must provide reasonable access to health services and physicians, including specialists and hospitals.

**Spouse Rule:** If you and your spouse are both employed by the City, each of you may elect your own coverage (based on your own eligibility for benefits) or one of you may be enrolled as a dependent on the other's coverage, but only one of you may cover your dependent children. A City employee may not be a subscriber on a City health plan and a dependent on a City health plan simultaneously.

### CITY CONTRIBUTIONS:

Effective 7/1/2024, the HMO Plan shall have the following co-pays and deductibles: For eligible members, the City shall contribute 70% of the premium of option (a) and 80% of the premium of option (b) or (c). The option (a) and option (b) plans offered by the City shall include the following minimum co-pays:

- (a) Twenty-Five Dollars (\$25.00) per medical visit;
- (b) One Hundred Dollars (\$100.00) per emergency room hospital visit;
- (c) One Thousand Five Hundred Dollars (\$1,500.00) Per Person, Three Thousand Dollars (\$3,000.00) Per 2-Person/Family Inpatient/ Outpatient Facility Deductible; and
- (d) Three Tier Pharmacy Benefit of \$10/\$30/\$50 (\$20/\$60/\$100 Mail Order).

High Deductible Health Plan with Health Savings Account (HDHP w/HSA) (option (c)):

The deductibles in the High Deductible Health Plan with Health Savings Account (HDHP w/ HSA) are \$2,000 individual / \$4,000 2-person or family. The City's contribution to Health Savings Accounts is \$1,500 individual / \$3,000 2-person or family.

The City HSA contribution will be distributed in 2 installments, one on or about July 1 and on one or about October 1, provided however that if an employee is required to pay more towards his / her deductible than the initial 50% contribution, upon presentation of suitable documentation, the City will contribute the remaining 50% before October 1.

Employees who join the HDHP w/HSA at any time other than July 1 will receive a pro-rated City contribution of \$125 monthly for a single plan and \$250 monthly for 2-person or family plan for each full month remaining in that fiscal year.

A.2. 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.3. 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.4. 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.

#### F. Medical Expense Reimbursement Plan (MERP)

1. Effective July 1, 2025 the Union and City (collectively the "Parties") agree to enter and participate in the International Association of Fire Fighters Medical Expense Reimbursement Plan (IAFF MERP) to pay for post-employment health insurance premiums or other legally authorized healthcare costs for future retirees and their dependents as provided herein:

- a. All bargaining unit members shall be eligible and shall participate in the IAFF MERP.
- b. The City shall have no responsibility for administering, overseeing, or managing the IAFF MERP other than making contributions as set forth herein.
- c. The City shall have no fiscal, fiduciary, or reporting requirements or responsibilities for the IAFF MERP.
- d. The Union shall indemnify and hold the City harmless from any liability that may arise out of the IAFF MERP.

- e. The City shall contribute towards the IAFF MERP the sum of seventy-five dollars (\$75.00) per Month for each eligible and participating bargaining unit member.
- f. Implementation of IAFF MERP plan to begin on July 1<sup>st</sup> of 2025.

2. Upon signing of this contract, the Union and the Administration shall establish a joint labor management committee to study and review the IAFF Health & Wellness Trust Insurance plans to determine if a change in insurance carrier will provide an equal benefit and or cost reduction to both the Union and the City. This committee shall be comprised of the Union Executive Board(789 participation at no cost to the City), two (2) members from Administration, one (1) member from the City of Nashua Human Resources/Benefits Specialist and one (1) member from Risk Management. This committee shall be formed within 60 days of signing and have a full report ready and available within (1) year of forming.

#### **Article 34 – 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 35 - 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 the rate specified in the 3 year column according to the individuals applicable certification on file with NFR. This rate will be paid 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 36 - 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 37. – REGIONAL HAZARDOUS MATERIALS TEAM**

### **1.) Staffing**

- a. A minimum of 8 Hazmat Technician certified members shall be on-duty.
- b. Hazmat Team assignments shall be based on time-in-grade seniority.
- c. A minimum of 7 Hazmat Technicians per group shall be assigned to Lake St Station.
- d. Members shall be Hazmat Technician certified to obtain a

permanent driving assignment assigned to Hazardous Materials Specialty Station. (Members that hold a permanent driving assignment assigned to Hazardous Materials Specialty Station of the signing of this contract shall be grandfathered if uncertified as Hazmat Technician).

- e. Hazmat A-team shall consist of the following:

Limit: 32 members    8 Officers    24 Privates

Minimum: 28 Members    8 Officers    20 Privates

- f. Hazmat Team Alternates shall consist of the following:

Any officer or private who maintains certification and commitment

- g. Hazmat A-team vacancies shall be filled as follows:

- Voluntary based on time-in-grade seniority.
- Should no member volunteer to fill a vacancy, the most junior time in-grade Hazmat Team Alternate member shall be assigned regardless of the current position in which they may hold.

- h. Hazmat Team Alternate vacancies shall be filled as follows;

- Voluntary based on time-in-grade seniority

- i. Annual Hazmat Team commitment letters shall be completed to correspond with permanent station signings.

- j. Non-Hazmat Technician assigned drivers may be removed from their position for purpose of mutual-aid hazmat responses.

- k. Only Suppression Personnel working the 2184hr a year schedule will be included in the A-Team and Alternative Team Staffing to receive compensation.

