

AGREEMENT BETWEEN THE  
TOWN OF SALEM, NEW HAMPSHIRE



AND THE

PROFESSIONAL FIREFIGHTERS OF SALEM  
IAFF LOCAL 2892



April 1, 2004 to March 31, 2007

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## ARTICLE 1 - AGREEMENT

This Agreement between the Town of Salem, New Hampshire (hereinafter called the "Town") and the Professional Firefighters of Salem, Local 2892, International Association of Firefighters (hereinafter called the "Union") is made and entered on this 1st day of April, 2004.

## ARTICLE 2 – PURPOSE

The general purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours, and other terms and conditions of employment for members of the bargaining unit described in the Recognition clause as follows:

## ARTICLE 3 - RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for:

All full-time and part-time permanent members of the Town's Fire Department to include the following:

- Firefighters
- Lieutenants
- Firefighter/Paramedic
- Captains
- Dispatchers
- Part-time Dispatchers
- Communication Supervisor
- Fire Inspection
- Fire Mechanic
- Assistant Fire Mechanic
- Fire Alarm Technician
- Personal Safety Equipment Technician

2. The term "employee" as used herein refers to members of this unit as listed above.
3. It is understood that nothing contained in this Article shall be construed to prevent the Town or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters which are proper subjects of collective negotiation, and covered by a term of this agreement, any changes shall be made only through negotiations and agreement with the Union.

## ARTICLE 4 - EXCLUSIONS

1. The agreement excludes the ranks of:

Fire Chief  
Assistant Fire Chief  
Deputy Fire Chief/Marshal  
Clerical Positions

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
3. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

## ARTICLE 5 - NON-DISCRIMINATION

The Town and Union agree not to discriminate against a member of Unit because of race, creed, color, sex, age, religion, national origin, Union status or a physical/mental disability which does not affect his/her ability to carry out the duties and responsibilities of the position.

## ARTICLE 6 - MANAGEMENT RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions and policies of the Town without prior negotiation with the Unit shall include but not be limited to the following:
  - A. The right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration;
  - B. The right to relieve an employee from duty because of lack of work or other legitimate reasons;
  - C. The right to take such action as in its judgment it deems necessary to maintain the efficiency of Department operations;
  - D. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Department operations are to be conducted;
  - E. The right to take such actions as may be necessary to carry out the missions of the Department in case of emergencies;
  - F. The right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.
2. Nothing in this agreement shall be construed to limit the right of the Chief and/or other ranking officers to command the Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.
3. No part of this Article shall be construed so as to preclude any employee from filing a grievance concerning application of any Article of this Agreement that concerns wages, hours, or conditions of employment.

## ARTICLE 7 - UNION BUSINESS

1. The union officers and representatives are as follows:

President	Three Members of the Grievance Committee
Vice President	Three Members of Collective Bargaining Team
Treasurer	Two Members of the Finance Committee
Secretary	Two Members of the Fund-Raising Committee
	Three Members of the Health & Safety Committee

2. The Union shall advise the Town of the names of the employees holding Union office (as noted above).
3. Union officers as described above shall be permitted to process grievances (prepare paperwork and route grievances) and prepare for consultation during their scheduled hours of duty, provided they have prior permission from the Chief or his designee and the amount of time in which officers are engaged in such activities is reasonable. Such permission shall not be withheld arbitrarily.
4. Every effort will be made to schedule collective bargaining sessions at a time which does not conflict with the scheduled duty of employees who are members of the Union collective bargaining team. In the event that employees, not to exceed two (2) in number, who are members of the Union's collective bargaining team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay. The Town's obligation under this Paragraph is limited to coverage of only two men. In the event that a member of the negotiating team becomes eligible for an extra duty shift, he/she shall receive a bye for that shift.
5. The Executive Committee of the Union shall be permitted up to ten (10) shifts with pay for the purpose of engaging in State, National, and International Conventions, Training Activities, Educational Activities, with prior approval of the Chief, or his designee, which approval shall not be unreasonably withheld.

## ARTICLE 8 - NO STRIKE

The Union and its members acknowledge that Strikes and other forms of job action by public employees are unlawful and in violation of R.S.A. 273-A:13.

## ARTICLE 9 - CONSULTATION CLAUSE

1. Representatives of the Union shall meet with the Chief or his designee, once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the Union to the Chief no less than five days before the scheduled date of the meeting. At the discretion of the Chief, or his designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief, or his designee, and the Union from meeting on a less frequent basis on mutual agreement.
2. Nothing contained herein shall prevent the Union from consulting with the Chief or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature.
3. The Town and the Union recognizes that it is in the best interest for the citizens of Salem and the safety of the members of the Unit for the Chief and representatives of the Unit to discuss appropriate levels of On Duty Manning for effective department operations and proper safety for the Unit members.

## ARTICLE 10 - DISCIPLINE AND TERMINATION FOR CAUSE

1. An employee may be disciplined and/or terminated for misbehavior while on duty if there is found to be proper reasonable cause. An employee may be disciplined and/or terminated for misbehavior while off duty only if this behavior has a severe and demonstrated impact on the employee's ability to perform his/her duties and responsibilities.

The disciplinary process shall include: verbal warning; written warning; suspension; termination (Section 3 through 6 of this Article illustrate the steps of the process). Although the above named steps are illustrative of the entire disciplinary process, the Town reserves the right to assess discipline on the merits of the offense and may initiate discipline at any step of the process.

2. Proper reasonable cause shall include, but shall not be limited to the following on duty behavior: demonstrated incompetence based on the duties and responsibilities outlined in recognized position description; recurring absence without leave; insubordination; falsification of reports; conduct unbecoming an employee.
3. VERBAL WARNING: A verbal warning will be issued within ten (10) days of a supervisor's knowledge of the event(s) on which the warning was based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.
4. WRITTEN WARNING: A written warning will be issued to the employee by the Chief, or his designee, within ten (10) days of knowledge of the event on which the warning is based. The warning will include the nature of the offense and remedial suggestions. Copies of the warning will be forwarded to the Union president and the employee's personnel file. Upon the request of the employee, the warning will be removed from the employee's file if the offense does not recur within twelve (12) months from the date of the warning.
5. SUSPENSION: The Chief will recommend suspension to the Town Manager within ten (10) days of knowledge of the incident on which the recommendation is based. The recommendation will state the reason for the action and will include remedial suggestions. Copies of the recommendation will be forwarded to the employee, the Union President and the employee's personnel file. The Town manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.

6. TERMINATION: The Chief will recommend termination to the Town Manager within ten (10) days of knowledge of the incident on which the recommendation is based. Copies of the recommendation will be forwarded to the employee, the Union president and the employee's personnel file. The Town Manager will conduct an Administrative hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.
7. The employee's personnel file referred to in this Article shall be the file maintained by the Town's Personnel Department. Employees and/or their authorized representatives shall have access to their files at any reasonable time.
8. All discipline and termination for proper reasonable cause is subject to the grievance procedure.
9. In cases where the discipline assessed is less than the discipline recommended, the employee's personnel file will only contain a record of the final decision.
10. For the purpose of this Article, days shall be defined as calendar days.
11. The limits in this Article may be extended by mutual agreement.
12. Prior to initiating the actions outlined in Sections 4, 5, and 6 of this Article, the Chief will conduct an Administrative Hearing into the alleged offense.
13. At all Administrative Hearings the employee and/or his representative shall be present, and all evidence used as a basis of the Chief's recommendation, or the Town Manager's decision, shall be presented.  
  
The employee and/or his representative shall have ample opportunity to examine/cross examine all individuals presenting evidence against the employee; and the employee shall be permitted the opportunity to present evidence in his/her defense. The Town agrees to make available all Town employees who may be called as witnesses for either party, and to provide a stenographic record, if requested, of all such Administrative Hearings.
14. Employees shall be accompanied by a Union official at any step in this Proceeding, unless the employee declines, in writing, Union representation.
15. All discipline issued under this Article shall be consistent with "past practice."

## ARTICLE 12 - POLITICAL ACTIVITY

1. It is the right of any employee to belong to the political party of his/her choice and to cast his/her ballot in accordance with his/her conscience.
2. It is improper conduct, and in violation of this agreement to:
  - A. Participate in any campaign for a candidate while on duty, in uniform or in any other way using his/her position as a firefighter for any Town elected office by involvement in any activities which are part of that campaign, including, but not limited to:
    - Solicitation of funds
    - Distribution of political campaign literature
    - Making public political speeches
  - B. Campaign for or hold any Town office without having been granted a leave of absence without pay by the Board of Selectmen.
  - C. Hold any elected position which conflicts with the proper execution of his/her duties.
3. Any section of this Article may be waived by the Town.

