

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**DURHAM PROFESSIONAL FIREFIGHTER'S
ASSOCIATION LOCAL #2253
INTERNATIONAL ASSOCIATION OF FIREFIGHTER'S**

AND

TOWN OF DURHAM, NH

January 1, 2016 to December 31, 2020

| Article | Description | Page Number |
|---------|-----------------------------|-------------|
| | Preamble | 1 |
| 1 | Purpose | 2 |
| 2 | Recognition | 3 |
| 3 | Association Security | 4 |
| 4 | Authorized Deductions | 5 |
| 5 | Employee Rights and Duties | 6 |
| 6 | Management Rights | 7 |
| 7 | Residency | 8 |
| 8 | Parking | 9 |
| 9 | Lodging | 10 |
| 10 | Station Maintenance | 11 |
| 11 | Probationary Employees | 12 |
| 12 | Seniority | 14 |
| 13 | Promotions | 16 |
| 14 | Personnel Reductions | 18 |
| 15 | Disciplinary Procedures | 19 |
| 16 | Grievance Procedure | 20 |
| 17 | Arbitration | 22 |
| 18 | Hours of Work | 23 |
| 19 | Overtime/Emergency Callback | 24 |
| 20 | Exchange of Days Off | 26 |
| 21 | Special Events Duty | 27 |
| 22 | Holidays | 34 |

| | | |
|----|---|----|
| 23 | Vacation Leave | 35 |
| 24 | Sick Leave | 36 |
| 25 | Personal Leave | 38 |
| 26 | Bereavement Leave | 39 |
| 27 | Family Care Leave | 40 |
| 28 | Court, Military Leave | 42 |
| 29 | Leave of Absence Without Pay | 45 |
| 30 | Leave Coverage | 46 |
| 31 | Health and Other Insurance | 47 |
| 32 | Life Insurance | 50 |
| 33 | Worker's Compensation/Short Term Disability | 51 |
| 34 | Uniform Allowance | 53 |
| 35 | Protective Clothing and Equipment | 54 |
| 36 | Apparatus and Equipment Maintenance | 55 |
| 37 | Directives | 56 |
| 38 | Training and Education | 57 |
| 39 | Pre-Hospital Emergency Medical Advanced Life Support Skills | 58 |
| 40 | Safety and Health | 63 |
| 41 | Fire Prevention/Inspector Position | 64 |
| 42 | Liability | 66 |
| 43 | Addendum's and Amendments | 67 |
| 44 | Wage Scale and Stipends | 68 |
| | 2016 Wage Scale | 70 |
| | 2017 Wage Scale | 71 |
| | 2018 Wage Scale | 72 |
| | 2019 Wage Scale | 73 |
| | 2020 Wage Scale | 74 |

| | | |
|----|---------------------------|----|
| 45 | Separability | 75 |
| 46 | Duration of the Agreement | 76 |
| 47 | Signature Page | 77 |

Preamble

This Agreement is made and entered into by the Town of Durham, New Hampshire (hereinafter referred to as the "TOWN") and the Durham Professional Firefighter's Association, Local #2253, affiliated with the IAFF/AFL-CIO (hereinafter referred to as the "ASSOCIATION"), and the parties agree as follows:

ARTICLE 1
PURPOSE

The intent and purpose of this Agreement is to achieve and maintain relations between the TOWN and the ASSOCIATION by:

- 1) Establishing certain hours of work, rates of pay and other conditions of employment such as job security, employee rights, seniority, residency, promotions, personnel reduction, equipment safety, and fringe benefits;
and
- 2) Establishing procedures for the resolutions of disputes between the TOWN and ASSOCIATION.

ARTICLE 2
RECOGNITION

The TOWN hereby recognizes the ASSOCIATION as the exclusive representative and bargaining agent, for the purpose of collective bargaining, for the employees in the job classification of Permanent Fire Fighter and Fire Prevention/Inspector for the Durham Fire Department. It is specifically agreed to by the TOWN and the ASSOCIATION that this Agreement applies only to the above enumerated positions.

ARTICLE 3
ASSOCIATION SECURITY

Section 1

Each employee who, on the effective date of this Agreement, is a member of the ASSOCIATION, and each employee who becomes a member after that date, shall continue his/her membership in the ASSOCIATION during the duration of the Agreement.

Section 2

All non-union employees not "grandfathered" shall pay an agency fee. The fee shall be the minimum according to the ASSOCIATION'S Charter and may not exceed the fee established by the ASSOCIATION'S Charter.

Section 3

Should there be a dispute between an employee and the ASSOCIATION and/or the TOWN; relating to such grievances or costs, the ASSOCIATION agrees to defend, indemnify and hold the Town harmless in any such dispute.

ARTICLE 4
AUTHORIZED DEDUCTIONS

The TOWN agrees to deduct dues per pay period and assessments certified to be current by the Treasurer of the ASSOCIATION from the wages or salaries due to employees covered by this Agreement. Individuals shall request, in writing, that such deductions be made. Once a request has been made, it shall continue in effect for thirty (30) days after a written notice to rescind is submitted by the employee. Total amount of deductions shall be remitted by the TOWN to the Treasurer of the ASSOCIATION once per month on or about the 15th day of the month immediately following the month for which the authorized deductions were collected.

ARTICLE 5
EMPLOYEE RIGHTS AND DUTIES

Section 1

The TOWN recognizes the desire of the employee to join the ASSOCIATION and to be represented by the ASSOCIATION will repose greater confidence in the execution of fair personnel relations. Therefore, the TOWN agrees to take no action which may tend to encourage or discourage the desire of the employees to join the ASSOCIATION in its lawful activity. ASSOCIATION activities should not interfere with the efficient operations of the Town of Durham at any time.

Section 2

No employee, as a condition of employment, shall be required to become a member of the ASSOCIATION.

Section 3

- A. The members of the negotiating team shall be allowed time off without loss of pay for all meetings which shall be mutually set by the TOWN and the ASSOCIATION.
- B. A grievant and one (1) ASSOCIATION representative designated by the ASSOCIATION President, shall be granted time off without loss of pay to attend grievance and arbitration hearings or joint committee meetings in the event that any such hearing or meeting shall interfere with regularly scheduled work time.
- C. Employees who are members of the ASSOCIATION shall be permitted to attend regular and special meetings of the local.

Section 4

The TOWN agrees to continue the current practice of allowing a reasonable amount of space for and the use of items owned by the ASSOCIATION and used by the members of the ASSOCIATION.

ARTICLE 6
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, statute or Town Charter, the TOWN retains traditional rights to manage and direct the affairs of the TOWN in all of its various aspects and to manage and direct its employees including but not limited to the following:

- To plan, direct, control and determine all operations and services of the TOWN;
- To direct the working forces;
- To establish the qualifications for employment;
- To lay off employees for lack of work or lack of funds;
- To schedule and assign work;
- To establish work and productivity standards and to, from time to time, change those standards;
- To assign overtime;
- To determine the methods, means, organization and number of personnel by which such operations are to be conducted;
- To make and enforce rules and regulations;
- To employ, discipline, transfer, suspend, demote and discharge employees for just cause;
- To change or eliminate existing methods, equipment or facilities.

Provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7
RESIDENCY

There shall be no residence requirement for employees covered by this Agreement.

ARTICLE 8
PARKING

The TOWN shall provide parking free of charge in the area directly around the Fire Department facility for all employees covered by this Agreement.

ARTICLE 9
LODGING

Section 1

The TOWN agrees to provide beds, linens (one set only), blankets (one set only), and wall lockers to accommodate each employee covered by this Agreement on duty. This Article shall apply only so long as the TOWN requires personnel to live in the Fire Station.

Section 2

The TOWN shall provide and maintain current level kitchen and bathing facilities for employees covered by this Agreement.

ARTICLE 10
STATION MAINTENANCE

Section 1

All employees covered by this Agreement will perform such ordinary and normal station maintenance as may be required by the Fire Chief at any building or property used solely by the Durham Fire Department.

Section 2

The TOWN shall supply all necessary equipment and supplies for performing station maintenance as defined in this Article.

ARTICLE 11
PROBATIONARY EMPLOYEES

Section 1

As per the opinion issued by the New Hampshire Supreme Court in Appeal of Durham, 149 N.H. 486 (2003), it is expressly understood by both parties that probationary firefighters, as defined in Article 11 of this Agreement, shall not be covered by the provisions of this Agreement.

However, the ASSOCIATION realizes the desire of the Town to treat all firefighter's within the Durham Fire Department as equally and consistently as possible. The ASSOCIATION further realizes the TOWN'S desire, as a matter of efficiency and fairness, to have a near parallel personnel policy for both probationary firefighter's and members covered by this Agreement. To that end, the ASSOCIATION agrees to permit the TOWN the use of this Agreement as a personnel policy per se for probationary firefighters so long as the following conditions are met:

- A. The TOWN may, in its discretion, apply certain provisions of this Agreement to probationary employees so long as the provision does not adversely affect any member covered by this Agreement (e.g. the TOWN may wish to alter a probationary employees hours of work for the purposes of attending mandatory training or extending the orientation period).
- B. If the TOWN extends a provision of this Agreement to a probationary employee, that provision shall be extended and enforced in its entirety so as to be consistent in the administration of that provision (e.g. If the TOWN wishes to allow probationary employees to work overtime or Special Events, then that probationary employee would be subject to all parts of this Agreement pertinent to dealing with those provisions, such as overtime rules or Special Event rules).
- C. The TOWN shall pay a "usage" fee to the ASSOCIATION, for each probationary employee, that shall equal eighty-five percent (85%) of what ASSOCIATION members pay in union dues.
- D. It is expressly understood by both parties, that probationary employees are specifically excluded from inclusion with the bargaining unit as described more fully in Article 2. If a dispute occurs on the part of the probationary employee against the ASSOCIATION, the TOWN agrees to indemnify and hold harmless the ASSOCIATION in any such case.