## **2.) Training**

- a. Any member assigned to initial training to Hazmat Technician level will be reassigned from their suppression assignment for hazmat training program. This will result in a temporary adjustment to the work schedule. All related compensation will remain the same for a member reassigned to initial Hazmat Technician training. The initial Technician level training will be conducted to meet the minimum Pro Board standard and certification.
- b. Members who are already meet this certification will not be required to complete this initial training so long as they produce a valid Pro Board Certification.
- c. NFR agrees they will provide I (8 hour) annual team refresher drill each year. Additionally, the Fire Captain assigned to the HazMat team shall coordinate (3) additional quarterly team training drills.
- d. Members interested in the hazmat assignment both A-Team and Alternate Team agree to participate in a minimum of 24 hours a year of annual recertification training (minimum of 3 team drills) to meet the NFPA requirements of Hazmat Technician. Members unable to attend these drills will need to coordinate an approved make up training that is sufficient to meet the NFPA standard.
- e. The annual team refresher drill will be taught by an outside approved vendor.
- f. All new equipment will be placed in service after an in service training in accordance with established NFR SOP/SOG.
- g. Only Suppression Personnel working 2184hr, assigned to the Training/Safety Division and/or the EMS Division shall be included in the A-Team and Alternative Team Trainings to receive compensation.

### **3.) Salary**

- a. All Members assigned to the A-Team shall receive compensation equal to one (1) hours pay per week until 6/30/2025.
- b. Effective 7/01/2025 all members assigned to the A-Team shall receive 3% of base salary.
- c. All Members assigned to the Alternate Team shall receive compensation equal to half (.5) hours pay per week until 6/30/2025.
- d. Effective 7/01/2025 all members assigned to the Alternate Team shall receive 1.25% of base salary.

### **4.) Safety**

1. Response
  - a. The Haz-mat team will respond with no less than Eight (8) Hazardous Material Technician level members
  - b. Additional resources that will respond with the team shall include resources determined to be needed by the Hazmat Team Leader and the on-scene Chief Officer.
2. Health & Safety
  - a. Each member of the team will be required to partake in a yearly team physical health/screening.
  - b. The physical/health screening shall be compliant with current edition of NFPA 1582 and may include but not limited to the following:
    - Blood lab/work with heavy metals analysis
    - EKG
    - Ultrasound
    - Chest X-ray (Every 5-Years)
    - Stress Test
    - Vision/Hearing
    - General physical exam

## **5.) Equipment**

- a. The Fire Captain assigned to the Hazmat Team or their designee is responsible to ensure all equipment shall be kept "in date" of any expiration and will be serviced and tested by an outside vendor/company.
- b. The only exception to this is the monthly calibration of the Altair or equivalent gas meters.

## **Article 38. – WATER EMERGENCY DIVE TEAM**

### **1) Dive Team Organizational Structure:**

- a. 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.

### **2) Medical Screening:**

- a. 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.
- b. 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.

### 3) Procedure:

- a. 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
- b. One Captain will be regularly assigned as the Dive Team Captain. The Dive Captain will be designated a stand alone Captains position effective the first cycle change of 2024. The Dive Captain will be filled from the existing ranks of Fire Captain and/or by a member on the Captains promotional list and considered a Fire Captain. The Dive Captains position is eligible to be a “signed in position” in accordance with Article 38, Section C.
- c. 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.
- d. In order to participate in the initial “Rescue Dive Team” training members must be Padi/Nauai “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.
- e. It is agreed that all members of the team will be at a base level of training, that being Padi/Nauai 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
- f. 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.
- g. 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.
- h. Members must be certified to receive stipend (Pass test, maintain certifications, medical screening).

#### **4) Required**

- a. There must be a minimum of 6 Privates and officers trained by this procedure for the Dive Team to be assigned.
- b. 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.
- c. 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.
- d. Drivers assigned under Article 36, Paragraph E.1. which may be used with the team, will not be required to meet any further qualifications.

#### **5) Stipend**

- a. All NFR members who complete the Dive Tender/Boat

Operator training, will be granted one half (1/2) time hourly rate weekly.

- b. Dive Team members will receive a weekly amount equal to one (1) times their hourly rate, as a stipend for this assignment until 6/30/2025.
- c. Effective 7/1/2025, Dive Team Members shall receive 3% of base salary.

### **Article 39. – PERMANENT STATION AND DRIVER ASSIGNMENTS**

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

Permanent Lieutenant Station Assignments will be made available. (2 year in grade minimum).

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

Driver's positions for every fully staffed suppression apparatus will be designated for Permanent Driver Assignments. (4 years min)

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

Each permanent station and permanent driver assignment will be available to all eligible employees annually who meet the qualifications. 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 60 Days prior to the first cycle change after May 1<sup>st</sup>. Transfers as a result of this annual re-signing will occur on the first cycle change after May 1<sup>st</sup>.

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 39.

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.

E.1. 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. The Department has agreed to staff the assigned Driver of the Deputies Car with a Fire Lieutenant. These positions will be filled effective the first cycle change of 2024. Article E.3. is eliminated in its entirety effective the first cycle change of 2024.

E.2 Fire Administration reserves the rights to temporarily transfer Captains (eligible for promotion to Deputy Fire Chief) to above position for a 1 time 8 week cycle basis annually. The Fire Lieutenant normally assigned to this position will be temporarily transferred to the assignment of the temporarily transferred Captain.

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.(Formally E.2.)

E.4 Any Specialist or Fire Alarm Operator may be returned to any position which he or she has formerly held as a Fire Private or Fire Alarm Operator, 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 40 – 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 41 - 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 42 - 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, 2023, and will remain in effect through June 30, 2027. Provided however, that on June 30, 2027, 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 15 day of September, 2023.