## ARTICLE 13 - HEALTH AND SAFETY

1. Recognition - Both the Town and the Union recognize and agree that it is in the best interest of the Town, the people of the Town of Salem, and the members of the Unit that the parties to this agreement take all feasible steps to provide efficient and safe equipment and material to provide safe, clean, sanitary work conditions, and to protect the general health and safety of the members of the Unit.
2. Committee - A committee will be formed which will be made up of three (3) members elected by the membership of the Union. The committee shall meet at least once in any calendar month for the purpose of discussing health and Safety Issues with the Chief, or his designee.
3. Recommendation - The Chief shall review and discuss with the committee the written recommendations and shall implement those which he deems appropriate. Upon implementation, the substance of the recommendation will be added to Departmental Safety Rules. These rules shall be put into a booklet form and issued to all members of the Unit.
4. Failure to Comply - The Chief, or his designee, shall respond to the written recommendations within sixty (60) days with his decision as to whether or not the recommendation will be implemented. Failure to so respond shall be deemed a refusal to implement said written recommendation. Failure of the Chief to implement said written recommendation, or failure of the Town or employees to comply with written and distributed Departmental Safety Rules, may be subject to the Grievance Process, or the Disciplinary Process.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

1. All line personnel shall work an average of forty-two (42) hours per week in accordance with the schedule set out as Appendix B.
  2. Dispatchers shall work eight (8) hour shifts on a four (4) consecutive days on, two (2) consecutive days off basis, as set out as Appendix C. This shall be effective April 1, 1985.
  3. Fire Inspector and Fire Superintendent shall work 42 hours per week on a schedule as set by the Chief.
  4. In all situations in which the Town desires or determines that there is a need to utilize manpower in excess of present on-duty strength (call-back and call-in), the Town agrees that it will compensate each individual at a rate of time and one-half (1½) for a minimum of three (3) hours, or the time actually worked, whichever is greater.
  5. On duty personnel, once they have been assigned to their respective duty units, shall not leave the station except to answer emergency calls or as permitted by the Chief, or his designee.
  6. All hours worked in excess of a regular daily schedule shall be compensated for at one and one-half (1½) times the employee's regular hourly rate of pay.
  7. In all situations in which an employee is held over beyond his/her regular shift, the employee shall be compensated as follows:

1 – 30 minutes:	One-half (½) hour, overtime rate
31+ minutes:	3 hours pay, overtime rate or actual hours worked, at overtime rate which ever is greater
- If the holdover occurs during the twenty-four (24) hour time period of Christmas Day, New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or on Christmas Eve or New Year's Eve after 18:00 hours, the employee shall be paid a minimum of three (3) hours pay at time and one half (1½) or time worked, whichever is greater.
8. In the event a part-time dispatcher works any part of the above named holidays, the employee shall be paid time and one half (1½) their regular rate of pay for the entire shift.

## ARTICLE 15 - PAY INCREASE

1. Effective April 1, 2004 (2.5% increase)

### DISPATCHER

Start	28,101
1 Year	29,693
2 Years	31,289
3 Years	32,879

### DISPATCHER (PART TIME)

Start	13.91
1 Year	14.76
2 Years	15.61
3 Years	16.48

### COMMUNICATIONS SUPERVISOR

Start	34,474
1 Year	36,388
2 Years	37,501
3 Years	38,459

### FIRE FIGHTER

Start	35,270
1 Year	37,980
2 Years	40,687
3 Years	41,803

### FIRE FIGHTER/PARAMEDIC

Start	37,980
1 Year	40,687
2 Years	43,716
3 Years	44,991

### LIEUTENANT

Start	44,991
1 Year	46,265
2 Years	47,541

### CAPTAIN

Start	52,163
1 Year	53,207
2 Years	54,271

MECHANIC/FIRE FIGHTER

Start	43,716
1 Year	44,991
2 Years	46,265
3 Years	47,541

ASSISTANT FIRE MECHANIC

Start	43,716
1 Year	44,991
2 Years	46,265
3 Years	47,541

FIRE INSPECTOR

Start	46,265
1 Year	47,541

PERSONAL SAFETY EQUIPMENT TECHNICIAN

Start	37,385
1 Year	40,260
2 Years	43,129
3 Years	44,313

2. Effective April 1, 2005 (2.75% increase)

DISPATCHER

Start	28,874
1 Year	30,510
2 Years	32,149
3 Years	33,783

DISPATCHER (PART TIME)

Start	14.29
1 Year	15.17
2 Years	16.04
3 Years	16.93

COMMUNICATIONS SUPERVISOR

Start	35,422
1 Year	37,389
2 Years	38,532
3 Years	39,517

FIRE FIGHTER

Start	36,240
1 Year	39,024
2 Years	41,806
3 Years	42,953

FIRE FIGHTER/PARAMEDIC

Start	39,024
1 Year	41,806
2 Years	44,918
3 Years	46,228

LIEUTENANT

Start	46,228
1 Year	47,537
2 Years	48,848

CAPTAIN

Start	53,597
1 Year	54,670
2 Years	55,763

MECHANIC/FIRE FIGHTER

Start	44,918
1 Year	46,228
2 Years	47,537
3 Years	48,848

ASSISTANT FIRE MECHANIC

Start	44,918
1 Year	46,228
2 Years	47,537
3 Years	48,848

FIRE INSPECTOR

Start	47,537
1 Year	48,848

PERSONAL SAFETY EQUIPMENT TECHNICIAN

Start	38,413
1 Year	41,367
2 Years	44,315
3 Years	45,532

3. Effective April 1, 2006 (3% increase)

DISPATCHER

Start	29,740
1 Year	31,425
2 Years	33,113
3 Years	34,796

DISPATCHER (Part Time)

Start	14.72
1 Year	15.63
2 Years	16.52
3 Years	17.44

COMMUNICATIONS SUPERVISOR

Start	36,485
1 Year	38,511
2 Years	39,688
3 Years	40,703

FIREFIGHTER

Start	37,327
1 Year	40,195
2 Years	43,060
3 Years	44,242

FIREFIGHTER/PARAMEDIC

Start	40,195
1 Year	43,060
2 Years	46,266
3 Years	47,615

LIEUTENANT

Start	47,615
1 Year	48,963
2 Years	50,313

CAPTAIN

Start	55,205
1 Year	56,310
2 Years	57,436

MECHANIC/FIREFIGHTER

Start	46,266
1 Year	47,615
2 Years	48,963
3 Years	50,313

ASSISTANT FIRE MECHANIC

Start	46,266
1 Year	47,615
2 Years	48,963
3 Years	50,313

FIRE INSPECTOR

Start	48,963
1 Year	50,313

PERSONAL SAFETY EQUIPMENT TECHNICIAN

Start	39,565
1 Year	42,608
2 Years	45,644
3 Years	46,898

Further, the parties agree to meet and confer to discuss the dispatch supervisor compensation within 6-12 months.