Section 2

All new full-time appointees permanently hired for those positions covered by this Agreement shall serve a probationary period of one (1) continuous year from the date of hire. A continuous period of temporary full-time employment with no break in service up to the date of permanent hire shall be counted as part of the one (1) year probationary period. All full-time personnel who have satisfactorily completed the probationary period shall be known as permanent.

Section 3

The TOWN shall have the right to discipline and/or discharge a probationary employee without recourse by the ASSOCIATION.

Section 4

All probationary employees shall have a written evaluation every third month, that becomes a part of their permanent personnel record, signed by their officer and himself/herself.

ARTICLE 12
SENIORITY

Section 1

- A. Definition: Seniority for full-time employees covered by this Agreement shall be defined as the period of full-time employment with the Town of Durham Fire Department (and previously with the Durham/UNH Fire Department) in the work covered by this Agreement, except as broken in accordance with Section 4 of this Article.
- B. In the event that more than one (1) employee was employed on the same date, then the seniority shall be determined according to the final score received on their entrance examination.

Section 2

Seniority Lists: By January 1st of each year and within thirty (30) days after any changes which affect seniority, a list of full-time employees as covered by this Agreement, arranged in order of their seniority, shall be posted on the bulletin board at the Fire Station and a copy furnished to the ASSOCIATION. Claims for corrections to such list must be made in writing to the Fire Chief or designated agent within twenty (20) days after such posting. If no challenges to the list have been initiated within that period, the list shall be regarded as final.

Section 3

- A. All new employees covered by this Agreement shall be hired for a probationary period as defined in Article 11 and may be dismissed by the TOWN without protest by the ASSOCIATION. However, the TOWN may not discharge or discipline for the purpose of evading this Agreement or discriminating against ASSOCIATION members. During the probationary period, such employees shall be placed on the seniority list as of their date of hire.
- B. Preference shall be given to employees in the order of their seniority in recall to work after layoff, provided that such employees are, in the opinion of the Fire Chief, available and have the necessary qualifications, skills, ability and physical fitness or can obtain same within ninety (90) days, to perform the work required.
- C. In the event of a recall to work after layoff, notices of recall to work shall be sent by certified or registered mail or telegram to the eligible employee's last known address as reported to the Administrative Assistant of the Fire Department by the employee. The recall notice shall state the time and date on which the employee is to report back to work. A recalled

employee shall be given at least thirty (30) calendar days from receiving the notice to report back to work (this time period may allow the employee to give notice at their place of temporary employment). In the event a recall is necessary on less than thirty (30) days notice, the TOWN may call upon the laid off employees in order of seniority from greatest to least, personally or by telephone; until an employee who is eligible and able to return to work is located. In such case, the eligible employee able to return to work immediately will be given a temporary assignment not to exceed thirty (30) days, and employees who are otherwise eligible to perform the work but were passed over because of their inability to return to work immediately will be given notice to report to work at the end of said thirty (30) day period. Eligible employees who have been given notices to report for work must, unless confined due to illness or injury, make themselves available for such work assignment no later than said thirty (30) day period after the notice has been received or they shall forfeit such seniority status as they have accrued with the TOWN.

Section 4

Loss of Seniority:

- A. Seniority shall be broken only by:
 - 1. Discharge;
 - 2. Voluntary quit;
 - 3. Failure to respond to a notice of recall as specified in Section 3;
 - 4. Unauthorized leaves of absence in excess of three (3) consecutive calendar days;
 - 5. Remaining on involuntary layoff for more than thirty-six (36) months.

- B. Any employee who is absent as a result of an off-duty illness or injury shall maintain his/her seniority for a period of twelve (12) months after which said employee's seniority shall be broken.

ARTICLE 13
PROMOTIONS

Section 1

All promotions for which members of the ASSOCIATION are eligible within the Durham Fire Department shall be based on competitive examinations conducted by the New Hampshire Fire Standards and Training Commission or a similar organization chosen by mutual agreement of the parties. These examinations shall consist of a combination of written, oral and/or performance tests which relate to those matters which fairly test the candidate's ability to discharge the duties of the position to be filled. Such tests shall be based as nearly as possible on topics related to the position being tested for, including such areas of supervisory skills, fire science, emergency medical services, rescue services and hazardous materials. Notices of such examination and specific components of the examinations, including scoring weights, shall be posted on the bulletin board in the Fire Station at least forty-five (45) calendar days in advance of the date fixed for examination. The specific components of the examination process and the weights assigned to each component shall be determined and posted in advance by the Fire Chief.

Section 2

Once the notice of a promotional examination has been posted, members of the Fire Department shall have a minimum of fifteen (15) calendar days to sign up to take the examinations. Only members of the Fire Department who have a minimum of three (3) years experience as a full-time Firefighter/EMT with the Department may sign up to take the examination. In the case where fewer than five (5) eligible Firefighter/EMT's have signed up to take the exam, qualified applicants from outside of the Fire Department who have a minimum of five (5) years experience as a full-time Firefighter/EMT may also sign up to take the exam.

Section 3

Within one (1) year of this Agreement being signed, the Fire Chief shall establish eligibility lists for promotion to each position, upon which lists shall be placed the names of the successful candidates and their scores in order of their excellence in the respective examinations. These lists shall be posted on the bulletin board in the Fire Station. Each applicant who has applied for promotion shall have added to his/her examination scores, which shall be based on one-hundred (100) points, one-half (1/2) point for each completed year of continuous full-time service with the Durham Fire Department (and previously with the Durham/UNH Fire Department) through the tenth (10th) year to a maximum of five (5) points, provided said applicant has received a final passing score in excess of seventy (70) percent.

The eligibility lists shall be renewed whenever a promotion to a permanent position becomes available. This shall not apply to candidates assigned to a position by the Fire Chief in an acting capacity as referenced in Section 6 of this Article.

Section 4

The Fire Chief shall recommend to the Town Administrator for promotion only a person standing among the highest three (3) of those on the appropriate eligibility list for the vacant position. The decision of the Town Administrator shall be final and is not subject to the Grievance Procedure outlined in Article 16.

Section 5

Any eligible employee who is on the list of eligible candidates, who is passed over for promotion to the same position three (3) consecutive times, shall receive a written report from the Fire Chief within ten (10) administrative workdays (Monday through Friday, which shall not include holidays), stating the reasons for such actions.

Section 6

Should a vacancy exist in any position due to termination, voluntary quit, extended layoff, illness or leave of absence, or any other leave, the Fire Chief may, if he so desires and if the Town Administrator approves, temporarily assign an employee who is eligible for promotion to this position in an acting capacity. The acting assignment shall be made in the same manner as a promotion as covered in this Article. Any employee who accepts the responsibilities and carries out the duties of a position or rank above that what he/she normally holds, shall be compensated while performing those duties at the entry level hourly rate for that position or rank.

Section 7

In the event that any employee of this ASSOCIATION fails promotion during the probationary period, he/she shall be returned to the position he/she held prior to such promotion without loss of seniority or any other benefits established herein.

Section 8

The TOWN shall supply at no cost to the employees covered by this Agreement sufficient text, reference and other materials to be used for studying by eligible Firefighter/EMT's intending to participate in the promotional examination.

ARTICLE 14
PERSONNEL REDUCTIONS

Section 1

Should the TOWN decide to reduce the Department Personnel covered by this Agreement, the employee with the least seniority shall be laid-off first and rehired in the inverse order of layoff in accordance with the procedure in Article 12.

Section 2

A laid-off employee shall be given consideration for other available Town positions if otherwise qualified.

ARTICLE 15
DISCIPLINARY PROCEDURES

Section 1

All disciplinary action shall be applied in a fair and consistent manner with the infraction for which disciplinary action is being applied. No employee shall be disciplined or discharged without just cause.

Section 2

All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the ASSOCIATION at or before the time of suspension or discharge.

Section 3

Disciplinary actions shall normally follow this order:

- A. A verbal warning;
- B. A written warning;
- C. Suspension without pay; and
- D. Discharge.

Under some circumstances, A, B, and C may be waived and discharge made at the time of the infraction.

Section 4

The service record of an employee, disciplined under the provisions of this Article, shall be expunged after a period of one (1) year if disciplined under Section 3-A and/or 3-B, and after a period of two (2) years if disciplined under Section 3-C.

Section 5

Any employee covered by this Agreement shall be entitled to have the presence of an ASSOCIATION representative during the deliverance of any disciplinary action.

Section 6

Any disciplinary action to be administered to an employee covered by this Agreement shall be initiated within a reasonable time period of management's knowledge of the infraction or from when management should have known of the infraction.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 1

The purpose of this procedure is to provide equitable solutions to grievances. A grievance shall mean a complaint by an employee, that the TOWN has interpreted and applied this Agreement in violation of a specific provision thereof. All grievances will be handled as provided in this Article and Article 17.

Section 2

A matter which is not specifically covered by this Agreement or which is reserved either by this Agreement or by common or statutory law to the employer, is not subject to the arbitration procedure as set forth in this Article. Only grievances as defined above, may be arbitrated under the provisions of this Article and Article 17.

Section 3

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.

Section 4

The following procedure shall be utilized or such grievance shall be deemed waived:

- A. The ASSOCIATION shall, if wishing to process the grievance, file said grievance with the Fire Chief for disposition within ten (10) calendar days after the grievance was filed with the ASSOCIATION;
- B. Upon receipt of the grievance, the Fire Chief shall have five (5) administrative workdays (Monday through Friday, which shall not include holidays) to render a decision. Failure of the Chief to render a written decision within five (5) administrative workdays after the request by the ASSOCIATION shall be treated as a denial, thus permitting an appeal to the next step. If the ASSOCIATION is not satisfied with the disposition of its grievance by the Fire Chief, subject to the time limits above, it may appeal the matter to the Town Administrator for disposition within five (5) administrative workdays of the Fire Chief's decision; and
- C. The Town Administrator shall, within seven (7) administrative workdays of the request meet with the aggrieved employee and all others involved, hear testimony and render a decision within seven (7) administrative workdays of the hearing. The employee and the ASSOCIATION shall

receive written confirmation of the Town Administrator's decision within five (5) administrative workdays of the time a decision is rendered. Failure of the Town Administrator to render a decision within the specified time limit shall be treated as a denial, thus permitting an appeal to the next step.