Signed, sealed and delivered in the presence of:

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

Thomas Wholey

City of Nashua, New Hampshire:

Jerry W. Doolittle  
Mayor

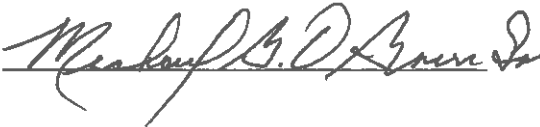
Board of Fire Commissioners:



Witnesses for the Union:



Witnesses for the City:



Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108	109
	58,301	61,247	64,338	67,589	70,232	73,058	73,792	74,529	75,276	76,029
Firefighter - Certified 1		211	212	213	214	215	216	217	218	219
		62,705	65,870	69,198	71,903	74,799	75,549	76,303	77,068	77,838
Firefighter - Certified 2		221	222	223	224	225	226	227	228	229
		62,541	67,086	71,962	76,444	79,523	80,317	81,122	81,934	82,753
Firefighter - Certified 3		231	232	233	234	235	236	237	238	239
		64,028	68,684	73,675	78,263	81,416	82,232	83,053	83,885	84,724

Certified 1 EMS certification appropriate to date of hire and  
Hazardous Material Awareness, Operations and  
Decon and CDL-B if hired after 01/01/2012

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

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant				303	304	305	306	307	308	309
Lieutenant - Certified 1				87,688	88,564	92,136	93,059	93,985	94,928	95,877
				413	414	415	416	417	418	419
Lieutenant - Certified 2				89,776	90,673	94,330	95,275	96,224	97,188	98,160
				423	424	425	426	427	428	429
Lieutenant - Certified 3				88,568	89,453	93,059	93,987	94,928	95,879	96,838
				433	434	435	436	437	438	439
				90,677	91,583	95,275	96,227	97,188	98,160	99,142

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain				503	504	505	506	507	508	509
				96,956	97,926	101,874	102,892	103,921	104,961	106,011
Captain - Certified 1				613	614	615	616	617	618	619
				99,265	100,257	104,298	105,341	106,394	107,461	108,535
Captain - Certified 2				623	624	625	626	627	628	629
				97,928	98,908	102,893	103,923	104,962	106,011	107,071
Captain - Certified 3				633	634	635	636	637	638	639
				100,258	101,262	105,343	106,395	107,462	108,536	109,621

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 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Operator*	100	101	102	103	104	105	106	107	108	109
	58,301	61,247	64,338	67,589	70,232	73,058	73,792	74,529	75,276	76,029
Fire Alarm Operator - Certified 1		211	212	213	214	215	216	217	218	219
		62,541	65,870	69,198	71,903	74,799	75,549	76,303	77,068	77,838
Fire Alarm Operator - Certified 2		221	222	223	224	225	226	227	228	229
		62,705	67,086	71,962	76,444	79,523	80,317	81,122	81,934	82,753
Fire Alarm Operator - Certified 3		231	232	233	234	235	236	237	238	239
		64,028	68,684	73,675	78,263	81,416	82,232	83,053	83,885	84,724

Certified 1 NIMS 700 – National Incident Management Systems  
NIMS 100 – Intro 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 01/01/09 – 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 not 30	30+
		Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Supervisor		302	303	304	305	306	307	308	309
		86,820	87,688	88,564	92,136	93,059	93,985	94,928	95,877
Fire Alarm Supervisor - Certified 1		412	413	414	415	416	417	418	419
		87,690	88,568	89,453	93,059	93,987	94,928	95,879	96,838
Fire Alarm Supervisor - Certified 2		422	423	424	425	426	427	428	429
		88,887	89,776	90,673	94,330	95,275	96,224	97,188	98,160
Fire Alarm Supervisor - Certified 3		432	433	434	435	436	437	438	439
		89,778	90,677	91,583	95,275	96,227	97,188	98,160	99,142

Certified 1 NIMS 300 – Intermediate ICS for Expanding Incidents

Certified 2 NIMS 400 – Advanced ICS for Command and General Staff

APCO Communications Training Officer and  
Certified 1

APCO Communications Center Supervisor and  
Certified 1 and Certified 2

\*Those hired after 01/01/09 – 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 2080 Hours			2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm			702	703	704	705	706	707	708	709
			106,011	107,072	108,144	112,502	113,627	114,761	115,908	117,067
Superintendent of Fire Alarm - Certified 1			812	813	814	815	816	817	818	819
			108,661	109,749	110,847	115,314	116,468	117,632	118,805	119,993
Superintendent of Fire Alarm - Certified 2			822	823	824	825	826	827	828	829
			107,073	108,143	109,225	113,627	114,761	115,909	117,071	118,241
Superintendent of Fire Alarm - Certified 3			832	833	834	835	836	837	838	839
			109,750	110,846	111,955	116,468	117,632	118,806	119,997	121,197

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm			502	503	504	505	506	507	508	509
			95,996	96,956	97,926	101,874	102,892	103,921	104,961	106,011
Asst. Superintendent of Fire Alarm - Certified 1			612	613	614	615	616	617	618	619
			98,397	99,381	100,374	104,420	105,465	106,517	107,585	108,661
Asst. Superintendent of Fire Alarm - Certified 2			622	623	624	625	626	627	628	629
			96,958	97,928	98,908	102,893	103,923	104,962	106,011	107,071
Asst. Superintendent of Fire Alarm - Certified 3			632	633	634	635	636	637	638	639
			99,382	100,376	101,380	105,466	106,520	107,586	108,662	109,748

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal			702	703	704	705	706	707	708	709
			106,011	107,072	108,144	112,502	113,627	114,761	115,908	117,067
Fire Marshal - Certified 1			812	813	814	815	816	817	818	819
			108,661	109,749	110,847	115,314	116,468	117,632	118,805	119,993
Fire Marshal - Certified 2			822	823	824	825	826	827	828	829
			107,073	108,143	109,225	113,627	114,761	115,909	117,071	118,241
Fire Marshal - Certified 3			832	833	834	835	836	837	838	839
			109,750	110,846	111,955	116,468	117,632	118,806	119,997	121,197