## ARTICLE 16 - OVERTIME PROCEDURE

1. The assignment and distribution of overtime for members of the Unit shall be made in accordance with the methods set out as in this article. Overtime shall be of two types, "Unscheduled Extras" which shall be emergency type replacements and "Scheduled Extras" which shall be replacement for members taking vacations, holidays, or other scheduled days off. Separate lists of personnel shall be compiled for each of the two types of overtime. All Scheduled and Unscheduled extras shall be allocated in the following manner:
2. Day Shift - All overtime to be performed during any daytime shift (8:00 a.m. to 6:00 p.m.) shall be assigned to members on a constantly rotating basis according to job classification (Captains, Lieutenants, Firefighters).
3. Night Shift - All overtime to be performed during any night time shift (6:00 p.m. to 8:00 a.m.) shall be assigned to members on a constantly rotating basis according to job classification (Captains, Lieutenants, Firefighters).
4. Distribution - Overtime opportunities shall be offered to the individual whose name is at the top of the appropriate list (according to job classification), and shall be offered in order of the next available shift. After being offered, subject to certain limited exceptions (byes), the overtime shall be considered as overtime actually worked. Once the overtime has been offered, whether it has been accepted or refused (it must be accepted or refused when offered), the name shall move to the bottom of the list. If an individual is called for overtime in advance and cannot be reached he/she will remain on top of the list until contacted or until a priority shift becomes available (next available shift). If an individual is not home (between 4:00 p.m. and 6:00p.m.) when called for a night shift that night or not home (between 7:00 a.m. and 8:00 a.m.) when called for a day shift that day, he/she will be marked "not home" and move to the bottom of the list. Individuals will not be eligible for overtime on the shift immediately following a sick shift and will move to the bottom of the list. Overtime shall be filled as soon as possible. If an individual is called and his/her phone is busy, the procedure is to try again in five (5) minutes. If it is between the hours of 7:00 a.m. and 8:00 a.m. for a shift that day or 4:00 p.m. and 6:00 p.m. for a shift that night, the individual will get a "phone busy" and move to the bottom of the list.
5. Procedure for Callers - Individuals doing the calling for unscheduled extras will do so in the following manner:
  - A. Individual filling out the overtime slip will sign his name to the bottom and do the appropriate paperwork.
  - B. Individual filling the extra will also sign his name to the bottom of the overtime slip
  - C. When calling the person on top of the list, the caller will let the phone ring for a minimum of ten (10) rings.

- D. If phone is busy, the caller will wait five (5) minutes and try again letting the phone ring a minimum of ten (10) times.
  - E. Only the Unit members may accept the overtime shift unless arrangements have been made through the duty officer.
6. Exceptions (Byes) - Under the following circumstances individuals will not be charged refusals and will stay at the top of the overtime list.
- A. WEEK VACATION - Unit members may receive a bye for the actual week, for four days before and for four days after. This holds true for any combination of vacation days, holidays, or personal days, that make up four consecutive days off.
  - B. SINGULAR DAY (vacation, holiday, personal day) - Unit members may receive a bye for actual shift, for the shift before and the shift after.
  - C. SWAPS - Unit members may receive a bye for the actual shift. This covers both the individual working and the individual who swapped.
  - D. WORKING 48 HOURS - Unit members may receive a bye if working four shifts within a 48 hour time period. If a member puts himself into a 48 hour shift (or any other covered under this bye) he cannot elect to receive the bye for shifts already scheduled or accepted.
  - E. UNION ACTIVITY - Unit members may receive a bye for any shifts offered while engaging in certain union activities as established by past practice.
  - F. SCHOOL - Unit members may receive a bye for any shifts offered while attending any training session or classes that are fire service, emergency medical services, management, or labor related.
  - G. ACCIDENT ON DUTY - Unit members may receive byes for all shifts missed while out AOD.
  - H. BEREAVEMENT - Unit members may receive a bye similar to that of vacations.
  - I. ALARM ROOM OVERTIME - Unit members may receive a bye if offered a 12-8 shift and is scheduled to work the next day or working a 12-8 shift and offered a day shift the next morning.
  - J. FIRE ACADEMY - Unit members returning from the fire academy may receive a bye for 48 hours following their return.
  - K. DISPATCHERS - May receive byes if working or will be working more than two (2) consecutive shifts.

- L. Three (3) Extras in a Week - Unit members may receive a bye if they have worked (or lost) three (3) or more extras in a week.
  - M. Unit members may receive a bye if called after 8:00 a.m. for a shift that day or if called after 6:00 p.m. for a shift that night.
  - N. If a member elects to receive a bye but then refuses a shift that entitled him to the bye, he then gets a refusal for the shift that he received the bye for.
  - O. If a member takes the last two (2) night shifts of a tour of duty and the first two (2) day shifts of the following tour of duty for a total of four (4) consecutive shifts off, that member shall receive a bye for any overtime offered during the scheduled four (4) days off between these tours.
  - P. BYES FOR EXTENDED SICK LEAVE – A unit member who is out for more than four consecutive shifts of sick time shall be given byes for overtime that occur commencing with the first sick shift until the unit member returns to work full time.
7. Dispatchers - Overtime for dispatchers shall be distributed equitably to Fire Dispatchers first, on a rotating basis, similar to the method as set out above. If no dispatcher is available for overtime service, then the overtime shall be offered to a separate list of qualified unit members who voluntarily agreed to accept overtime in this capacity. The overtime shall be allocated to the qualified unit members in a manner similar to that as set out above.
8. Failure to Report for Duty - If an employee is unable to report for duty on time for the start of his shift he must notify his immediate officer stating the reason why before start of shift. The officer will then try to secure a standby for this employee. If, at no cost to the Town, a standby cannot be secured he will then hire a person at the provided call back rates. The employee who is being replaced will be assessed dollar-for-dollar the cost incurred for this replacement and the amount will be deducted from his next salary check.
9. If an employee has not notified his immediate officer before the start of his shift a replacement will be assigned and all cost, dollar-for-dollar, will be deducted from the late employee's next salary check. Also, it is the late employee's responsibility to notify his officer within one hour after start of said shift stating the reason why he has not reported on time.
10. If an employee fails to notify his immediate officer after the one hour as provided in Section 9, and does not show just cause, he will be considered A.W.O.L., and will be subject to disciplinary action demonstrated by past practice.
11. The Chief, or his designee, will determine if reasons are acceptable through a consultation process with the employee. If the Chief finds the reason unacceptable the employee will face disciplinary action to concur with policy described in Section 9.

## ARTICLE 17 - PLUS RATES

1. Upon the order of the Chief, or his designee, or in an emergency in the absence of an order, an employee may be required to perform the duties and responsibilities of a position other than the one to which he is assigned, the employee shall be paid at the appropriate rate of the alternate position during said service. The employee shall be paid at this rate for at least the minimum call back period.
2. Any employee who shall perform duties and responsibilities in an alternate position or higher classification shall be paid at the appropriate base rate which shall be not less than five percent (5%) above his current base rate of pay.
3. The following procedures will be used when it is necessary to pay plus rates for supervisory positions:
  - A. CAPTAIN'S POSITION - In the event that it is necessary to fill a Captain's regular duty position, all Captains will be offered the opportunity to work. If no Captain is available, the next available Lieutenant will be called in according to the rotating overtime list. Of the Lieutenants then on duty, the most senior Lieutenant is offered first refusal to work in the Captain's position at the plus rate, and so on in order of job classification seniority until the position is filled.
  - B. LIEUTENANT'S POSITION - In the event that it is necessary to fill a Lieutenant's regular duty position, all Lieutenants will be offered the opportunity to work. No Lieutenant is available; the next available Captain will be called in according to the rotating overtime list. The Captain called in will perform the functions for the absent Lieutenant (at Captain's regular rate). If no Captain or Lieutenant is available, the next available firefighter will be called in according to the rotating overtime list. Of the firefighters then on duty, the most senior firefighter is offered first refusal to work in the Lieutenant's position at the plus rate, and so on in order of seniority until the position is filled.
4. Any member of the Unit who shall be requested to work in an alternate position or a higher classification may refuse to do so without incurring any penalty or adverse effect.

## ARTICLE 18 - COURT TIME

1. All employees who attend court as the result of a duty-related activity may be paid a standard witness fee through the court. This witness fee shall be turned over to the Town.
2. The employee shall be paid at the time and one-half (1½) rate based on his current rate of pay for a minimum of three (3) hours or time spent in court, whichever is greater. The section shall apply only to those employees who attend court on their time off.

## ARTICLE 19 - ACADEMIC REIMBURSEMENT

1. The Town shall reimburse members of the Union for all costs of tuition, registration fees and books up to \$1,500.00 per employee per year for taking job-related courses from an accredited institution.
2. In order to qualify for reimbursement, the member must secure prior approval from the Fire Chief or his designee and the Town Manager, and must successfully complete the course with a grade of "C" or better. Determination shall be made within 14 calendar days of submission. If not denied then it is deemed approved. The course(s) must begin within one year of the approval.
3. Payment will be made within thirty (30) calendar days of the submission of verification of completion of course work.
4. If a Unit member terminates his/her employment within one (1) year after receiving any academic reimbursement, he/she will reimburse the Town for course(s) taken from one (1) year prior to termination to the date of termination.
5. The Town shall not be required to expend more than \$7,500.00 in total in any given calendar year for this program.