Section 5

Any mutually satisfactory disposition reached as a result of action taken above shall be final and binding upon the parties as to the matter in dispute.

Section 6

If said grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance.

Section 7

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

Section 8

No grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such grievance shall be disposed of under the procedures by this Agreement.

ARTICLE 17
ARBITRATION

Section 1

In the event that the ASSOCIATION elects to proceed to arbitration, the Town Administrator or his designee and the ASSOCIATION will endeavor to agree upon a mutual agreeable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the American Arbitration Association by the ASSOCIATION within twenty (20) days after the receipt of the notice of submission to arbitration. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor arbitrations.

Section 2

The TOWN and the ASSOCIATION agree that they will individually be responsible for their own costs, preparation and presentation. The TOWN and ASSOCIATION further agree that they shall equally share in the compensation and the expense of the Arbitrator.

Section 3

The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or deduction from any other provisions of this Agreement.

The Arbitrator may or may not make his award retroactive to the initial filing date of the grievance as the equities of the case may require.

Section 4

Each grievance shall be separately processed at any arbitration proceeding hereunder unless the parties otherwise agree.

Section 5

The Arbitrator shall be deemed to have the authority to determine arbitrability of any grievance. The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the ASSOCIATION and the TOWN and the aggrieved employee who initiated the grievance.

ARTICLE 18
HOURS OF WORK

Section 1

Normal hours of work for all Firefighter/EMTs (except the Fire Inspector) covered by this Agreement shall be a work week schedule consisting of one (1) twenty-four (24) hour work day followed by two (2) consecutive twenty-four (24) hour days off, followed by one (1) twenty-four (24) hour work day, followed by four (4) consecutive twenty-four (24) hour days off, averaged over an eight (8) week cycle to be an average of forty-two (42) hours per week.

Section 2

Work days shall commence at 0800 hours and end at 0800 hours the following morning.

Section 3

It is understood that when a Firefighter/EMT covered by this Agreement is transferred from one platoon to another he/she shall normally be given at least two (2) weeks notice of said transfer which shall take place at the beginning of the above-mentioned eight (8) week cycle. It is further understood that if circumstances require the Department to transfer an employee without the two (2) week notice or within the eight (8) week cycle, the Department will endeavor to meet the two (2) week notice period but retains the right to make such changes as may be necessary without said notice and is within its discretion to do so.

Section 4

In the situation where a Firefighter/EMT covered by this Agreement is scheduled to work two (2) consecutive twenty-four (24) hour work days, that Firefighter/EMT shall be allowed a cumulative one (1) hour period to leave the station while remaining on duty to be taken during the second twenty-four (24) hour work day.

ARTICLE 19
OVERTIME/EMERGENCY CALLBACK

Section 1

Any person covered by this Agreement required to work more than an average of forty-two (42) hours per week over an eight (8) week cycle shall be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate. Overtime will be paid for actual time worked to the nearest quarter hour. Paid absences shall be counted in determining whether or not an employee has worked more than an average of forty-two (42) hours per week on an eight (8) week cycle.

Section 2

It is expressly understood that Special Events Duty is not subject to these overtime provisions.

Section 3

Any person covered by this Agreement who is called back to work during off-duty time shall be guaranteed a minimum of three (3) hours pay at the individual Firefighter's hourly overtime rate unless said callback is on a holiday as outlined in the Agreement at which time the rate is two (2) times the Firefighter's regular hourly rate. Any firefighter held over for an emergency call shall receive his regular hourly rate or his overtime rate, whichever is applicable, for the time worked for the first one (1) hour held over. If said firefighter is held over for more than one (1) hour, he/she shall be guaranteed a minimum of three (3) hours pay at his/her hourly overtime rate. Notwithstanding anything to the contrary contained herein, personnel who respond to an emergency callback and arriving forty-five (45) minutes or more after the emergency callback tone, shall receive only their hourly overtime rate, calculated to the nearest fifteen (15) minutes of time actually worked. The TOWN also reserves the right to not accept the offer of work for any firefighter who arrives after forty-five (45) minutes from the tone and after their services are no longer needed.

Section 4

Extra shifts and details may be cancelled with no less than twenty-four (24) hours notice to the Department.

Section 5

In the event that the Town, in its sole discretion, determines that it will provide Ambulance transport, then so long as such service is provided by the Town, the following call back provisions will be added to Section 3:

Whenever firefighters are providing ambulance transport services for the Durham Fire Department, then a sufficient number of firefighters will be called back to ensure that four (4) firefighters are available for coverage.

That to be eligible for call back under this provision, firefighters must be able to report to the Station within thirty (30) minutes of the initial call back. In the event that no firefighters respond as being available within thirty (30) minutes of call back then the call back period will be extended to forty-five (45) minutes of the call back.

A firefighter shall be defined as any individual whose terms and conditions of employment are governed by this Collective Bargaining Agreement.

ARTICLE 20
EXCHANGE OF DAYS OFF

Section 1

Employees covered by this Agreement shall be allowed to exchange days off as covered by this procedure:

- A. Employee requesting the exchange shall fill out a swap time slip properly with the date of the request, their name, the name of the employee who will be working the initial shift exchange, the date of the initial shift exchange, and the hours of the initial shift exchange. Both employees shall then sign the swap slip.
- B. The initiating employee's Shift Commander shall sign the slip and return it to the employee who initially requested the exchange. The Shift Commander shall then mark the shift schedule posted on the bulletin board accordingly.
- C. The employee who will be working the shift exchange is responsible for the coverage, not the employee requesting the exchange.
- D. The affected Shift Commander shall also approve the swap if the person agreeing to the exchange is qualified to cover the position.
- E. It will then be the responsibility of the employees exchanging days off to keep track of the swap time taken and returned. The swap time slip must be fully completed prior to the first exchange occurring.
- F. All swap time must be fully completed every twelve (12) months.
- G. The subsequent return of shift exchanges shall follow the same procedure as outlined in this Article above with the employee who initially requested the exchange working for the employee who worked this initial shift exchange.

Section 2

It is expressly understood that exchange of days off are not subject to the overtime provisions of Article 19.

ARTICLE 21
SPECIAL EVENTS DUTY

Section 1

Special Events Details are those details which are not considered as public employment by the TOWN: that is, not supported by TOWN funds. All employees covered by this Agreement working Special Events Details will be paid a minimum of three (3) hours of pay at a rate equal to \$19.50 per hour or the individual's normal overtime rate, whichever is greater, for such events.

Section 2

Special Events may be cancelled with no less than twenty-four (24) hours notice to the Department except in the case of unexpected illness or emergency, in which case Special Events may be cancelled with three (3) hours notice to the Department.

Section 3 **Procedure**

The following Sections shall be used as the procedure for assigning Special Events to all employees covered by this Agreement.

Section 4 **Posting**

The Chief or his designee shall post Special Events Details on the Fire Department bulletin board as soon as the event information is available. Information will be sent out simultaneously to the participating area fire departments, with the understanding that Durham firefighters have first choice at open slots.

Section 5 **Special Events Season**

The Special Events season shall be defined as July 1st to June 30th of each year as implemented July 1, 1994.

Section 6 **Special Events Roster**

- A. There shall be a Special Events Roster created for the use of voluntary assignment of Special Events. Said roster shall contain the names of all employees covered by this Agreement. Along with the names there shall be spaces allotted for the date of the event, hours worked at the event (three (3) hour minimum), and total hours worked.
- B. There shall be a Special Events Roster created for the use of mandatory assignment of Special Events. Said roster shall be identical to that of the roster created in Section 6-A.

- C. Personnel voluntarily working a Special Event Detail shall, upon returning from the event, mark the hours actually worked (minimum of three (3) hours), the date of the event and total hours of events worked to date on the Voluntary Special Events Roster as created in Section 6-A.
- D. Personnel mandated to work a Special Event Detail shall, upon returning from the event, mark the date of the event that he was mandatorily assigned to work on the Mandatory Special Events Roster as created in Section 6-B.
- E. Both Special Events Rosters as created in Section 6-A and 6-B shall be posted on the Fire Department bulletin board where they shall remain until June 30th of each year at which time they shall be replaced with new rosters reflecting zero (0) hours for all employees covered by this Agreement.

Section 7 Voluntary Assignment of Special Events

- A. All Special Events shall be posted as provided for in Section 4 of this Article. Each Special Event posting shall include the number of firefighters needed for said Special Event. Firefighters who are interested in working said event shall sign-up by writing their names on said Special Event posting.
- B. The Fire Chief or his designee shall routinely check the Special Events postings and assign among personnel who have voluntarily signed up for the event. Voluntary assignment of Special Events shall be assigned to personnel with the least amount of hours as posted on the Voluntary Special Events Roster.
- C. If more personnel than are needed sign-up for the event and there is a tie between two (2) or more of the personnel, pertaining to their hours worked to date totals, then preference shall be given to the person with the most seniority. Personnel have the ability to "bump out" anyone who is not highlighted (in-house by hours worked and seniority), including non-Durham personnel. Those who have signed up will be highlighted 10 to 14 days prior to the event. Once highlighted they cannot be "bumped out."
- D. The Fire Chief or his designee shall indicate the personnel who are working the event as determined by the Voluntary Special Events Roster. The Fire Chief or his designee shall then contact the person(s) working the event no later than seventy-two (72) hours before the time that the event is scheduled to take place.
- E. In the event that a firefighter has been selected to work an event finds another employee to work the event then both employees shall mark the

hours that were worked by the second employee under their names on the Voluntary Special Events Roster.