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)			502	503	504	505	506	507	508	509
			95,996	96,956	97,926	101,874	102,892	103,921	104,961	106,011
Inspector/Investigator - Certified 1			612	613	614	615	616	617	618	619
			98,397	99,381	100,374	104,420	105,465	106,517	107,585	108,661
Inspector/Investigator - Certified 2			622	623	624	625	626	627	628	629
			96,958	97,928	98,908	102,893	103,923	104,962	106,011	107,071
Inspector/Investigator - Certified 3			632	633	634	635	636	637	638	639
			99,382	100,376	101,380	105,466	106,521	107,586	108,662	109,748

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer			302	303	304	305	306	307	308	309
			86,820	87,688	88,564	92,136	93,059	93,985	94,928	95,877
Inspector/Investigator/Pub Ed Officer - Certified 1			412	413	414	415	416	417	418	419
			88,991	89,879	90,780	94,441	95,385	96,335	97,302	98,275
Inspector/Investigator/Pub Ed Officer - Certified 2			422	423	424	425	426	427	428	429
			87,690	88,568	89,453	93,059	93,987	94,928	95,879	96,838
Inspector/Investigator/Pub Ed Officer - Certified 3			432	433	434	435	436	437	438	439
			89,883	90,783	91,690	95,385	96,337	97,302	98,276	99,259

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety			702	703	704	705	706	707	708	709
Captain Training/Safety - Certified 1			106,011	107,072	108,144	112,502	113,627	114,761	115,908	117,067
			812	813	814	815	816	817	818	819
Captain Training/Safety - Certified 2			108,661	109,749	110,847	115,314	116,468	117,632	118,805	119,993
			822	823	824	825	826	827	828	829
Captain Training/Safety - Certified 3			107,073	108,143	109,225	113,627	114,761	115,909	117,071	118,241
			832	833	834	835	836	837	838	839
			109,750	110,846	111,955	116,468	117,632	118,806	119,997	121,197

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)			502	503	504	505	506	507	508	509
			95,996	96,956	97,926	101,874	102,892	103,921	104,961	106,011
Lieutenant Training/Safety - Certified 1			612	613	614	615	616	617	618	619
			98,397	99,381	100,374	104,420	105,465	106,517	107,585	108,661
Lieutenant Training/Safety - Certified 2			622	623	624	625	626	627	628	629
			96,958	97,928	98,908	102,893	103,923	104,962	106,011	107,071
Lieutenant Training/Safety - Certified 3			632	633	634	635	636	637	638	639
			99,382	100,376	101,380	105,466	106,521	107,586	108,662	109,748

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet			702	703	704	705	706	707	708	709
			106,011	107,072	108,144	112,502	113,627	114,761	115,908	117,067
Superintendent of Fleet - Certified 1			812	813	814	815	816	817	818	819
			108,661	109,749	110,847	115,314	116,468	117,632	118,805	119,993
Superintendent of Fleet - Certified 2			822	823	824	825	826	827	828	829
			107,073	108,143	109,225	113,627	114,761	115,909	117,071	118,241
Superintendent of Fleet - Certified 3			832	833	834	835	836	837	838	839
			109,750	110,846	111,955	116,468	117,632	118,806	119,997	121,197

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet			502	503	504	505	506	507	508	509
			95,996	96,956	97,926	101,874	102,892	103,921	104,961	106,011
Asst. Superintendent of Fleet - Certified 1			612	613	614	615	616	617	618	619
			98,397	99,381	100,374	104,420	105,465	106,517	107,585	108,661
Asst. Superintendent of Fleet - Certified 2			622	623	624	625	626	627	628	629
			96,958	97,928	98,908	102,893	103,923	104,962	106,011	107,071
Asst. Superintendent of Fleet - Certified 3			632	633	634	635	636	637	638	639
			99,382	100,376	101,380	105,466	106,520	107,586	108,662	109,748

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 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308	309
	85,096	85,960	86,820	87,688	88,564	92,136	93,059	93,985	94,928	95,877
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418	419
	87,237	88,109	88,991	89,879	90,780	94,441	95,385	96,335	97,302	98,275
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428	429
	85,962	86,823	87,690	88,568	89,453	93,059	93,987	94,928	95,879	96,838
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438	439
	88,112	88,993	89,883	90,783	91,690	95,385	96,337	97,302	98,276	99,259

Certified 1      EMS certification appropriate to date of hire and  
Hazardous Material Awareness, Operations and  
Decan

Certified 2      ASE Truck Technician

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 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108	109
	60,656	63,721	66,937	70,320	73,069	76,010	76,773	77,539	78,317	79,101
Firefighter - Certified 1		211	212	213	214	215	216	217	218	219
		65,238	68,531	71,993	74,808	77,821	78,601	79,386	80,181	80,983
Firefighter - Certified 2		221	222	223	224	225	226	227	228	229
		65,067	69,797	74,869	79,532	82,735	83,562	84,400	85,244	86,096
Firefighter - Certified 3		231	232	233	234	235	236	237	238	239
		66,615	71,458	76,652	81,425	84,705	85,554	86,409	87,274	88,146

Certified 1      EMS certification appropriate to date of hire and  
Hazardous Material Awareness, Operations and  
Decon and CDL-B if hired after 01/01/2012

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

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant				303	304	305	306	307	308	309
				91,231	92,142	95,859	96,819	97,782	98,763	99,751
Lieutenant - Certified 1				413	414	415	416	417	418	419
				93,403	94,336	98,141	99,124	100,112	101,114	102,125
Lieutenant - Certified 2				423	424	425	426	427	428	429
				92,146	93,067	96,819	97,784	98,763	99,752	100,750
Lieutenant - Certified 3				433	434	435	436	437	438	439
				94,340	95,283	99,124	100,114	101,114	102,126	103,147

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

[illegible]