## ARTICLE 20 - PRIVATE FIRE DUTY

1. Whenever any private person or organization is required or shall seek the service of the off-duty employees of the Fire Department for fire duty, such work shall be rotated by the Chief, or his designee, among those employees who volunteer for such work during their off-duty hours.
2. Whenever any employee works such an assignment or refuses such an assignment after receiving forty-eight (48) hours notice, his/her name shall be placed on the bottom of the fire duty rotating roster.
3. The rate of pay for off-duty fire duty shall be one and one-half (1½) times the employee's base hourly rate with a minimum of four (4) hours.
4. In addition to the pay rates established in Section 3 of this Article, the Town shall include the following when billing vendors:
  - A. N.H. State Retirement System - Current Rates
  - B. Worker's Compensation - Current Rates
  - C. Administrative Surcharge - 2.5%

Prior to establishing the Private Fire Duty rate, the Union President shall meet with the Chief and/or appropriate staff for an explanation of the components which make up the rate.

## ARTICLE 21 – LONGEVITY

Any member of the Union who has completed five (5) years of service for the Town shall receive a payment of Two Hundred Dollars (\$200) and an additional Forty Dollars (\$40) per year for every year of service beyond the initial five.

Longevity payments will be made up in a lump sum on or before December 1 of each year. For the purpose of determining eligibility for participation, the required number of years of service must be completed on or before December 31 in the year in which the payment is to be made.

## ARTICLE 22 - UNIFORM ALLOWANCE

1. The Town will pay to members of the Unit, a uniform replacement allowance which shall be used for replacement of issued uniforms. The said uniform replacement allowance shall be paid on the following basis on April 1 of each year.

Captains	\$675.00/per year
Firefighters	\$675.00/per year
Lieutenants & Inspectors	\$675.00/per year
Dispatchers	\$675.00/per year
Part-time Dispatchers	\$125.00/per year

## ARTICLE 23 - LEVELS OF PROFICIENCY

1. Scope of Article - The Town and the Unit recognize that it is desirable for employees to acquire and maintain levels of proficiency. Accordingly, Unit members will receive incentive payment as provided for in Section 2 of this article.

2. Incentive Payment - Employees shall receive incentive payment as follows:

For achieving recognized levels of proficiency as established by the National Fire Protection Association and or State of New Hampshire.

A. Firefighter I - The Town recognizes the effort expended by employees in acquiring a Firefighter I designation. All employees who acquire this designation and are certified biennially shall receive a payment of 1.5% of their annual base salary on July 1. This step shall be available after the 1985 payment only for those members of the Unit who are not required by State Law to meet this standard.

B. Career Firefighter - The Town also recognizes the effort expended by employees in acquiring Career Firefighter designation. All employees who acquire this designation and are certified biennially shall receive a payment of 2% of their annual base salary on July 1 of each year.

Employees will be given an opportunity to qualify for the above mentioned payment prior to December 1 of each year.

C. Firefighter II - Upon successful completion of this certification process for Firefighter II designation, an employee will receive an incentive payment of 3% of his base salary on or before July 1 of each year, which shall be made annually unless the employee fails a biennial recertification examination. Those individuals who are unsuccessful in being recertified will be given the opportunity to take a second test no later than December 1 of the year in question. Successful completion of that examination will be deemed recertification for the July 1 payment.

D. Firefighter III - Upon successful completion of the certification process of Firefighter III designation, the employee will receive an incentive payment of 4.5% of his base salary on or before July 1. This payment will be made annually unless the employee fails a biennial recertification examination. Should the employee fail said examination he will be given an opportunity to take a second recertification examination before December 1 of the year in question. Passing same he shall be considered to be certified or recertified for the entire year for the purpose of the July 1 payment.

3. The Town further recognizes that it is desirable for employees to acquire and maintain EMT certification. Accordingly, members of the Unit shall receive incentive payment as provided for in Section 4 of this article.

4. Incentive Payment - employees will receive incentive payment as follows:

All members of the Unit who are certified and can practice as an EMT will receive a payment in the amount of 6.5% of their base salary on or before October 1 of each year.

5. Employees who are certified and can practice as EMT Intermediates providing Intravenous Therapy will be paid 2.5% of their base salary on or before July 1.
6. Employees who receive Cardiac Defibrillation certification will be paid 1.5% of their base salary on or before July 1.
7. Dispatchers who receive a Certified Public Safety Dispatcher certificate will be paid 2% of his/her base salary on or before July 1.
8. Dispatchers hired after April 1, 1988 will be eligible for only the following levels of proficiency: (1) EMT and (2) Certified Public Safety Dispatcher.
9. Employees who attain certifications during a calendar year shall have payments for those certifications prorated as follows:
  - A. If an employee becomes certified between January 1 and March 31, the member shall receive the entire incentive payment.
  - B. If certification is attained between April 1 and June 30, the employee shall receive three fourths ( $\frac{3}{4}$ ) of the payment.
  - C. If certification is attained between July 1 and September 30, the employee shall receive one half ( $\frac{1}{2}$ ) of the payment.
  - D. If certification is attained between October 1 and December 1, the employee shall receive one fourth ( $\frac{1}{4}$ ) of the payment.
  - E. If certification is attained between December 2 and December 31, the employee shall receive no payment.

Payments will take place upon scheduled dates as stated in Sections 2-7 or within 30 days of notification to the Department of certification if scheduled dates of payments have passed.

10. Employees whose certification(s) lapse during the calendar year shall have their incentive payment prorated based upon full completed months that they held their certification. A completed month of certification entitles an employee to one twelfth ( $\frac{1}{12}$ ) of the incentive payment(s).

Further, the parties agree to meet and confer to discuss Paramedic and CDL incentive within 6-12 months.

## ARTICLE 24 - LIFE INSURANCE

The Town agrees that it will provide to each member of the Unit, Life Insurance coverage with the following benefits:

1. One year's base salary, to the next highest thousand, to be paid upon non-work related non-accidental death.
2. Two times one year's base salary to the next highest thousand, should the death be accidental and non-work related.
3. Three times one year's base salary, to the next highest thousand, should the death occur while the employee is on duty or to and from duty.

## ARTICLE 25 - EXTENDED INSURANCE BENEFITS

### 1. Heath Plan Coverage

- A. Blue Choice – New England (POS)  
Blue Choice – New Hampshire (POS)  
BC/BS JY (Indemnity)  
Matthew Thornton (HMO)

- B. In 2001, the Town will pay capped maximum monthly amounts for the individual, two person and family plans and the employee will pay the difference between the monthly premium and the capped maximum amounts. The capped monthly amounts will be Individual: \$250.00; Two person: \$481.00; Family: \$638.00 for all plans.

In subsequent years, the capped maximum monthly amounts for the individual, two person and family plans will be calculated as follows: The Blue Choice New England Plan premiums will be used as a baseline for future increases. Should the premiums for this plan increase in subsequent years, the Town will pay eighty-five percent (85%) of the premium of the Blue Choice New England Plan. That amount, adjusted annually after 2001, will then be used as the Town's contribution towards all plans offered each year.

- C. Employees who choose not to enroll in the health care plan upon open enrollment, and who provide written proof of health care coverage outside the Town's plan, will be paid a disenrollment incentive of \$1,200.00 per year, paid weekly (and not considered in the calculation of overtime rates), for as long as they do not participate in the Town's plan. Such employees may re-enroll in the Town's plan during open enrollment period.

The Town shall offer the following health plan coverage in conformance with Section 125 of the Internal Revenue Code.

- 2. Members of the Union who retire because of duty-connected injury, or widows-widowers and dependants of members of the Union killed on duty, may remain members of the plan; and the Town will pay the full premium of the plan chosen up to the amount of the premium for the Blue Choice New England Plan. The widow/widower benefit shall cease upon remarriage.
- 3. Members of the Union who have retired may remain members of the Town's health plan but must pay the entire cost of the premium themselves.

4. Dental Plan Coverage

A. Members of the Union will be included in the Dental Plan A, B, C & D that is presently being provided by the Town of Salem to some of its employees.

B. The Town will pay for the entire single person plan premium and one-half (½) of the difference between either the two person plan or family plan and the single person plan. The employee is responsible for paying the remainder of any premium.

5. The Town shall indemnify and hold harmless, for up to one thousand dollars (\$1,000) of loss, any member who, due to circumstances beyond the member's control, fails to comply with the 48 hour notification requirement for unscheduled admission certification under the Managed Care Endorsement of the health insurance plan.