- F. In the event that a firefighter has been selected and is responsible to work a Special Event and then, as a result of a shift vacancy, becomes responsible for shift coverage, then that firefighter shall no longer be responsible for the shift vacancy coverage. The responsibility for the shift vacancy coverage shall be transferred to the next eligible firefighter as determined by the overtime eligibility roster. The firefighter may attempt to find a replacement for the event and work the shift vacancy if he/she so chooses.

Section 8 Mandatory Assignment of Special Events

- A. In the case that an insufficient number of personnel sign-up to voluntarily work an event, then the Fire Chief or his designee shall mandate the assignment of a firefighter(s) to work the event.
- B. The most recent off-going platoon whose shift doesn't conflict with the Special Event shall be used in mandatorily assigning a firefighter(s) to an event. In the event that more firefighters are needed for an event or if there are multiple events occurring at the same time, requiring more firefighters than can be provided from the above mentioned platoon, then the previous off-going platoon shall be utilized and so on until there are enough firefighters to cover the events. In case there are not enough firefighters available to mandatorily assign then Section 9 of this Article shall be used to adequately fill the event(s). All mandatory assignments will be made 10 to 14 days prior to the event when possible. Such assignment shall be on the hours actually worked.
- C. When mandatorily assigning firefighters as described in Section 8-B, the firefighter having the least number of events according to the Mandatory Special Events Roster shall be assigned to the event and so forth until there are enough firefighters assigned to cover the event(s). Should the event be scheduled or the requirement for a detail arise within the 48 hour window, pages will be sent out to all Durham Fire Department personnel and participating fire departments announcing the available openings. (A minimum of one opening will be required to be filled by a full-time Durham Fire Department member.)
- D. In the event that there is a tie in regards to the number of events worked that are shown on the Mandatory Special Events Roster, then the firefighters having the least seniority shall be mandatorily assigned the event. In no reply is received, then all efforts will be made to contact the shift firefighter(s) responsible, prior to initiating contact of the next available shift. "All efforts" shall include the responsible personnel's

home and cellular phones and pages utilizing both alpha-numeric and Minitor systems.

- E. If a firefighter has been mandatorily assigned a Special Event and that firefighter finds another firefighter to work the event, then the person that actually works the event shall receive credit for the mandatory assignment and shall acknowledge the same by placing the date of the event on the Mandatory Special Events Roster. The firefighter that was originally assigned to work does not receive credit for that event and nothing is marked on the Mandatory Special Events Roster for that firefighter.
- F. In the event that a firefighter is mandatorily assigned an event, the Fire Chief or his designee shall notify the firefighter who shall acknowledge the mandatory assignment. If the firefighter to be assigned can't be contacted then the next eligible firefighter is notified and so on until the event is assigned. The minimum amount of notice required to mandatorily assign a firefighter to an event shall be forty-eight (48) hours.
- G. When a firefighter is mandatorily assigned a Special Event and that firefighter is also responsible to work a vacancy on shift, the shift vacancy shall take priority and the firefighter shall be responsible to work or find someone else to work the shift vacancy. The Fire Chief or his designee must then mandatorily assign another firefighter to the Special Event even if there is less than forty-eight (48) hours to the next firefighter to be mandatorily assigned to the Special Event.

Section 9 Using Outside Resources for Special Events

- A. The Fire Chief or his designee may, if unable to assign sufficient firefighters through voluntary and mandatory assignment, use members of the Durham Fire Department Call Company so long as said person(s) meet the following criteria:
 - 1. Fire Fighter II or old Career Level Firefighter certification;
 - 2. EMT certification; and
 - 3. Adherence to the Special Events uniform and policy as outlined in Durham Fire Department Operating Procedure.

The Fire Chief or his designee shall ensure, by means of assigning or combining Durham Fire Department personnel from other events, that a full-time Durham Fire Department member familiar with Special Events duties are assigned to events that are going to require members from the Durham Fire Department Call Company to attend.

- B. In the event that there is still insufficient man-power to work the Special Events after going through the procedure laid out in Section 9-A of this Article then the Fire Chief or his designee may use full-time permanent firefighters from surrounding communities. The Fire Chief or his designee shall ensure, by means of the procedure set out in Section 9-A of this Article, that a full-time Durham Fire Department member familiar with Special Events duties are assigned to events that are going to require members from outside fire department's to attend.

****Section 10 below supercedes any conflicts in Sections 1-9 of this Article****

Section 10 Assignment of and Administrative Guidelines between the DPFFA and the Durham Professional Middle Manager's Association (DPMMA)

It is acknowledged that the DPFFA and the DPMMA have labor agreements that contain provisions for the assignment of Special Events. This section is intended to address problem areas which have been identified between the two agreements.

- A. In the event that an employee who has been mandatorily assigned an event finds another employee to work the event in his/her place, then the employee who actually works the event shall be charged with both a mandatory and voluntary assignment.
- B. For purposes of determining eligibility to work an event, both parties agree to utilize hours rather than events worked when tracking events on either the voluntary or mandatory special events sheets.
- C. When there is a tie in respect to hours of events worked when determining a voluntary assignment, both parties agree to use seniority in determining who is eligible to work.
 - 1. Seniority shall be defined as the period of continuous full-time employment with the Town of Durham Fire Department (and previously with the Durham/UNH Fire Department).
 - 2. It is expressly understood that seniority changes as discussed within this Section apply only to Special Events assignments. Both bargaining units reserve the right to grieve seniority status in all other situations as their respective labor agreements allow.
- D. When an employee has been assigned to voluntarily work an event and he/she has a conflict and is unable to work the event, the following procedure will be utilized.
 - 1. If the employee is sick or on bereavement leave he/she shall call the on-duty Shift Commander and notify him/her of the same. The Shift Commander shall check the assignment list for said event and shall

notify any employees who may have signed up for the event but weren't assigned to work. Any such employees who signed up originally for the event shall have the first option to work the vacancy.

- i. If none of the above mentioned employees are available to work the event then the Shift Commander shall offer the event to all full-time Fire Department personnel via a tone-out. If there is no response the event shall be offered to all other eligible employees. (Other eligible employees refers to Durham Fire Department Call Company members and/or full-time firefighters from outside departments who qualify as determined by the chief.) If no employee is found for voluntary assignment then the administration shall be notified to enable them to mandatorily assign a firefighter to work the event.
2. If the employee is unable to work the event for any other reason other than sick or bereavement leave, then it shall be his/her responsibility to utilize the procedure described in Section Di. above in an attempt to find an employee willing to work the event in his/her place voluntarily. **If the employee is unable to find another full-time Fire Department employee or another eligible employee, in that order, willing to work the event voluntarily then he/she is responsible for working the event.**
- E. Both parties recognize the right of the administration to assign a ranking or non-ranking employee to an event as they see fit. It is understood that in these cases, the determination to assign an employee by rank or expertise shall be noted on the Special Events sign-up sheet when posting it on the Fire Department bulletin board.
- F. The DPFPA agrees that the Fire Inspector shall be compared to members of the DPMMA in respect to hours worked as with the rest of the employees in all cases, regardless of how many employees are required for the event. The Fire Inspector shall continue to retain the right to bump the DPFPA member with the highest amount of hours who is signed up to work said event.
- G. Employees shall be responsible for entering their times on the respective lists. All employees are expected to check the lists for accuracy from time to time and bring forth complaints/discrepancies.
- H. Both parties agree that the "Special Events Season" shall be defined as July 1st to June 30th of each year at which time the Special Events Roster shall be renewed and all employees' hours shall be returned to zero.

- I. New employees being added to the list mid-season, shall have their hours started at the highest employees hours excluding the Fire Inspector.

ARTICLE 22
HOLIDAYS

Section 1

The following days shall be considered paid holidays:

New Year's Day
Civil Rights Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving and the Day After
Christmas Day and either the day before or the day after
as determined by the Town Administrator

Section 2

In lieu of payment for each holiday, all employees covered by this Agreement, shall receive 100.8 hours of regular pay under the following conditions:

- A. Payments are to be made on or about June 15th and December 1st in equal amounts for those employees who are full-time members of the Department for the six (6) month period preceding the payment date; and
- B. Full-time members of the Department who did not render service to the Department for the full six (6) months preceding the payment date, will receive a prorated payment based on the time of employment as compared to the six (6) month period.

Section 3

If an employee covered by this Agreement leaves the employment of the TOWN, he/she shall receive payment for all holiday pay due him/her up to the time of termination.

ARTICLE 23
VACATION LEAVE

Vacation leave shall be granted to all permanent full-time employees on a monthly accrual basis. Accrual shall be based on completed monthly service. Vacation leave accrual for the initial month will be awarded only if the employee is hired not later than the 10th of that month. Thereafter, vacation leave will accrue and will be credited for usage on the first of each month.

Vacation leave will accrue for but may not be used by probationary employees. Probationary employees not attaining permanent status shall forfeit any accrued vacation leave.

Eligible employees (probationary excluded) may request vacation leave at any time of the year. Requests for vacation leave shall be submitted for approval in writing (on prescribed form) to the employees Department Head at least fourteen (14) days in advance of the requested leave. Vacation leave will be granted in all cases except those in which the employee's absence will affect essential services of the Department. If vacation requests are made less than fourteen (14) days in advance, permission will be granted at the discretion of the Department Head. In the case of conflicting vacation requests, seniority will prevail.

Eligible employees will accrue vacation leave at the following rates for continuous completed months of service:

| <u>Completed months</u> | <u>Accrual Rate</u> | <u>Maximum Leave Accrual</u> |
|-------------------------|---------------------|------------------------------|
| 0 – 60 months | 8.4 hours/month | Max. 240 hours |
| 61 – 120 months | 12.6 hours/month | Max. 240 hours |
| 121 – or more months | 14.6 hours/month | Max. 240 hours |

Upon termination, an employee shall be compensated for unused vacation leave not to exceed 240 hours at the employee's regular and current rate of pay. The excess hours will be forfeited.