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 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Operator*	100	101	102	103	104	105	106	107	108	109
	59,467	62,472	65,624	68,941	71,636	74,520	75,268	76,019	76,782	77,550
Fire Alarm Operator - Certified 1		211	212	213	214	215	216	217	218	219
		63,792	67,187	70,582	73,341	76,295	77,060	77,829	78,609	79,395
Fire Alarm Operator - Certified 2		221	222	223	224	225	226	227	228	229
		63,959	68,428	73,401	77,972	81,113	81,924	82,745	83,572	84,408
Fire Alarm Operator - Certified 3		231	232	233	234	235	236	237	238	239
		65,309	70,057	75,149	79,828	83,044	83,876	84,714	85,562	86,418

Certified 1 NIMS 700 – National Incident Management Systems  
NIMS 100 – Intro 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 Millilamp System and Certified 1 and Certified 2

\*Those hired after 01/01/09 – 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 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Supervisor	302	303	304	305	306	307	308	309
	88,557	89,442	90,336	93,979	94,921	95,865	96,827	97,795
Fire Alarm Supervisor - Certified 1	412	413	414	415	416	417	418	419
	89,444	90,339	91,242	94,921	95,867	96,827	97,797	98,774
Fire Alarm Supervisor - Certified 2	422	423	424	425	426	427	428	429
	90,665	91,571	92,487	96,217	97,180	98,149	99,132	100,123
Fire Alarm Supervisor - Certified 3	432	433	434	435	436	437	438	439
	91,574	92,490	93,414	97,180	98,151	99,132	100,123	101,125

Certified 1 NIMS 300 – Intermediate ICS for Expanding Incidents

Certified 2 NIMS 400 – Advanced ICS for Command and General Staff

Certified 3 APCO Communications Training Officer & Certified 1

APCO Communications Center Supervisor and Certified 1 and Certified 2

\*Those hired after 01/01/09 – 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 2080 Hours			2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm			702	703	704	705	706	707	708	709
Superintendent of Fire Alarm - Certified 1			108,131	109,213	110,307	114,752	115,899	117,057	118,226	119,408
			812	813	814	815	816	817	818	819
Superintendent of Fire Alarm - Certified 2			110,834	111,944	113,064	117,620	118,797	119,984	121,181	122,393
			822	823	824	825	826	827	828	829
Superintendent of Fire Alarm - Certified 3			109,215	110,306	111,410	115,899	117,057	118,227	119,412	120,606
			832	833	834	835	836	837	838	839
			111,945	113,063	114,194	118,797	119,984	121,182	122,397	123,621

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm			502	503	504	505	506	507	508	509
			97,916	98,896	99,885	103,911	104,950	106,000	107,060	108,131
Asst. Superintendent of Fire Alarm - Certified 1			612	613	614	615	616	617	618	619
			100,365	101,368	102,382	106,509	107,574	108,648	109,737	110,834
Asst. Superintendent of Fire Alarm - Certified 2			622	623	624	625	626	627	628	629
			98,897	99,886	100,886	104,951	106,001	107,061	108,131	109,212
Asst. Superintendent of Fire Alarm - Certified 3			632	633	634	635	636	637	638	639
			101,370	102,383	103,408	107,576	108,650	109,738	110,835	111,943

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

## APPENDIX B

FY2025 - July 1, 2024 through June 30, 2025

Base 2080 Hours				2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Marshal				702	703	704	705	706	707	708	709
				110,293	111,398	112,513	117,047	118,217	119,398	120,591	121,796
Fire Marshal - Certified 1				812	813	814	815	816	817	818	819
				113,050	114,183	115,325	119,972	121,173	122,384	123,605	124,841
Fire Marshal - Certified 2				822	823	824	825	826	827	828	829
				111,399	112,512	113,638	118,217	119,398	120,592	121,800	123,018
Fire Marshal - Certified 3				832	833	834	835	836	837	838	839
				114,184	115,324	116,478	121,173	122,384	123,606	124,845	126,093

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)				502	503	504	505	506	507	508	509
				99,875	100,874	101,883	105,989	107,048	108,120	109,201	110,293
Inspector/Investigator - Certified 1				612	613	614	615	616	617	618	619
				102,373	103,396	104,429	108,639	109,726	110,821	111,931	113,051
Inspector/Investigator - Certified 2				622	623	624	625	626	627	628	629
				100,875	101,884	102,903	107,050	108,121	109,203	110,294	111,397
Inspector/Investigator - Certified 3				632	633	634	635	636	637	638	639
				103,397	104,431	105,476	109,727	110,825	111,933	113,051	114,182

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer				302	303	304	305	306	307	308	309
				90,328	91,231	92,142	95,859	96,819	97,782	98,763	99,751
Inspector/Investigator/Pub Ed Officer - Certified 1				412	413	414	415	416	417	418	419
				92,586	93,510	94,448	98,256	99,239	100,227	101,233	102,245
Inspector/Investigator/Pub Ed Officer - Certified 2				422	423	424	425	426	427	428	429
				91,233	92,146	93,067	96,819	97,784	98,763	99,752	100,750
Inspector/Investigator/Pub Ed Officer - Certified 3				432	433	434	435	436	437	438	439
				93,514	94,450	95,394	99,239	100,229	101,233	102,246	103,269

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety			702	703	704	705	706	707	708	709
			110,293	111,398	112,513	117,047	118,217	119,398	120,591	121,796
Captain Training/Safety - Certified 1			812	813	814	815	816	817	818	819
			113,050	114,183	115,325	119,972	121,173	122,384	123,605	124,841
Captain Training/Safety - Certified 2			822	823	824	825	826	827	828	829
			111,399	112,512	113,638	118,217	119,398	120,592	121,800	123,018
Captain Training/Safety - Certified 3			832	833	834	835	836	837	838	839
			114,184	115,324	116,478	121,173	122,384	123,606	124,845	126,093