## ARTICLE 26 - TREATMENT OF INJURED EMPLOYEES

The Town recognizes its responsibility to provide adequate medical care and hospital provision, within the scope of the current health/medical policy and worker's compensation statute, for those employees injured in the line of duty. The Town agrees that it shall provide transportation by ambulance for the initial trip at the request of the injured employee or his/her family to any specialized treatment facility within a reasonable distance from Salem, NH. The Town is free from any liability which may result from the employee's/family's choice of facility.

The Union and Town agree to meet and confer regarding this article and to attempt to reach an agreement within a 6-12 month time frame. It is further agreed that all current memorandums of agreement and contract language related to this article will remain in full force, until amended by agreement.

## ARTICLE 27 -DEFENSE OF LAWSUITS

The Town of Salem hereby agrees that it shall undertake to defend and be responsible to pay any judgment issued against an employee covered by this agreement arising out of an act or omission of the employee for personal injury or property damage including death or damage to property while the employee was engaged in the scope of his/her employment as a Firefighter and as an employee of the Town of Salem.

## ARTICLE 28 - TRAINING (OPPORTUNITIES)

1. Definition - Training opportunity shall mean training for employees covered under this Agreement which is job-related but does not include training which is a condition of continued employment. Opportunities shall be posted on the department bulletin board upon becoming available. A copy of the posting shall be supplied to the Union president. The posting shall describe the course, hours of attendance, minimum qualification, application procedure, number of openings available. The Town may provide shift coverage for employees attending a Certified Paramedic training course and or program.

The Town may provide shift coverage or allow attendance in service for employees attending Paramedic recertification and continuing education training.

2. Duration of Posting - The duration of the posting period shall be dependent on the date when the notice of the training opportunity is received at the department and the commencement date of the course. Every reasonable effort will be made to post such notices for a minimum of three weeks. If an employee is absent for any reason during the entire posting period, every reasonable effort will be made by the department to notify the absent employee by mail.
3. Costs and Expenses - Employees covered under this agreement who are required to report for training outlined in Section 1 shall be paid their full salary for said periods and upon submitting receipts, shall be reimbursed for all necessary and reasonable costs and expenses incurred.

Employees required to use private vehicles for training shall be reimbursed at the mileage reimbursement rate adopted by the Town.

4. Criteria - Reasonable criteria established by the Chief or his designee will be posted. Members of the Unit who meet the criteria will be given equal consideration for the opportunity. If more members of the Unit meet the criteria than there are available openings, the Chief shall make the decision on a reasonable basis, and show no favoritism.

## ARTICLE 29 - RESIGNATION, LAYOFFS, AND RETIREMENT

1. RESIGNATION - Any member of the Unit may resign his/her position with thirty (30) calendar days notice to the Town. Once the member has submitted a written resignation from employment with the Town, he can withdraw it only for good cause shown as approved by the Chief.
  - A. Upon the resignation becoming final, the member will lose all rights to seniority.
  - B. Upon the resignation becoming final, the member shall be paid the following:
    1. If the member has completed at least ten (10) years service to the Town, he/she shall have his/her sick time redeemed at a rate of one shift's pay for each shift redeemed. If the member has not completed ten (10) years of service to the Town, the member shall have his/her sick time redeemed at a rate of one shift's pay for two shifts redeemed.
    2. Pro rata holiday and vacation pay accumulated to the date of resignation.
2. LAYOFFS - Should the Town contemplate a layoff of members of the Unit, then the Town agrees to the following steps and procedures:
  - A. At least 6 months before any contemplated layoffs occur, with the exception of layoffs made necessary by some unexpected action of the budget committee or Town Meeting; the Town shall notify the Union for the purpose of advising the Union as to the reasons and the anticipated scope of any layoffs. The Town will confer with the Union in good faith for the purpose of seeking alternate solutions to the contemplated layoff. Should it become obvious that no agreement is possible then the layoffs may proceed.
  - B. Should the Town be in a position to hire individuals for any purpose, laid off Unit members who are qualified for the positions for hire shall be given preference over other equally qualified individuals.
  - C. The Town agrees to recall laid off members of the Unit and shall do so in writing by certified mail return receipt, and the Unit member must respond in writing to the recall within four (4) weeks of receipt of Recall Notice. If a fire position becomes available, the Town agrees to recall laid-off members starting with the most senior Unit member.
  - D. Should a laid off member of the Unit be rehired within eighteen (18) months of the layoff, he shall retain his seniority, and any rights which inure to it. For the purposes of this section the period of the time of the layoff shall not be considered for determining either departmental seniority or job classification seniority.
  - E. Layoffs shall occur to individuals with the least departmental seniority first.

- F. Layoffs in a job classification shall occur to the members with the least job classification seniority first.
  - G. A laid off individual shall receive the same payments as a resigning individual, except that he shall receive one-quarter ( $\frac{1}{4}$ ) of a weeks pay for each sick time shift accumulated.
3. RETIREMENT – Members retiring from the Town of Salem shall be entitled to the following payments with thirty calendar days notice to the Town:
- A. Longevity – Full payment based upon the number of full years of service with the Town of Salem as scheduled to be paid on December 1.
  - B. Sick Shift – One shift's pay for each shift accrued by the member on the retirement date (members hired prior to January 1, 1983 shall receive an additional fifteen (15) shifts). Shifts in the year of retirement will be pro-rated.
  - C. Vacation Shifts – One shift's pay for each shift accrued by the member on the retirement date (members hired prior to January 1, 1983 shall receive an additional twenty-four (24) shifts). Shifts in the year of retirement will be pro rated.
  - D. Holiday Shifts – In the year of retirement no employee will be paid holiday pay.
  - E. Severance Pay – In lieu of holiday shifts in the year of retirement, severance pay will be granted. Full-time employees will receive pay in the amount of 12 shifts less the number of holiday shifts used, if any.
  - F. Levels of Proficiency – Full payment in the year of retirement based on certifications held at date of retirement.

## ARTICLE 30 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. Employees have and shall be protected in the exercise of the rights, freely and without fear of penalty or reprisal or loss of other substantive rights to join or not join and assist or not assist in the Professional Firefighters of Salem.
2. Should at any time the Professional Firefighters of Salem vote to become affiliated with the International Association of Firefighters or any other national, international, or state labor organization, it is agreed that this Contract shall remain in full force and effect. Without limiting the foregoing, the Town agrees that it will not aid, engage, promote, or finance any other group or entity, either incorporated or non-incorporated, for the purpose of collective bargaining or make or enter into any agreement with such group or organization which would adversely affect the Union or violate any of the substantive rights of the employees and members of the Union, or be in violation of the law of the State of New Hampshire.
3. Complaints against a member of the Union brought by a civilian will be handled by the Town in the following manner:
  - A. The Chief, or his designee, shall notify the employee within seventy-two (72) hours of the complaint being lodged. If the employee is not available, the Chief, or his designee, shall notify a member of the Union Executive Board. No complaint shall be acted upon unless it is set out in writing and signed by the complaining individual. Notice of the complaint from the Chief, or his designee, shall also be in writing setting out the nature of the complaint, the date and time of the alleged complaint, and the name of the individual alleging same and any reported witnesses to same. Should the Chief, or his designee, not act upon the civilian complaint within 72 hours of receipt, the complaint shall then be destroyed and shall not be placed in the employee's personnel file nor shall any record, either official or unofficial, remain thereof.
  - B. Any disciplinary action based on the complaints shall be subject to the Discipline and Termination, and Grievance articles of this agreement.
  - C. In no event will complaints of any nature be kept in the employee's personnel file, which is either maintained at the Town Office, or the personnel file maintained at the Fire Station, without the knowledge of the employee and without all the steps in this procedure having been followed.
  - D. The employee retains his right to review his personnel file or files at any reasonable time.

## ARTICLE 31 - FIREARM AND EXPLOSIVE RESTRICTION

No employee covered by this Agreement shall be required to carry firearms of any type at any time while on duty nor be ordered to search for or inspect any building or locations suspected of housing a bomb or other explosive devices.

## ARTICLE 32 – SENIORITY

1. The Town and the Union agree that certain rights and privileges should accrue to employees who have served the Town for some length of time. Such rights and privileges should be in accordance with Departmental and Job Classification Seniority.
  - A. Departmental Seniority - Shall be defined as the total length of full-time employment with the department and shall be determined in the first instance by reference to the date of commencement of employment. From this total, any unpaid leave(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.
  - B. Job Classification Seniority - Shall be defined as the total length of full-time employment in a particular job classification, and shall be determined in the first instance by reference to the date of commencement of employment in that job classification. From this total, any unpaid leaves(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.