Employees shall be entitled to "buy back" unused, accrued vacation leave at their normal straight hourly wage. This "buy back" program shall be limited to forty-two (42) hours per year.

ARTICLE 24
SICK LEAVE

Section 1

Employees will earn sick leave at a rate of one (1) shift per month. New employees hired no later than the 10th of the month will receive credit for that initial month. Sick leave will be made available and credited for use on the first of each month. Employees scheduled to work less than forty (40) hours per week shall not earn sick leave.

Unused sick leave may be accumulated over the term of employment as follows:

| <u>Completed months</u> | <u>Accrual Rate</u> | <u>Maximum Leave Accrual</u> |
|-------------------------|---------------------|------------------------------|
| 0 – 60 months | 1 shift/month | 70 shifts |
| 61 – 120 months | 1 shift/month | 80 shifts |
| 121 – or more months | 1 shift/month | 90 shifts |

For the purposes of converting sick leave accrual from hours to shifts, one (1) shift shall equal 8.4 hours.

Sick leave will continue to be taken by the shift for the 10-hour portion of the work day and one (1) shift for the 14-hour portion of the work day for a total of two (2) shifts to be taken for a 24-hour work day. It is also agreed that half shifts of sick leave usage would be limited to the hours of 0800 to 1800 except for emergencies or onset of illness.

Employees who terminate their employment with at least thirty (30) days notice shall receive payment at the rate of twenty-five percent (25%) of their accrued sick leave. Employees who are involuntarily terminated or leave without the required thirty (30) day notice shall forfeit all sick leave payments. Verification of illness/disability from a medical doctor may be required by Department Heads at any time and shall be required for sick leave in excess of three (3) consecutive days.

Probationary employees will accrue sick leave but may not draw leave or sick pay for time off taken due to illness until he/she has completed three (3) months of service to the Department. Probationary employees who do not achieve permanent status shall forfeit any accrued sick leave.

Sick leave may be legitimately drawn in the event of the following: absences due to illness or injury, exposure to contagious diseases which may endanger the health of other persons, medical and dental appointments, and the care of immediate family members whose illness or condition requires the employee to remain at home (care beyond three (3) days requires approval by the Town Administrator). Employees absent for such

reasons must report their absence to Department Heads at least one (1) hour prior to the beginning of their regularly scheduled starting time.

Section 2

For each employee working six (6) consecutive months who utilizes one (1) shift or less of sick leave during the six (6) month time period, that employee shall receive a bonus in the amount equivalent to the employee's rate of pay for 8.4 hours, payable in the second pay period in January and the second pay period in July.

Section 3

- A. The TOWN agrees to the establishment of a Sick Leave Bank. The Bank shall be set up and administered by a Sick Leave Review Panel consisting of four (4) members, three (3) appointed by the ASSOCIATION and one (1) appointed by the TOWN, who shall establish procedural rules for its operation.
- B. The initial funding of the Sick Leave Bank shall be an assessment of two (2) months accrual per member of the ASSOCIATION.
- C. Each member shall be assessed one (1) month's accrual per year.

ARTICLE 25
PERSONAL LEAVE

Personal days shall be granted with pay similar to vacation leave and are intended to afford the employee with the opportunity to address unanticipated events or emergencies of short duration. Employees covered by this Agreement shall be awarded personal days off after completion of one (1) year of service and thereafter on the employee's anniversary date. Personal days off may be earned at a rate of one (1) twenty-four (24) hour work day per year for employees with less than five (5) years of service. Those employees having five (5) or more years of service will be entitled to two (2) twenty-four (24) hour work days per year. Personal days may not be accumulated beyond two (2) twenty-four (24) hour work days per year and must be used within twelve (12) months of the time they were earned. Notice equivalent to that expected for sick leave is required for the use of personal days. There will be no payment of these benefits upon termination. One (1) personal day equals a twenty-four (24) hour work day. Personal days may be taken in twelve (12) hour blocks.

ARTICLE 26
BEREAVEMENT LEAVE

Section 1

Bereavement leave of two (2) twenty four hour shifts with pay shall be granted an employee, with the exception of the fire inspector, in the event of the death of his/her spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, grandparent, grandchildren, legal guardian, significant other or a relative domiciled in the employee's household. This leave may be extended upon petition to the Town Administrator, solely at his/her discretion. The fire inspector shall be granted a period not to exceed four (4) shifts.

Section 2

Under extenuating circumstances, special leave of one (1) twenty four hour shift, or in the case of the fire inspector one (1) work shift, with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

ARTICLE 27
FAMILY CARE LEAVE

Section 1

A male employee may use accrued sick leave or vacation leave if his wife is ill during the pregnancy or recovering from the delivery of such child.

Section 2

It is the policy of the TOWN to grant permanent full-time female employees a leave of absence without pay for the purpose of child bearing and rearing during which time the TOWN will provide health/life insurance benefits to the employee. Such leave shall be contiguous to the birth of the employee's child.

Section 3

A reasonable leave of absence is defined as one-hundred eighty (180) consecutive calendar days. At the election of the employee, any such leave may encompass less than the full one-hundred eighty (180) day period. A leave shall, in no event, exceed one-hundred eighty (180) days except for valid medical reasons. Any employee seeking an extension beyond the one-hundred eighty (180) day limit must consent to an independent medical evaluation by the TOWN if the TOWN determines such evaluation to be advisable.

Section 4

Each employee seeking such leave of absence may be required to present to the TOWN a written statement from her attending physician indicating the date upon which she should begin her absence from her job.

Section 5

To obtain such leave of absence, the employee must, in good faith, signify her intent to return to her employment at some date on or before the end of the one-hundred eighty (180) day period unless mutually agreeable arrangements extending such period are made between the employee and the TOWN.

Section 6

It will be the employee's responsibility to notify the Town Administrator at least thirty (30) days in advance of her return to work. Upon return to employment, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay unless circumstances within the TOWN make such reinstatement impossible or unreasonable.

Employees on maternity leave may use their accrued sick leave for those periods of time for which they are actually disabled.

Section 7

The TOWN shall grant to any employee covered by this Agreement a leave of absence without pay, to a maximum of three (3) months, for the purpose of caring for a newly born or adopted child, or an elderly family member during which time the TOWN will provide health/life insurance benefits to the employee. At the election of the employee, any such leave may encompass less than the full three (3) month period.

To obtain such leave of absence, the employee must, in good faith, signify his/her intent to return to his/her employment at some date on or before the end of the three (3) month period.

It will be the employee's responsibility to notify the Town Administrator at least thirty (30) days in advance of his/her return to work. Upon return to employment, such employee shall be reinstated to his/her original job or an equivalent position with equivalent pay and benefits as established herein.

Employees requesting such leave may use their accrued sick or vacation leave if they so choose.

ARTICLE 28
COURT, MILITARY LEAVE

Section 1

The TOWN shall grant leave to an employee for any period of time he/she is required to appear before a court, judge, justice, magistrate or coroner, provided:

- A. Such leave is duty-related and pertains or originates out of the employee's employment with the TOWN;
- B. or, the employee is called involuntarily as a witness by subpoena in a case or action in which the employee does not have a personal interest.

Section 2

For such leave as specified in Section 1 above, the TOWN shall pay to the employee, during his/her absence, the difference between his normal pay and any pay received as witness fees or otherwise as a result of the employee's attendance at such court or proceeding.

Section 3

The employer shall grant leave without pay, to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff or defendant in a case of personal interest to the employee.

Section 4 **Jury Duty**

An employee required being available for jury selection or service shall receive his regular daily wage for each day worked provided any jury duty pay or fees paid to the employee are remitted to the TOWN. The employee may keep any court payment for services performed on the days of his/her regularly scheduled days off or performed while on vacation or personal leave.

Employees are to return to work after jury duty although no more than the regularly scheduled numbers of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and report to work as instructed.

Section 5 Military Leave

This Section applies to employees affiliated with the United States Armed Forces, National Guard or Reserves:

- A. The TOWN shall release employees for service with the Armed Forces for participation in:
 - 1. Annual Training (Summer Camp)
 - 2. Active Duty Training (School)
 - 3. Inactive Duty Training (Weekend Drills)
 - 4. Extended leave of absence for voluntary active duty service (Enlistment)
 - 5. Involuntary Call-Up
- B. A military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.
- C. Military leave will be granted to the employee for absences not exceeding fifteen (15) calendar days per year. Such employee shall receive the difference between their regular pay and that received as a result of their military duty. The TOWN will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day military leave allowance.
- D. An employee who is called to or volunteers for service with the Armed Forces of the United States, the National Guard, or the Reserves is eligible for reinstatement to his/her position upon completion of service, providing that the period of service is four (4) years or less.
- E. The TOWN will make an effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.
- F. The employee is responsible to provide his/her Department Head copies of all military orders which will result in a leave of absence for active military duty. Orders must specify the duties of absence, promulgation authority, letter order number, and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

- G. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to termination.

- H. Inactive duty training dates (weekend drills) should be provided to the Department Head as soon as available if the dates conflict with scheduled employment with the TOWN.

ARTICLE 29
LEAVE OF ABSENCE WITHOUT PAY

Section 1

Unless otherwise provided in this Agreement, a request for leave of absence without pay shall be in writing on a Request for Leave form and shall state specifically the reasons for the request, the beginning date desired and the date of return. The request shall be submitted by the employee to the Fire Chief. The Fire Chief shall determine whether the request should be granted, modified, or denied based upon the best interest of the TOWN, giving due consideration to the reasons given by the employee, and the requirements of the TOWN.

Section 2

The Fire Chief may grant a leave of absence without pay not to exceed ninety (90) days for non-medical purposes.

Section 3

Medical leave without pay may be granted for a period not to exceed six (6) months. Medical leave may be used for disability/illnesses (including maternity related disabilities) which extend beyond the period of accrued sick leave. (Vacation accruals may also be used before starting an unpaid medical leave after sick leave accruals are exhausted.)