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)			502	503	504	505	506	507	508	509
			99,875	100,874	101,883	105,989	107,048	108,120	109,201	110,293
Lieutenant Training/Safety - Certified 1			612	613	614	615	616	617	618	619
			102,373	103,396	104,429	108,639	109,726	110,821	111,931	113,051
Lieutenant Training/Safety - Certified 2			622	623	624	625	626	627	628	629
			100,875	101,884	102,903	107,050	108,121	109,203	110,294	111,397
Lieutenant Training/Safety - Certified 3			632	633	634	635	636	637	638	639
			103,397	104,431	105,476	109,727	110,825	111,933	113,051	114,182

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fleet			702	703	704	705	706	707	708	709
			108,131	109,213	110,307	114,752	115,899	117,057	118,226	119,408
Superintendent of Fleet - Certified 1			812	813	814	815	816	817	818	819
			110,894	111,944	113,064	117,620	118,797	119,984	121,181	122,393
Superintendent of Fleet - Certified 2			822	823	824	825	826	827	828	829
			109,215	110,306	111,410	115,899	117,057	118,227	119,412	120,606
Superintendent of Fleet - Certified 3			832	833	834	835	836	837	838	839
			111,945	113,063	114,194	118,797	119,984	121,182	122,397	123,621

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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fleet			502	503	504	505	506	507	508	509
			97,916	98,896	99,885	103,911	104,950	106,000	107,060	108,131
Asst. Superintendent of Fleet - Certified 1			612	613	614	615	616	617	618	619
			100,365	101,368	102,382	106,509	107,574	108,648	109,737	110,834
Asst. Superintendent of Fleet - Certified 2			622	623	624	625	626	627	628	629
			98,897	99,886	100,886	104,951	106,001	107,061	108,131	109,212
Asst. Superintendent of Fleet - Certified 3			632	633	634	635	636	637	638	639
			101,370	102,383	103,408	107,576	108,650	109,738	110,835	111,943

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 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308	309
	86,798	87,679	88,557	89,442	90,336	93,979	94,921	95,865	96,827	97,795
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418	419
	88,982	89,872	90,771	91,677	92,596	96,329	97,293	98,261	99,248	100,241
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428	429
	87,682	88,559	89,444	90,339	91,242	94,921	95,867	96,827	97,797	98,774
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438	439
	89,874	90,773	91,681	92,598	93,524	97,293	98,264	99,248	100,241	101,244

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 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	101	102	103	104	105	106	107	108	109
	62,173	65,314	68,610	72,078	74,896	77,910	78,693	79,478	80,275	81,078
Firefighter Dive Team										
		67,277	70,672	74,244	77,146	80,251	81,057	81,866	82,688	83,514
Firefighter Hazmat A										
		67,277	70,672	74,244	77,146	80,251	81,057	81,866	82,688	83,514
Firefighter Hazmat B										
		66,130	69,467	72,978	75,831	78,883	79,675	80,470	81,278	82,091
Firefighter Dive Team & Hazmat A										
		69,239	72,734	76,409	79,397	82,592	83,422	84,254	85,100	85,951
Firefighter Dive Team & HazMat B										
		68,092	71,529	75,144	78,082	81,224	82,040	82,859	83,690	84,527
Firefighter - Certified 1		211	212	213	214	215	216	217	218	219
		66,869	70,244	73,793	76,678	79,766	80,566	81,371	82,186	83,007
Firefighter - Certified 1 Dive Team										
		68,878	72,355	76,010	78,982	82,163	82,987	83,816	84,655	85,502
Firefighter - Certified 1 Hazmat A										
		68,878	72,355	76,010	78,982	82,163	82,987	83,816	84,655	85,502
Firefighter - Certified 1 Hazmat B										
		67,704	71,121	74,715	77,636	80,762	81,573	82,387	83,212	84,044
Firefighter - Certified 1 Dive Team & Hazmat A										
		70,888	74,466	78,228	81,286	84,560	85,408	86,261	87,125	87,996
Firefighter - Certified 1 Dive Team & Hazmat B										
		69,713	73,232	76,932	79,940	83,159	83,993	84,832	85,681	86,538

Base 2184 Hours	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter - Certified 2	221	222	223	224	225	226	227	228	229
	66,694	71,541	76,741	81,520	84,804	85,651	86,510	87,375	88,248
Firefighter - Certified 2 Dive Team									
	68,698	73,691	79,047	83,970	87,352	88,225	89,109	90,000	90,900
Firefighter - Certified 2 Hazmat A									
	68,698	73,691	79,047	83,970	87,352	88,225	89,109	90,000	90,900
Firefighter - Certified 2 Hazmat B									
	67,527	72,435	77,699	82,538	85,863	86,721	87,590	88,466	89,350
Firefighter - Certified 2 Dive Team & Hazmat A									
	70,702	75,841	81,353	86,419	89,900	90,799	91,709	92,626	93,552
Firefighter - Certified 2 Dive Team & Hazmat B									
	69,531	74,585	80,005	84,988	88,411	89,295	90,189	91,091	92,002
Firefighter - Certified 3	231	232	233	234	235	236	237	238	239
	68,281	73,245	78,568	83,460	86,822	87,693	88,569	89,456	90,350
Firefighter - Certified 3 Dive Team									
	70,332	75,446	80,929	85,968	89,431	90,328	91,230	92,144	93,065
Firefighter - Certified 3 Hazmat A									
	70,332	75,446	80,929	85,968	89,431	90,328	91,230	92,144	93,065
Firefighter - Certified 3 Hazmat B									
	69,133	74,160	79,549	84,502	87,907	88,788	89,675	90,573	91,478
Firefighter - Certified 3 Dive Team & Hazmat A									
	72,384	77,647	83,290	88,476	92,040	92,963	93,892	94,832	95,780
Firefighter - Certified 3 Dive Team & Hazmat B									
	71,185	76,360	81,910	87,010	90,515	91,423	92,336	93,261	94,193