### 2. Seniority Ranking

- A. Should two (2) or more employees be appointed to their present job classification on the same date, the employee with the greater departmental seniority shall be deemed to have the greater job classification seniority.
- B. Should two (2) or more employees have identical departmental seniority, then the employee with the greater job classification seniority shall be deemed to have the greater departmental seniority.
- C. Should two (2) or more employees have identical departmental seniority, then seniority shall be determined by total Union involvement, based on the following schedule:

President	10 points per year
Vice President	5 points per year
Committee member or alternate	3 points per year
Secretary	5 points per year
Treasurer	5 points per year

Committee members and alternates shall include any elected positions including (Fund-raising Committee, Finance Committee, Negotiation Committee, Grievance Committee and Health/Safety).

The Union shall provide the Town, annually with an update of point totals as of December 31.

3. The Town will prepare departmental and job classification seniority lists on, or about, January 1. Lists will be posted on the department bulletin board with a copy forwarded to the Union President.
4. Seniority shall be applied as follows:
  - A. VACATIONS - Seniority shall be applied in determining vacation scheduling if the vacation request is made on or before May 1. Job classification seniority shall prevail.
  - B. TRANSFERS - Seniority shall be applied in determining transfers as follows:
    1. If an opening is created through retirement, layoff, resignation, etc., the opening shall be posted for a minimum of two (2) weeks, and open for all members of the Unit to bid.
    2. Seniority will be taken into consideration when determining transfer assignments.
    3. All transfers deemed necessary will be made on or before March 1. Any other transfers during the year will be preceded by consultation with the Union President, and accompanied with a written explanation from the Chief as to why the transfer was deemed necessary.
  - C. OVERTIME LIST - Seniority shall prevail in establishing department overtime list (separate list according to classification) as established in past practice.
  - D. OUTSIDE DETAIL LIST - Departmental seniority shall prevail in establishing an outside detail list, unless a certain classification is needed.

#### AMBULANCE ASSIGNMENTS

1. The two (2) Firefighter/EMTs assigned to the ambulance at Central shall be chosen from the three (3) Firefighter/EMTs with the least seniority at Central.
  - A. The officer responsible for duty assignments shall have the discretion to modify the above procedure under the following circumstances:
    1. if the least senior member(s) is/are working a multiple shift (have completed 24 hours or more duty);

2. if the least senior member(s) is/are assigned to a different job function for bona fide training;
3. extenuating circumstances that impact the proper performance of department operations.

B. LAYOFFS - In the event of layoffs, members with the least department seniority will be laid off first.

## ARTICLE 33 - PROMOTIONAL TESTINGS

1. Type of Test - The promotional test given shall be a comprehensive examination constructed by IMPA or the State of New Hampshire Fire Standards and Training or any outside source that is agreeable to both the Town and the Union. A minimum of thirty percent of the test shall be different from the previous year's examination. In Addition to other materials, the Salem NH Fire Departments Standard Operating Guidelines and Policies along with the Department's Mission and Philosophy Statements may be used to formulate questions for the exam.
2. Promotions - All promotions to classification in the Bargaining Unit shall be made from the ranks in accordance with the procedure set forth in this agreement.
3. Experience for Inspector - An applicant for the position of Inspector must have completed three (3) consecutive years of service as a Firefighter with the Salem Fire Department within five (5) years of the examination date, to be eligible to take the examination.
4. Experience for Lieutenant - An applicant for the position of a line Lieutenant must have completed three (3) consecutive years of service as a Firefighter with the Salem Fire Department within five (5) years of the examination date, to be eligible to take the examination.
5. Experience for Captain - An applicant for the position of Captain must have competed three (3) consecutive years of service as a Lieutenant with the Salem Fire Department within five (5) years of the examination date, to be eligible to take the examination.
6. Notification and Testing Posting - All notification of testing shall be posted at least sixty (60) days prior to commencement of the testing procedure and all test posting shall include the following information:
  - A. A general outline of the subject areas to be covered by the written and oral exams
  - B. Closing date
  - C. Job Description
  - D. Number of openings
  - E. A suggested list of study materials
7. Test Scoring - An applicant must attain at least a seventy percent (70%) score on the written examination in order to be eligible for the Oral Board, unless the test validators assign a different score.

8. Scoring - Final scoring will be calculated by the following schedule:

Written Exam	60%
Oral Board	20%
Staff Evaluation	15%
Chief's Evaluation	5%

It is further agreed that the Oral Board will not be scored until Staff Evaluation and the Chief's Evaluation has been completed, and no scores of any portion of the exam will be given to candidates until all testing has been completed.

9. Date of Testing - The tests will be given on or about March 1 of each year and the new eligibility list will be provided by May 1 of each year. Inspector's test shall be given on or about June 1 and the new eligibility list provided by August 1 of each year.
10. Validity of Eligibility List - The list shall be valid for one year or until the new list is drawn.
11. Oral Board - The Oral Board portion of the test will be given by three (3) to five (5) full-time fire officers all of whom will be employed by municipalities other than Salem. All of the fire officers sitting on the Oral Board will have a rank equal to or higher than that for which the test is being given. All individuals being interviewed by the Oral Board will be designated by number and only the Director of Personnel for the Town of Salem and the individuals being tested shall know what number they have been assigned. The interviewers will grade each candidate and make written comments which will be available to each candidate for their review.
12. Staff Evaluation - The staff evaluation portion of the testing process for the ranks of Inspector, Lieutenant and Captain shall be as follows:
- A. Inspector - A committee made up of two (2) Lieutenants, two (2) Captains (one representative from each group), and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.
  - B. Lieutenant - A committee made up of two (2) Lieutenants, two (2) Captains (one representative from each group), including the Lieutenant who has been primarily responsible for the supervision of the candidate for the majority of the past twelve (12) months, and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.
  - C. Captain - A committee made up of all Captains, and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.

13. Chief's Evaluation - The Chief's evaluation portion of the testing process for the ranks of Inspector, Lieutenants, and Captain shall be scored based on the following:

The Fire Chief shall interview each of the candidates, evaluating their commitment to the Department's mission, philosophy, goals and objectives. In addition, the candidate's interpersonal skills, past job performance and competency levels will be considered.

The Chief's rating shall be based on the above factors with special emphasis on identifying the very best candidate to fulfill organizational needs.

14. Candidate's Review - Each candidate shall be permitted one week (7 days) to review any and all portions of the testing procedure before the final results are posted. In the event that any candidate puts in a written complaint against any portion of the testing procedure within the one week review period, the final results will not be posted until the complaint is cleared through the grievance procedure.

Seniority Weight - Following the completion of all phases of the testing process and prior to the final ranking on the eligibility list, each candidate's score will have added .25 point for every continuous full year of service with the Salem Fire Department.

15. Selection Process - The individual with the highest score on the entire test, remaining on the eligibility list, will be chosen for promotion, unless the Chief details, in writing, the reasons why the promotion should not be made. If the individual at the top of the list is not chosen then the Chief's reasons may be subject to the Grievance Process.
16. An employee promoted to a new position shall be placed on the pay step of the new position that first provides a raise of not less than five percent (5%) over the pay of the position occupied by the employee immediately prior to the promotion. The raise shall not exceed the top step of the new position.

## ARTICLE 34 - WORKERS' COMPENSATION BENEFIT

Members of the Unit who are injured while in the service of the Town of Salem are eligible for the following Workers' Compensation benefits:

1. The employee shall receive full pay for the first four (4) weeks of disability. The employee shall sign his Workers' Compensation check over to the Town for said period no later than fourteen (14) calendar days following the date of issuance of the check(s).
2. From five (5) through fifty-two (52) weeks of disability, the employee shall receive no less than seventy-five (75%) percent of his gross pay. In the event that the employee is receiving a Workers' Compensation check, and that check is greater than 75% of his gross, the employee shall keep the entire check. In the event that the Workers' Compensation check is less than 75% of gross pay, or no check is received, the Town will issue a separate check for the difference between whatever is received and 75% of gross pay.
3. The Town and/or its Workers' Compensation carrier retain the right to request updated information during the disability for which the Town or Carrier is responsible to pay.
4. A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining the nature of the disability, prognosis for recovery, probable length of disability.
5. Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to his regular duties.
6. Employees who lose time to a work-related injury, which is compensable as set out above, may not engage in any outside work of any kind.
7. During a work related injury, the employee is responsible for making payments to the Town for the employee portion of health and dental insurance premiums. Payments must be made directly to the Town in a timely manner to avoid interruption of coverage.