Requests for medical leave must be accompanied by documentation from the employee's attending physician which supports the need for the leave.

Section 4

No sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing longevity.

Section 5

Any employee on an approved leave of absence may continue his/her medical, dental and life insurance coverage by paying the full cost to the TOWN in advance for each month or portion thereof of which he/she is absent, subject to limitations set by the insurance carrier.

ARTICLE 30
LEAVE COVERAGE

Section 1

The ASSOCIATION shall maintain and post on the Fire Department bulletin board an eligibility list, as approved by the Fire Chief, divided by platoons and with employees listed in order of seniority as approved by the Fire Chief which shall be used when filling vacancies for shift coverage or other overtime details. If a vacancy occurs as described above, the employee required to work as determined by the eligibility list shall be responsible for either working the vacancy or finding another qualified full-time Firefighter/EMT to work the vacancy for him/her.

Section 2

If a vacancy occurs in any position covered by this Agreement because of illness or vacation said vacancy shall be filled by the use of the eligibility list for the off-going platoon.

ARTICLE 31
HEALTH AND OTHER INSURANCE

The Town agrees to provide health, hospitalization, major medical, accidental, disability and dental insurance for each employee under a "Flex 125" plan. The health and hospitalization plan shall be the Matthew Thornton Blue \$5 co-pay RX 10/20/45. The plan shall consist of the following components:

- A. A health insurance credit equal to the annual Matthew Thornton premium shall be issued to each employee. This credit shall be equal to the premium, which is applicable to the employee's family size less the employee's share of ten percent (10%) of the monthly premium for said health insurance. [For example, an employee with a spouse and children would receive a credit in the amount equal to the annual Matthew Thornton family premium, less ten percent (10%)].

In the event that the so-called Cadillac Tax of the ACA is implemented in 2018 or any year covered by this Agreement and thereafter, the cost of said tax shall be borne equally by the employee and the Town.

Effective July 1st of each year the employee's share of the monthly premium for said health insurance shall be as follows:

| | |
|------|-----|
| 2016 | 11% |
| 2017 | 13% |
| 2018 | 15% |
| 2019 | 15% |
| 2020 | 20% |

- B. A dental insurance credit equal to the annual Delta Dental premium shall be issued to each employee. This credit shall be equal to the premium, which is applicable to the employee's family size less the employee's share of ten percent (10%) of the monthly premium for said dental insurance. [For example, an employee with a spouse and children would receive a credit in the amount equal to the annual Delta Dental family premium, less ten percent (10%)].

In the event that the so-called Cadillac Tax of the ACA is implemented in 2018 or any year covered by this Agreement and thereafter, the cost of said tax shall be borne equally by the employee and the Town.

Effective July 1st of each year the employee's share of the monthly premium for said dental insurance shall be as follows:

| | |
|------|-----|
| 2016 | 11% |
| 2017 | 13% |
| 2018 | 15% |
| 2019 | 15% |
| 2020 | 20% |

- C. A life insurance credit equal to the annual premium for a \$100,000 policy from the current insurance carrier shall be issued to each employee.
- D. A short-term disability insurance credit equal to the annual premium for current coverage from the current insurance carrier shall be issued to each employee.
- E. A long-term disability insurance credit equal to the annual premium for current coverage from the current insurance carrier shall be issued to each employee.
- F. A "Section 125" Plan shall be incorporated into the flex plan which shall allow for pre-tax contributions for health care, glasses, orthodontics and child care as allowed by law.
- G. An insurance "buyout" option shall be included for employees that are covered by insurance from another source other than the TOWN. If the employee elects not to be covered by the TOWN'S health, life, dental, short term disability, long term disability or any combination thereof, then the TOWN shall reimburse the employee fifty percent (50%) of the premium savings. The employee may elect to receive all or part of the reimbursement in cash paid out in equal installments of twenty-six bi-weekly payroll payments or in the form of insurance credit to purchase other insurances that are offered by the Health Trust.

All new employees hired on or after January 1, 2016 who elect the buy-out provision will be reimbursed fifteen percent (15%) of the Town's share of the HMO health and dental without orthodontia insurance premium. Said buy-out shall be included as a taxable benefit "insurance credit" paid bi-weekly with the employee's paycheck. The employee shall furnish the Town with proof of alternative insurance coverage on a yearly basis.

- H. A Managed Care and mail-in prescription program and any other benefits currently afforded to employees as members of the Health Trust shall be included in the program, at no cost to the employee.

- I. Employees shall have the opportunity to "buy up" to the BCBS-JW, BCBS-Blue Choice or any other insurance program offered by the Health Trust if so desired. If the employee elects to "buy up" to any other medical insurance program offered by Health Trust they shall contribute twenty percent (20%) of the monthly premiums of said health plans.

- J. Notwithstanding anything to the contrary contained herein, the parties agree that they will meet from time to time during the life of this Agreement to review and seek out alternative and less costly Health and Dental Plans, or upon notice that any currently offered Plan is no longer offered, and to implement any such Plan satisfactory to both parties during the duration of this CBA.

ARTICLE 32
LIFE INSURANCE

The Town shall provide employees covered by this Agreement with term life and accidental death and dismemberment insurance as is currently being provided. These plans shall include the current coverage of \$100,000 at no cost to the Employee. The TOWN will provide additional coverage to employees at their own expense. The TOWN shall provide an insurance binder to all employees covered by this Agreement.

ARTICLE 33
WORKER'S COMPENSATION/SHORT TERM DISABILITY

Section 1 Worker's Compensation

In situations involving leave due to work related injuries, the TOWN will continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted all available leave, is deemed to have diminished or reduced earning capacity, or he/she becomes ineligible for worker's compensation or is discharged.

This benefit (full pay) is offered with the understanding that the employees will "buy back" used leave time equivalent to worker's compensation benefits remitted to the TOWN.

While an employee remains on leave, accounting for his/her leave time will take place weekly and leave will be charged at one-hundred percent (100%) of that actually used. Only after the TOWN receives reimbursement from the worker's compensation carrier will the leave account be credited with time equivalent to the reimbursement (i.e. Base salary of \$300.00 per week less disability benefit payment remitted to the TOWN of \$200.00, employee's sick leave accrual would be charged for time equal to difference of \$100.00). For purposes of calculating leave time reimbursement, 8.4 hours shall equal one (1) shift. In the event that an employee's leave extends beyond his/her accrued leave time, the TOWN will discontinue salary/wages and the employee will retain any future benefits from the worker's compensation carrier.

Section 2 Short Term Disability

In matters involving short term non-work related sick leave, the TOWN will continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted available leave or is deemed ineligible for disability benefits or discharged, whichever comes first.

This benefit (full pay) is offered with the understanding that the employees will "buy back" used leave time equivalent to disability benefits remitted to the TOWN.

While an employee remains on leave, accounting for his/her leave time will take place weekly and leave will be charged at one-hundred percent (100%) of that actually used. Only after the TOWN receives reimbursement from the disability carrier will the leave account be credited with time equivalent to the reimbursement (i.e. Base salary of \$300.00 per week less disability benefit payment remitted to the TOWN of \$200.00, employee's sick leave accrual would be charged for time equal to difference of \$100.00). For purposes of calculating leave time reimbursement, 8.4 hours shall equal one (1) shift. In the event that an employee's leave extends beyond his/her accrued leave time, the TOWN will discontinue salary/wages and the employee will retain any future benefits from the disability carrier. Employees on short term non-work related disability shall not

have any non-salary benefits provided herein discontinued until such time as they are determined to be permanently disabled and unable to return to work.

ARTICLE 34.
UNIFORM ALLOWANCE

Section 1

The TOWN shall provide an annual uniform allowance for all permanent personnel covered by this Agreement, in the amount of Five Hundred Dollars (\$500.00). The above stated payment shall be made available for the employee's use by January 3rd of every year.

Section 2

Employees completing probation shall have a prorated allowance based on a per month equivalent through the remaining portion of the calendar year until the following January.

Section 3

New employees will be issued the following:

- Dress hat and badge;
- Four (4) sets of work uniforms;
- Two (2) approved pullover sweatshirts;
- One (1) long sleeve white shirt;
- One (1) short sleeve white shirt;
- One (1) Class B uniform shirt;
- One (1) belt;
- One (1) pair of black shoes or boots;
- One (1) uniform jacket with liner;
- Two (2) badges, name tags, and sets of collar brass;
- One (1) set of coveralls; and
- One (1) blue Watch Cap.

Section 4

All new employees covered by this Agreement shall be issued all items, listed in Section 3 above, upon hire or within a reasonable time frame pending vendor availability.

Section 5

The TOWN shall provide washer/dryer and supplies for the laundering of all uniforms and other items worn by employees covered by this Agreement.

ARTICLE 35
PROTECTIVE CLOTHING AND EQUIPMENT

Section 1

The TOWN shall provide the following protective clothing and equipment to each member of the Department covered by this Agreement:

- One (1) protective hood;
- One (1) Metro style helmet with face shield;
- One (1) turnout coat with liner;
- Two (2) pairs protective gloves;
- One (1) pair of night hitch boots with pants and suspenders;
- One (1) pair of wool mittens; and
- One (1) forestry shirt.

Section 2

All protective clothing damaged during emergency operations or training will be replaced by the Department in a reasonable period of time.

Section 3

All protective clothing issued by the Department shall meet current NFPA requirements at the time of its purchase.

ARTICLE 36
APPARATUS AND EQUIPMENT MAINTENANCE

Article 36 was rescinded in whole effective January 1, 2016.

ARTICLE 37
DIRECTIVES

All general memos and general orders shall be posted on the Department bulletin board upstairs in the station for thirty (30) days and a copy placed in the Department's master memo/order book for future reference (does not include miscellaneous informational memos, etc.). Additionally, a copy of such memos/orders shall be furnished to the ASSOCIATION.