Certified 1 EMS certification appropriate to date of hire and Hazardous Material Awareness, Operations and Decon and CDL-B if hired after 01/01/2012

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

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant				303	304	305	306	307	308	309
				93,511	94,446	98,255	99,239	100,226	101,232	102,245
Lieutenant Dive Team										
				96,321	97,284	101,208	102,221	103,238	104,274	105,317
Lieutenant Hazmat A										
				96,321	97,284	101,208	102,221	103,238	104,274	105,317
Lieutenant Hazmat B										
				94,679	95,625	99,482	100,479	101,478	102,496	103,521
Lieutenant Dive Team & Hazmat A										
				99,131	100,122	104,160	105,204	106,250	107,316	108,389
Lieutenant Dive Team & Hazmat B										
				97,489	98,463	102,435	103,461	104,490	105,538	106,594
Lieutenant - Certified 1				413	414	415	416	417	418	419
				95,738	96,695	100,595	101,602	102,615	103,642	104,678
Lieutenant- Certified 1 Dive Team										
				98,615	99,600	103,617	104,655	105,698	106,756	107,824
Lieutenant - Certified 1 Hazmat A										
				98,615	99,600	103,617	104,655	105,698	106,756	107,824
Lieutenant - Certified 1 Hazmat B										
				96,933	97,902	101,851	102,871	103,896	104,936	105,986
Lieutenant - Certified 1 Dive Team & Hazmat A										
				101,491	102,506	106,640	107,708	108,781	109,871	110,969
Lieutenant - Certified 1 Dive Team & Hazmat B										
				99,810	100,808	104,874	105,924	106,979	108,051	109,131



Base 2184 Hours					3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
					Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain					503	504	505	506	507	508	509
Captain Dive Team					103,395	104,430	108,639	109,725	110,823	111,931	113,051
Captain Hazmat A					106,502	107,568	111,903	113,022	114,153	115,295	116,448
Captain Hazmat B					104,687	105,734	109,996	111,095	112,207	113,329	114,462
Captain Dive Team & Hazmat A					109,609	110,706	115,168	116,319	117,483	118,658	119,845
Captain Dive Team & Hazmat B					107,793	108,872	113,260	114,392	115,537	116,693	117,860
Captain - Certified 1					613	614	615	616	617	618	619
					105,857	106,915	111,225	112,336	113,460	114,597	115,743
Captain- Certified 1 Dive Team					109,038	110,128	114,567	115,712	116,869	118,041	119,221
Captain - Certified 1 Hazmat A					109,038	110,128	114,567	115,712	116,869	118,041	119,221
Captain- Certified 1 Hazmat B					107,179	108,250	112,614	113,739	114,877	116,028	117,188
Captain - Certified 1 Dive Team & Hazmat A					112,219	113,341	117,909	119,087	120,279	121,494	122,699
Captain - Certified 1 Dive Team & Hazmat B					110,360	111,463	115,956	117,115	118,286	119,472	120,666



Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Operator *	100	101	102	103	104	105	106	107	108	109
	60,954	64,033	67,265	70,664	73,427	76,383	77,150	77,920	78,701	79,488
Fire Alarm Operator - Certified 1		211	212	213	214	215	216	217	218	219
		65,387	68,867	72,346	75,175	78,202	78,987	79,775	80,574	81,380
Fire Alarm Operator - Certified 2		221	222	223	224	225	226	227	228	229
		65,558	70,139	75,236	79,922	83,141	83,972	84,813	85,661	86,518
Fire Alarm Operator - Certified 3		231	232	233	234	235	236	237	238	239
		66,942	71,809	77,028	81,824	85,120	85,973	86,832	87,701	88,578

Certified 1 NIMS 700 – National Incident Management Systems  
NIMS 100 – Intro 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 Milliamper System and Certified 1 and Certified 2

\*Those hired after 01/01/09 – 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 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Supervisor			302	303	304	305	306	307	308	309
			90,771	91,678	92,594	96,329	97,294	98,261	99,247	100,240
Fire Alarm Supervisor - Certified 1			412	413	414	415	416	417	418	419
			91,680	92,598	93,523	97,294	98,264	99,247	100,241	101,244
Fire Alarm Supervisor - Certified 2			422	423	424	425	426	427	428	429
			92,932	93,861	94,799	98,622	99,610	100,602	101,610	102,626
Fire Alarm Supervisor - Certified 3			432	433	434	435	436	437	438	439
			93,863	94,803	95,750	99,610	100,605	101,610	102,627	103,653

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

\*Those hired after 01/01/09 – Certified 1 and Certified 2 apply upon signing of this Agreement. Certified 3 applies July 1, 2022. Certifications must be maintained and kept current.