## ARTICLE 35 - SICK LEAVE

1. Except for Dispatchers, all members of the Unit shall be given an annual sick leave of 15 shifts. These shifts may be accumulated up to a total of 90 shifts.  
  
Dispatchers shall be given an annual sick leave of 18 shifts. These shifts may be accumulated up to a total of 120 shifts.
2. Any shifts in excess of 120 for Dispatchers, and 90 for other members of the Unit, which the employee does not donate to the Sick Bank, shall be bought back by the Town at the rate of one shift's pay for each shift redeemed. Payment for such sick days shall be made on or before March 1 of each year.
3. Members of the Unit who separate after ten (10) years of service, or due to service related disability, shall have their sick time redeemed by the Town at the rate of one shift's pay for each shift redeemed.
4. The Town and Union have set up a "sick leave bank" and the Rules and Regulation of same are attached to this contract and marked Appendix A.

## ARTICLE 36 - SWAP POLICY

1. Employees may be granted special leave with pay (swap) for a tour of duty or any part thereof for which he is able to secure another employee to work in his place provided:
  - A. such substitution does not impose any additional cost on the Town;
  - B. such substitution is within classification;
  - C. the Chief or his designee does not disapprove said special leave.
2. The repayment of swaps shall strictly be the responsibility of the employees involved.
3. It is understood that the Town shall not incur any additional responsibility of the parties because of this provision.

## ARTICLE 37 - BEREAVEMENT

In case of death in an employee's immediate family, he shall be granted paid leave of absence within seven (7) days of death not to exceed four (4) work days. Immediate family is defined as wife, husband, child(ren), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, and grandchildren. A relative residing in the same household, may, for the purpose of this section, be considered as part of the immediate family.

## ARTICLE 38 – VACATIONS

Employees shall be entitled to the following vacation schedule:

1 - 36 months	- 9 shifts
37 - 72 months	- 11 shifts
73 - 120 months	- 13 shifts
121 - 156 months	- 16 shifts
157 - 192 months	- 18 shifts
193 - 228 months	- 20 shifts
229+ months	- 24 shifts

### Vacation Selection:

Employee shall submit their preference of vacations, in writing to the Chief, or his designee, by May 1. The Chief shall approve the vacations by June 1. Job classification seniority shall prevail in determining vacation scheduling.

### Singular Vacation Days:

Employees may request singular vacation days by providing written notice to the Chief, seven (7) days in advance of said request. The Chief, or his designee, may waive said notice requirement.

### Vacation Selection Changes:

Any change in vacation schedules after May 1 shall be allowed with the approval of the Chief, or his designee. Such approval will not be unreasonably withheld.

### Determination of Vacation Period:

For the purpose of this article, the number of years of service as of December 31 shall be used in determining the member's vacation eligibility.

A shift is equal to one-quarter ( $\frac{1}{4}$ ) of a week.

Employees may accumulate vacation to a maximum of one and one-half ( $1\frac{1}{2}$ ) times the annual amounts established in Section 1 of this article.

Upon separation from service, employees shall be paid for all outstanding vacation leave.

## ARTICLE 39 – HOLIDAYS

All members of the Unit will receive twelve (12) holiday shifts per year. Each shift shall equal one-quarter ( $\frac{1}{4}$ ) of a working week. On or before December 1, each Unit member will be paid for all holiday shifts which he/she has not used prior to December 1. In addition to holidays, each member of the Unit will be allowed three (3) paid personal shifts.

## ARTICLE 40 – MISCELLANEOUS

1. Fire Department personnel will be responsible for the shoveling of fire hydrants in their district in the winter months at the discretion of the Chief or his designee; the proper painting and color coding of hydrants will also be the responsibility of the Fire Department personnel subject to the discretion of the Chief or his designee.
2. The Town shall provide adequate bulletin board space in each of its respective fire houses for the posting of union notices. No notice may be posted that is deemed by the Chief to be inappropriate. Such determination shall not be made arbitrarily.
3. It shall be the responsibility of unit members to post, remove, and maintain an orderly appearance of notices on said boards.
4. It is mutually acknowledged that there exist Town Personnel Rules which specify rights, privileges, and/or procedures which are applicable to unit members. When the agreement and the rules specifically cover the same subject and conflict, the agreement will prevail. Such rules may be unilaterally changed by the Town.
5. The Town agrees that should a Unit member be killed in the line of duty, that his or her Sons or Daughters shall be given preference to be hired by the Town of Salem Fire Department, provided the Son or Daughter successfully passes the entrance testing process (written and physical agility tests).

## ARTICLE 41 - DEDUCTION OF DUES

1. Deduction Right - The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.
2. Authorization of Deduction - A member may consent in writing to the authorization of the deduction of union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving at least 60 days notice in writing to the Town; at which time Paragraph 6 of this Article shall take effect. A copy of the dues revocation shall be forwarded to the Union.
3. Transmittal of Dues - The Town shall deduct dues from the pay of employee who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the Union, together with a list of employees whose dues are transmitted, provided that the Town is satisfied by such evidence as it may require, that the Treasurer of the Union has given the Union a bond, in a form approved by the Town for the faithful performance of his/her duties, in a sum with such surety or securities as are satisfactory to the Town. Said evidence shall be reasonable.
4. Fines and Assessments - The collection of fines and assessments is the sole responsibility of the Union. Such charges will not be deducted from the pay of employees.
5. Indemnity - The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.
6. Agency Fee - The Town shall require every member of the Bargaining Unit which chooses not to maintain membership in the Union, to make a monthly payment of agency service fees computed on the basis of the Union's dues structure, for the cost of collective bargaining and contract administration. Payment of such fee will be a condition of continued employment of the Fire Department of the Town of Salem. It is agreed that commencing April 1, 1981, said fee is determined to be 75% of the monthly dues of the members of the Bargaining Unit. The Town hereby agrees pursuant to Paragraph 2 above, to deduct said sum from the wages of members of the unit who have either withdrawn or declined to join the union, given written authorization as required.

## ARTICLE 42 - AGENCY SHOP

The collection of any dues, fees, or assessments from members of the Fire Department without their express personal approval shall be prohibited by this agreement. Nothing in this Article shall be meant to contravene the effect on the deductions of dues and/or agency fee as set out in Article 41.

## ARTICLE 43 – SEPARABILITY

In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

## ARTICLE 44 - SURVIVAL BENEFITS

All hours of work, benefits and conditions of employment not specifically addressed in this contract shall remain in full force and effect.

## ARTICLE 45 – PARAMEDICS

1. So long as Advanced Life Support Service is a continuing service of the Fire Department, the Department will have the sole discretion of assigning any and all Firefighter/Paramedics required to ambulance duty in place of any Firefighter/EMTs required to be assigned to the ambulance notwithstanding Article 32 or any other provision of the contract to the contrary.
2. Upon six (6) months written notice, members of the Unit who are paramedics may elect to give up their paramedic certification and/or protocols to work as a paramedic for the Salem Fire Department without penalty other than loss of that classification for the purposes of wages.
3. The provisions of paragraph 2 above shall not apply to Unit members hired after April 1, 1995.

The Fire Chief may review, on a case-by-case basis, to waive this section after consultation with the employee, and/or the Union President and staff. At no time will service levels be affected. Any decision will be subject to Town Manager approval.

4. If at any time a Firefighter is appointed Firefighter/Paramedic, the entry level for purposes of wages shall be at the step level the Firefighter currently holds as a Firefighter.
5. If at any time a Firefighter/Paramedic is promoted to Lieutenant, the entry level for the purposes of wages shall be Lieutenant, year one (1), as per Article 15.