ARTICLE 38
TRAINING AND EDUCATION

Section 1

Employees in this bargaining unit may apply for tuition reimbursement from the TOWN for classes, courses, seminars, etc. which relate to the employee's job. Such application shall be made through the Fire Department Training Officer for approval by the Fire Chief.

Section 2

Each employee covered by this Agreement shall receive a minimum of Four Hundred Dollars (\$400.00) for tuition reimbursement and books each calendar year. Individual amounts not used or allocated by August 1st of each year shall be made available for distribution to all other employees covered by this Agreement, with those who originally have not spent their full amount, receiving priority for its use. Funds may be used for tuition reimbursement, books, travel, lodging and expenses each calendar year as approved by the Fire Chief or his/her designee.

Section 3

Employees covered by this Agreement shall be able to apply for an unpaid leave of absence for education or training activities for a period not to exceed three (3) months. This leave shall be without pay or accrual of benefits but without loss of seniority and is totally discretionary with the TOWN.

Section 4

When available, employees shall be allowed to use Fire Department staff vehicles to travel to courses or seminars which are held outside the Town of Durham.

Section 5

Bargaining unit members will be eligible for up to twenty (20) hours of professional development in each calendar year which may be taken on or off duty as needed. For any such development to be compensated it must have the Fire Chief's prior approval which shall be at his/her sole and absolute discretion.

A unit member on duty shall be granted paid leave for the purpose of attending a class or seminar to include travel time. A unit member who is off duty and chooses to attend a class or seminar approved by the Chief shall be paid only for actual time spent at the class or seminar and not for travel time. Said time spent shall be subject to overtime compensation if applicable.

Probationary employees are not eligible for this benefit.

ARTICLE 39
PRE-HOSPITAL EMERGENCY MEDICAL
ADVANCED LIFE SUPPORT SKILLS

Section 1 Purpose

- A. This Article establishes provisions for the implementation and maintenance of skills related to providing pre-hospital advanced life support emergency medical services.
- B. Both the TOWN and the ASSOCIATION realize the importance of providing advanced life support skills and the need to maintain a high quality of pre-hospital emergency medical services within the Town of Durham. The intent and purpose of this Article is to provide and maintain the advanced skills necessary to reduce the potential for disability or death to patients who become critically ill or injured within the Town of Durham.

Section 2 Advanced Technique and Certification Levels

- A. This Article specifically covers the currently existing advanced techniques and certification levels as follows:
 - 1. Manual Heart Defibrillation Emergency Medical Technician (EMT);
 - 2. Emergency Medical Technician –Advanced Emergency Medical Technician (AEMT); and
 - 3. Emergency Medical Technician – Paramedic (E.M.T.-P).
- B. It is understood by both the TOWN and the ASSOCIATION that during the course of this Article, new or more advanced pre-hospital emergency medical procedures or skill levels may become available. In order to provide the highest level of patient care within the Town of Durham, these new techniques and certification levels should be implemented in a fashion mutually agreeable to both the TOWN and the ASSOCIATION.
- C. The National Emergency Medical Certification Body (NREMT) has superseded the current EMT-I with AEMT effective in 2016/2017. Durham has elected to implement the AEMT classification in lieu of the current EMT-I classification.
- D. Current employees who are participating in EMT-Paramedic certification programs will continue to receive consideration for support with respect to their programs. This consideration shall include logistics of work scheduling and tuition reimbursement. Initial EMT-Paramedic

certification shall not be covered by the provisions contained in this Article. However, EMT-Paramedic continuing education, recertification and hospital requirements shall be covered by the provisions contained in this Article.

Section 3 Establishment of an EMS Coordinator

In order to ensure the success and future development of this pre-hospital emergency medical program, the position of EMS Coordinator shall be established within the Durham Fire Department.

- A. If for any reason the position of EMS Coordinator becomes vacant or it is mutually agreed by the TOWN and the ASSOCIATION that the current EMS Coordinator needs to be replaced, the TOWN agrees to consult with the ASSOCIATION prior to appointing a new EMS-Coordinator.
- B. The EMS Coordinator shall have the following responsibilities:
 - 1. Coordinate all EMS related training and certification for Fire Department personnel.
 - 2. Oversee all medical records, reports, logs, forms, etc. pertaining to the delivery of pre-hospital emergency medical services.
 - 3. Coordinate the purchase, maintenance, stocking and general upkeep of all medical related equipment and supplies; and
 - 4. Act as a liaison for the Fire Department between local hospitals and other EMS related agencies.

Section 4 EMS Committee

- A. An EMS Committee shall be established for the purpose of monitoring, reviewing and making recommendations concerning all aspects of the Fire Department's delivery of pre-hospital emergency medical services.
- B. The EMS Committee shall consist of three (3) members: a representative of the ASSOCIATION, the Fire Chief or his designee and another Fire Department member selected by the other two (2) members.
- C. The EMS Committee shall meet a minimum of once a month unless unforeseen circumstances create a need to reschedule meetings. A written record of meetings and recommendations shall be maintained and posted for Fire Department personnel to view. All recommendations made by the Committee shall be based on a vote of all three (3) members.

- D. The EMS Committee will serve in an advisory capacity to the Fire Chief and EMS Coordinator.

Section 5 Implementation Plan

- A. The following plan shall be utilized in order to provide the advanced medical skills previously mentioned in this Article:
1. In recognition of the fact that the new certification entails new standards for licensure and that there is a possibility that one or more of the current Firefighters may not be able to obtain the new certification, the parties agree as follows:
 - a) That up to four current firefighters who fail to obtain AEMT certification may be retained as EMT with a commensurate reduction in salary;
 - b) That this provision, if necessary, be allocated beginning with the most-senior member to least-senior, up to the maximum number of four;
 - c) That this provision applies only to current employees and to the initial upgrade in certification;
 - d) That a reassignment of shifts for those individuals may be necessary to ensure that each shift has AEMT coverage; and
 - e) That once a firefighter has obtained AEMT certification, he/she may not voluntarily or otherwise revert to EMT.
 2. It shall be a condition of employment for any person covered by this Article who is hired after January 1, 2015 to be certified to a minimum level of AEMT. It is expressly understood that employees covered by this Article who were hired before the above mentioned date shall be "grand-fathered" from this provision; and
 3. For budgetary purposes, the ASSOCIATION must notify the TOWN by August 1st of each year of any interested personnel seeking this advanced training to maintain the previously stated minimum of twelve (12). The TOWN will not be required to provide the funding for this advanced training if notification is not received by this date. If funding is available, the TOWN will make an effort to provide this advanced training even if this notification requirement is not met.
- B. As much as possible, EMS training shall be made available to personnel on-duty during normal hours of work. A permanent firefighter shall be

assigned to provide shift coverage when an on-duty firefighter attends training classes or other activities related to certification, continuing education and hospital requirements which are held outside the Town of Durham or when the on-duty firefighter will otherwise be unavailable for emergency responses. Attendance at these training classes or other activities shall be with prior approval by the Fire Chief or his designee.

- C. All firefighters ordered to attend pre-hospital emergency medical advanced life support related training and certification courses or activities that are not on-duty shall be compensated at one and one-half (1½) times their normal hourly wage. Any training or certification courses required to recertify an EMS level that cannot be accomplished on duty shall be compensated at one and one-half (1½) times their normal hourly wage. Attendance at these training and certification courses or activities shall be with prior approval provided by the Fire Chief or his designee.
- D. The Fire Chief shall ensure that all personnel are able to attend the necessary training and certification courses or activities required to maintain proficiency and certifications in advanced life support skills. Should any personnel be unable to maintain advanced life support proficiency or certification by not being allowed to attend the necessary training and certification courses or activities, they shall be allowed to regain their advanced life support certification level.
- E. All pre-hospital emergency medical course instructors shall be qualified and competent as determined by the State Bureau of EMS and the resource hospital.

Section 6 Tuition, Books, Equipment and Other Fees

The Town shall pay for all tuition, books, equipment and other fees related to courses for training and certification in the pre-hospital emergency medical field.

Section 7 Liability Coverage

- A. If any claim is made, or any action is commenced against a present or former member of the Durham Fire Department after October 1, 1991 seeking equitable relief or claiming damages by reason of any act or omission during the course of that member's duties related to Advanced Life Support Skills, or training related to those duties, if such act or omission was not committed with malice, or by reason by any other act of omission made in good faith for which such member is held liable for damages, and if such act or omission was in the scope of his/her employment, the TOWN shall indemnify and save harmless such member or former member from any personal financial loss and expense, including

reasonable legal fees and costs not compensated by such insurance as may be procured by the TOWN.

- B. Time spent in preparation or in court by any person covered by this Article pursuant to any litigation in which that person is involved pursuant to his/her duties with the TOWN shall have such time considered as on-duty time in service.

Section 8 Infectious Disease Prevention

The TOWN shall comply with state, federal and the resource hospital guidelines and mandates concerning infection control and disease prevention.

Section 9 Shift Staffing

- A. In order to provide advanced pre-hospital emergency medical care at all times, the TOWN shall maintain at least one advanced life support provider on each shift at all times. Once feasible after initial training and certification, this provider shall have a minimum certification level of AEMT.

Whenever a firefighter is needed to go with a contracted ambulance service or mutual aid ambulance to the hospital, a firefighter shall be called back to provide shift coverage. This coverage shall be on a one-for-one person basis. The call back procedure shall be the same as what is currently used.

ARTICLE 40
SAFETY AND HEALTH

Section 1

Safety is of major concern to both the TOWN and the ASSOCIATION, therefore, both agree to observe good safety practices. Toward this end, the TOWN shall make every reasonable effort to provide and maintain safe and healthy working conditions.

The ASSOCIATION shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.