[illegible]

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

[illegible]

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
				702	703	704	705	706	707	708	709
Fire Marshal				113,051	114,182	115,326	119,973	121,172	122,383	123,605	124,841
				812	813	814	815	816	817	818	819
Fire Marshal - Certified 1				115,877	117,037	118,208	122,972	124,202	125,444	126,695	127,962
				822	823	824	825	826	827	828	829
Fire Marshal - Certified 2				114,184	115,325	116,479	121,172	122,383	123,607	124,845	126,094
				832	833	834	835	836	837	838	839
Fire Marshal - Certified 3				117,039	118,207	119,390	124,202	125,444	126,696	127,966	129,246

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator (Asst. Supt. Fire Marshal)				502	503	504	505	506	507	508	509
				102,371	103,395	104,430	108,639	109,725	110,823	111,931	113,051
Inspector/Investigator - Certified 1				612	613	614	615	616	617	618	619
				104,932	105,981	107,040	111,355	112,469	113,591	114,730	115,877
Inspector/Investigator - Certified 2				622	623	624	625	626	627	628	629
				103,397	104,431	105,476	109,726	110,824	111,933	113,051	114,182
Inspector/Investigator - Certified 3				632	633	634	635	636	637	638	639
				105,982	107,041	108,113	112,470	113,595	114,731	115,878	117,037

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Inspector/Investigator/Pub Ed Officer				302	303	304	305	306	307	308	309
				92,586	93,511	94,446	98,255	99,239	100,226	101,232	102,245
Inspector/Investigator/Pub Ed Officer - Certified 1				412	413	414	415	416	417	418	419
				94,901	95,848	96,809	100,712	101,720	102,732	103,764	104,802
Inspector/Investigator/Pub Ed Officer - Certified 2				422	423	424	425	426	427	428	429
				93,514	94,450	95,393	99,239	100,229	101,232	102,246	103,269
Inspector/Investigator/Pub Ed Officer - Certified 3				432	433	434	435	436	437	438	439
				95,852	96,812	97,779	101,720	102,735	103,764	104,802	105,850

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Captain Training/Safety				702	703	704	705	706	707	708	709
Captain Training/Safety - Certified 1				113,051	114,182	115,326	119,973	121,172	122,383	123,605	124,841
				812	813	814	815	816	817	818	819
Captain Training/Safety - Certified 2				115,877	117,037	118,208	122,972	124,202	125,444	126,695	127,962
				822	823	824	825	826	827	828	829
Captain Training/Safety - Certified 3				114,184	115,325	116,479	121,172	122,383	123,607	124,845	126,094
				832	833	834	835	836	837	838	839
				117,039	118,207	119,390	124,202	125,444	126,696	127,966	129,246

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 not 30	30+
				Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Lieutenant Training/Safety (Asst. Supt. Training Div)				502	503	504	505	506	507	508	509
				102,371	103,395	104,430	108,639	109,725	110,823	111,931	113,051
Lieutenant Training/Safety - Certified 1				612	613	614	615	616	617	618	619
				104,932	105,981	107,040	111,355	112,469	113,591	114,730	115,877
Lieutenant Training/Safety - Certified 2				622	623	624	625	626	627	628	629
				103,397	104,431	105,476	109,726	110,824	111,933	113,051	114,182
Lieutenant Training/Safety - Certified 3				632	633	634	635	636	637	638	639
				105,982	107,041	108,113	112,470	113,595	114,731	115,878	117,037

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

[illegible]

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

[illegible]

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 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Mechanic (3rd Rank Spec)	300	301	302	303	304	305	306	307	308	309
	88,968	89,871	90,771	91,678	92,594	96,329	97,294	98,261	99,247	100,240
Mechanic - Certified 1	410	411	412	413	414	415	416	417	418	419
	91,206	92,118	93,040	93,969	94,911	98,738	99,725	100,718	101,729	102,747
Mechanic - Certified 2	420	421	422	423	424	425	426	427	428	429
	89,874	90,773	91,680	92,598	93,523	97,294	98,264	99,247	100,241	101,244
Mechanic - Certified 3	430	431	432	433	434	435	436	437	438	439
	92,121	93,042	93,973	94,913	95,862	99,725	100,721	101,729	102,747	103,775

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 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Firefighter	100	231	232	233	234	235	236	237	238	239
	64,038	70,329	75,442	80,925	85,964	89,427	90,324	91,226	92,139	93,061
Firefighter - Dive Team										
		72,439	77,706	83,353	88,543	92,110	93,033	93,963	94,903	95,852
Firefighter - Hazmat A										
		72,439	77,706	83,353	88,543	92,110	93,033	93,963	94,903	95,852
Firefighter - Hazmat B										
		71,208	76,385	81,937	87,039	90,545	91,453	92,366	93,291	94,224
Firefighter - Dive Team & Hazmat A										
		74,549	79,969	85,781	91,122	94,793	95,743	96,699	97,668	98,644
Firefighter - Dive Team & Hazmat B										
		73,318	78,649	84,364	89,618	93,228	94,162	95,103	96,055	97,016

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Base 2184 Hours	Probation	Off Probation	2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Operator	100	231	232	233	234	235	236	237	238	239
	62,782	68,950	73,963	79,338	84,278	87,674	88,553	89,437	90,333	91,236

Base 2184 Hours			2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Fire Alarm Supervisor			432	433	434	435	436	437	438	439
			96,679	97,647	98,622	102,598	103,623	104,658	105,705	106,762

Base 2080 Hours			2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Superintendent of Fire Alarm			832	833	834	835	836	837	838	839
			118,186	119,366	120,560	125,420	126,674	127,938	129,220	130,513

Base 2080 Hours			2 years	3 years	4 not 10	10 not 15	15 not 20	20 not 25	25 not 30	30+
			Grade	Grade	Grade	Grade	Grade	Grade	Grade	Grade
Asst. Superintendent of Fire Alarm			632	633	634	635	636	637	638	639
			107,021	108,091	109,173	113,573	114,708	115,856	117,014	118,184





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Base 2080 Hours	Probation		Off Probation		2 years		3 years		4 not 10		10 not 15		15 not 20		20 not 25		25 not 30		30+	
	Grade	430	Grade	431	Grade	432	Grade	433	Grade	434	Grade	435	Grade	436	Grade	437	Grade	438	Grade	439
Mechanic - (3rd Rank Spec)	94,885		95,834		96,792		97,761		98,738		102,717		103,742		104,781		105,830		106,888	

## 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 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.\*