## ARTICLE 46 – DURATION

1. All portions of this contract will be in effect from the period of April 1, 2004 to March 31, 2007.
2. It is further agreed that the terms and conditions of this contract shall remain in full force and effect until a successor agreement is executed. Should a successor agreement not be executed by March 31, 2007, then the retroactivity of cost items contained therein shall be determined by negotiation.
3. Intention to bargain by either party shall be by written notice, on or before May 1, 2006.
4. The monies needed to fund this Agreement in each year of its term must be appropriated annually at a Town Meeting duly warned for that purpose. Should an Annual Meeting fail to appropriate all of the monies necessary to fund this Agreement in any given year of its term then and in that event either party may reopen negotiations on all or part of the entire Agreement and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

FOR THE UNION

\_\_\_\_\_  
President, Local 2892  
Russell J. Boland Jr.

\_\_\_\_\_  
Daniel L. Breton

\_\_\_\_\_  
Eric J. Korb

\_\_\_\_\_  
Leonard Eden

FOR THE TOWN OF SALEM

\_\_\_\_\_  
Town Manager  
Marcia L. Leighninger

\_\_\_\_\_  
James E. Holland, Jr.  
Chairman

\_\_\_\_\_  
Stephanie K. Micklon  
Vice Chairman

\_\_\_\_\_  
Philip A. Smith  
Secretary

\_\_\_\_\_  
Richard R. Gregory  
Selectman

\_\_\_\_\_  
Everett P. McBride, Jr.  
Selectman

# APPENDIX A - RULES AND REGULATIONS OF A SICK LEAVE BANK

## RULES AND REGULATIONS OF A SICK LEAVE BANK

Formed by the Town of Salem and the  
Professional Firefighters of Salem

### Introduction

The Town of Salem, New Hampshire and the Professional Firefighters of Salem have established, and mutually agreed to, the provisions of this policy as set out in Article 35 (Sick Leave) of the Collective Bargaining Agreement.

### Purpose

The purpose of this policy is to provide employees extended sick leave benefits in the event of a long-term illness or injury. Benefits provided under this policy are intended to augment sick leave, and may be utilized only after the employee has exhausted his/her sick leave benefit.

### Administration

1. The Sick Leave Bank will be administered by a three (3) member Board of Trustees all of whom shall be members of the bargaining unit. The Board of Trustees shall report to the Town the status of the Bank twice a year within thirty (30) days of each opening period, as well as an annual summary.
2. The Board shall select a Chairperson and a Vice Chairperson. A secretary shall also be selected who will be responsible for recording and retaining board actions.
3. The Board will convene at the call of either the Chairperson or Vice Chairperson. Except in the case of an emergency, notice of any meeting must be given at least 24 hours prior to the meeting.
4. Except by mutual agreement, all meetings of the Board shall be at the Central Fire Station.
5. Should any of the Trustees be unavailable to attend the meeting, then an alternate may be appointed by the President of the Union or his designee.
6. At least three (3) members of the Board must be present in order to constitute a quorum. However, should no quorum be attainable then a second meeting will be held in exactly 24 hours from the time of the first meeting, at which point two (2) members of the Board will constitute a quorum.
7. It will be the Board's responsibility to administer the Sick Bank pursuant to the Rules and Regulations which will be set forth in this document.

8. The decision of the Board shall be final.
9. A tied vote shall be considered a negative vote.
10. All members of the Board shall have access to all pertinent and permissible records and documents, and may call individuals to appear before it as is necessary.
11. All decisions of the Board shall be in writing and shall be provided within three (3) calendar days unless this time period is extended by unanimous vote of the Board.
12. The Union shall indemnify and hold the Town harmless from any claims of a member arising out of the administration of the Bank.

The only obligation/interest of the Town relative to the Sick Leave Bank are the contributions of shifts and the payment of shifts as directed by the Board of Trustees and no grievance may be brought against the Town except for a failure to accept the contributions of shifts or the payment of shifts.

### **Membership Eligibility**

1. The Sick Bank shall be available to members in good standing of the Professional Firefighters of Salem who meet the following requirements:
  - A. He/she must have accrued at least forty percent (40%) of the sick leave benefit which has been available to them as members of the Salem Fire Department, or
  - B. He/she must have accumulated a minimum of twenty (20) sick shifts.
  - C. The Board may vote to waive either of the above requirements to an employee who has exhibited reasonable use of sick time, but has a sick leave balance below that required by either A or B above due to recent illness or injury which is reasonably documented by a physician.
  - D. Should the accrued sick leave of a member of the Bank fall below the minimum requirement by either A or B above, their membership status shall be reviewed by the Trustees immediately, and unless reduction has been caused by a recent illness or injury which can be reasonably documented by a physician, the committee may temporarily suspend the employee from membership in the Bank if they deem such action to be in the best interest of the Bank. In making its decision the Board shall consider the manner in which the sick leave shifts were used by the member and shall examine among other things whether or not the sick leave shifts were taken as; single days; prior to or at the end of a shift; prior to the beginning or end of a vacation or holiday; and the number of shifts that could be attributed to medically provable illness.

- E. Employees who are eligible to join the Sick Leave Bank may do so only at times when the Bank is accepting membership, which shall be the period of initial membership when the Bank shall be open for two (2) weeks; thereafter, during the first week in January and first week in July.
- F. All members of the Bank shall contribute one (1) sick shift to the Bank during the first week of July.
- G. The Town of Salem shall match each donated sick shift until it has donated a total of one hundred (100) sick shifts to the Bank.
- H. If at any time the total number of sick shifts in the Bank falls below twenty-five (25) then each member agrees to be assessed one additional sick shift and the Town of Salem shall contribute matching sick shifts to the Bank.
- I. Any member of the Unit who has reached maximum accumulation may donate an additional five (5) shifts per year to the Bank. Any such member who makes such a donation shall not be assessed additional days asset out in Paragraph H above.
- J. If a member is suspended from the Sick Bank or fails to donate for a given period, upon re-admittance he/she shall be required to donate the number of days he/she would have donated had he/she not lapsed in membership.

### **Application for Benefits**

Members of the Bank, in good standing, may request a loan of sick shifts from the Bank by providing the following:

- A. A written request of shifts setting out the date or onset of the illness or injury, the nature of the illness or injury, a doctor's report concerning the nature of the illness or injury, and the doctor's estimate of the length of absence and prognosis for recovery.
- B. The Trustees may require as a condition for continued loan of sick days that the member be evaluated by a physician of the Trustee's choice. It is further agreed that any such evaluation shall be paid for; one-half (½) by the Town and one-half (½) by the Unit.
- C. Should there be a conflict in the medical testimony provided to the Trustees, the Trustees may require that the member be examined by a third physician. Should the physician chosen by the Trustees determine that the member is able to return to work then the Trustees may vote to terminate the individual's continued receipt of sick shifts from the Bank.

### **Sick Shift Loan Pay Back**

All employees who have been loaned sick leave shifts from the bank shall repay the shifts so loaned at the rate of one-half (½) of their sick leave as it accrues.

## Termination of Benefits

1. Benefits under this program shall be terminated if the employee is working in any capacity unless this provision is waived by the Trustees.
2. Benefits received under this plan shall be for the following lengths of time:
  - A. Members of the Unit who have accrued less than thirty (30) shifts of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for one (1) year.
  - B. Members who accrued thirty (30) shifts or more of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for eighteen (18) months.
  - C. Members who have accrued sixty (60) shifts or more of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for two (2) years.
  - D. Members who are at maximum and have contributed five (5) shifts per year at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for three (3) years.

## APPENDIX B - 42 HOUR WORK WEEK

### 8 Week Cycle 4 Units

<i>Week</i>	<i>Hours</i>	<i>Sun.</i>	<i>Mon.</i>	<i>Tues.</i>	<i>Wed.</i>	<i>Thurs.</i>	<i>Fri.</i>	<i>Sat.</i>
1	08:00	1	1	4	4	3	3	2
1	18:00	2	2	1	1	4	4	3
2	08:00	2	1	1	4	4	3	3
2	18:00	3	2	2	1	1	4	4
3	08:00	2	2	1	1	4	4	3
3	18:00	3	3	2	2	1	1	4
4	08:00	3	2	2	1	1	4	4
4	18:00	4	3	3	2	2	1	1
5	08:00	3	3	2	2	1	1	4
5	18:00	4	4	3	3	2	2	1
6	08:00	4	3	3	2	2	1	1
6	18:00	1	4	4	3	3	2	2
7	08:00	4	4	3	3	2	2	1
7	18:00	1	1	4	4	3	3	2
8	08:00	1	4	4	3	3	2	2
8	18:00	2	1	1	4	4	3	3