Section 2

There shall be a joint Safety and Health Committee composed of a representative of management, a Shift Officer, and a representative of the ASSOCIATION which shall make recommendations to the Fire Chief on all matters concerning safety and health. Said Safety and Health Committee shall use NFPA 1500 as a guideline for all safety matters involving the Fire Department.

Section 3

The TOWN shall provide an employee assistance program for employees covered by this Agreement, their spouses and children. This program shall provide, at no cost to the employee, professional counseling services for conditions that may arise due to occupational stress, drug or alcohol addiction, or family crisis. These counseling sessions shall remain confidential between the employee, the employee's family and the counselor. Information shall be released to the TOWN only upon written consent of the employee. Any change in the vendor that provides the service shall be mutually agreed upon by both the TOWN and the ASSOCIATION.

ARTICLE 41
FIRE PREVENTION/INSPECTOR POSITION

Section 1

Within a reasonable period of time after this Agreement being signed, the Fire Chief shall establish an eligibility list for the position of Fire Prevention Inspector. Said eligibility list and the process associated with the same shall fall under the guidelines of Article 13 of this Agreement.

Section 2

The position of Fire Prevention Inspector shall be composed of a forty (40) hour work week. Specific scheduling to attain that forty (40) hour work week shall be established by mutual agreement between the Fire Chief and the Fire Prevention Inspector.

It is expressly understood that any hours worked over forty (40) hours per week shall be paid at the Fire Prevention Inspector's overtime rate which be by one and one-half (1-1/2) times his/her normal hourly rate.

Section 3

The Fire Prevention Inspector position is created with the intent of focusing full-time attention to the fire prevention and inspection needs of the community. The Inspector may be used for the filling of anticipated vacancies no more than two times per calendar month. In the first instance the Inspector shall designate which shifts he will cover so as not to unduly interfere with his Inspection schedule subject to the Chief's final approval. In the event that the Inspector does not designate the shifts for which he is available to provide coverage or if the shifts designated are not acceptable, the Chief or his designee shall select the shifts for which the Inspector shall be available for coverage. This position will receive first option for Special Events Details.

Section 4

Notwithstanding anything to the contrary in Section 3 above Fire Inspectors may be assigned at the discretion of the Chief to fill long term vacancies on Firefighter shifts as follows:

- a) Inspectors can only be switched from Prevention to a shift firefighter to cover a vacancy of over four (4) weeks due to injury, illness, or family leave.
- b) Inspectors must be given at least two week's notice prior to them being switched to a shift, and be given one week notice option prior to reversion to the Inspection Bureau.
- c) Shift coverage assignments will be based on seniority having first right of refusal.
- d) The Inspector that is temporarily reassigned will remain at his/her pay rate and will receive four (4) hours of overtime each pay period as Inspectors are

scheduled for a 40 hours work week or 80 hours per pay period and shift firefighters are scheduled for 42 hours per week or 84 hours per pay period.

- a. Inspectors may be offered additional hours of overtime to work on needed Inspection Bureau activities.
- e) The Inspector that is switched over to shift work will not put into the overtime rotation for that shift, but will retain all Inspector rights regarding Special Events.
- f) It is understood that if assigned to fill a long term vacancy on shift, the predominant duty of said inspector is the work of the Duty Shift. A covering Inspector should not be utilized to cover the routine tasks of the Prevention Bureau while on shift; however, this should not preclude the Inspector from employing their expertise to answer questions, perform unanticipated mission-critical activities, or work on prevention activities as they see fit so long as the work of the Duty Shift is not compromised in doing so. The opportunity to perform routine Inspection Bureau tasks may be offered to the Inspector on an overtime basis.

Section 4

It is agreed that the Fire Prevention Inspector needs continuous training in order to keep current in the different aspects of fire prevention (codes, plans reviews, etc.). Therefore the parties agree that there shall be a budget each year as decided by the Fire Chief specifically for training and education for the Fire Prevention Inspector.

The Fire Prevention Inspector shall be allowed to attend training classes, schools, seminars, etc. taking into account his/her schedule and budget constraints.

Section 5

The Fire Prevention Inspector's salary schedule is included in Article 44.

ARTICLE 42
LIABILITY

The Durham Town Council at a special meeting on July 31, 1989, voted to indemnify and save harmless for loss or damage occurring after said vote, all employees covered by this Agreement pursuant to RSA 31:105.

ARTICLE 43
ADDENDUM'S AND AMENDMENTS

Section 1

The previously negotiated and signed agreement between the TOWN and the ASSOCIATION concerning pre-hospital emergency medical advanced life support skills, previously known as Addendum B, is incorporated into Article 39 of this Agreement.

Section 2

The previously negotiated and signed agreement with the TOWN, the ASSOCIATION and the fire captains belonging to the Durham Professional Middle Manager's Association concerning the assignment of and rules governing special events and entitled Special Events Agreement, previously known as Addendum C, is incorporated into Article 21 of this Agreement.

Section 3

All addendum's and amendments to this Agreement which shall be mutually agreed upon between the TOWN and the ASSOCIATION shall be lettered, dated, and signed by the responsible parties and shall form a part of, and be subject to all the provisions of this Agreement.

ARTICLE 44
WAGE SCALE AND STIPENDS

Section 1

All cost of living increases shall be effective on January 1st of each year. The salary schedule shall be modified by an ATB adjustment as follows:

| | |
|------|------|
| 2016 | 1.5% |
| 2017 | 2.0% |
| 2018 | 2.0% |
| 2019 | 2.0% |
| 2020 | 2.0% |

Section 2

All step increases shall be effective on January 1st of each year for all employees covered by this Agreement. As of January 1, 2016 current members covered by this Agreement shall be placed on the following steps of the 2016 Wage Schedule:

| | | | |
|------------|----|------------|-------|
| Gray | 1A | LeClair | 8P |
| Hunt | 1A | Jautaikis | 10A |
| Wilder | 3A | O'Sullivan | 11A |
| Davis | 3A | Lundberg | 11A |
| Brenner | 3A | Lavigne | 12A |
| McGrath | 4A | Campbell | 13A |
| Blatchford | 6A | Stevens | 13A |
| Kadden | 7A | Boutin | InspA |
| Leavitt | 7A | Plante | InspA |

Additional steps of 1.5% will be added annually on January 1st as follows:

| | |
|------|---------|
| 2016 | Step 13 |
| 2017 | Step 14 |
| 2018 | Step 15 |
| 2019 | Step 16 |
| 2020 | Step 17 |

Section 3

Following an employee's one year probation, they will be placed on Step 2 of the Wage Scale. Additional step increases will be awarded annually on January 1st per Section 2 above.

Section 4

In addition to base pay, employees shall receive an educational stipend for obtainment of an Associate's or Bachelor's degree from an accredited institution of higher learning as follows:

\$500.00 for an Associate's Degree

\$750.00 for a Bachelor's Degree

Section 5

The parties agree that the following voluntary positions are not "unit work": PPE; Radio; SCBA; EMS, Maintenance Coordinator and Asst. Maintenance Coordinator. To the extent that the positions are assigned/filled with unit members those FF will receive the following stipends for the work done much of which is anticipated to be on shift:

PPE - \$1,500.00 overtime as approved by the Fire Chief,

SCBA - \$1,500.00 overtime as approved by the Fire Chief.

Radio - \$ 750.00 overtime as approved by the Fire Chief

EMS - \$ 750.00 overtime as approved by the Fire Chief

Maintenance \$ 750.00 overtime as approved by the Fire Chief

Asst. Maint. \$ 750.00 overtime as approved by the Fire Chief

| STEP | January 1, 2016 | | |
|-----------|-----------------|-----------|-----------|
| | EMT | AEMT | EMT-P |
| 1 | \$ 41,009 | \$ 42,722 | \$ 44,884 |
| 2 | \$ 42,995 | \$ 44,707 | \$ 46,930 |
| 3 | \$ 44,153 | \$ 45,865 | \$ 48,123 |
| 4 | \$ 45,478 | \$ 47,190 | \$ 49,487 |
| 5 | \$ 46,159 | \$ 47,898 | \$ 50,230 |
| 6 | \$ 46,852 | \$ 48,616 | \$ 50,983 |
| 7 | \$ 47,555 | \$ 49,345 | \$ 51,750 |
| 8 | \$ 48,267 | \$ 50,086 | \$ 52,525 |
| 9 | \$ 48,991 | \$ 50,837 | \$ 53,313 |
| 10 | \$ 49,727 | \$ 51,601 | \$ 54,114 |
| 11 | \$ 50,474 | \$ 52,374 | \$ 54,924 |
| 12 | \$ 51,231 | \$ 53,160 | \$ 55,747 |
| 13 | \$ 52,000 | \$ 53,957 | \$ 56,583 |
| Inspector | \$ 53,560 | \$ 55,576 | \$ 58,281 |

NOTE: Inspector pay is 3% higher than highest step.

| STEP | January 1, 2017 | | |
|-----------|-----------------|-----------|-----------|
| | EMT | AEMT | EMT-P |
| 1 | \$ 41,829 | \$ 43,577 | \$ 45,782 |
| 2 | \$ 43,855 | \$ 45,601 | \$ 47,868 |
| 3 | \$ 45,036 | \$ 46,782 | \$ 49,086 |
| 4 | \$ 46,388 | \$ 48,134 | \$ 50,477 |
| 5 | \$ 47,082 | \$ 48,856 | \$ 51,235 |
| 6 | \$ 47,789 | \$ 49,589 | \$ 52,003 |
| 7 | \$ 48,506 | \$ 50,332 | \$ 52,785 |
| 8 | \$ 49,233 | \$ 51,088 | \$ 53,576 |
| 9 | \$ 49,971 | \$ 51,854 | \$ 54,379 |
| 10 | \$ 50,721 | \$ 52,633 | \$ 55,196 |
| 11 | \$ 51,483 | \$ 53,421 | \$ 56,022 |
| 12 | \$ 52,256 | \$ 54,223 | \$ 56,862 |
| 13 | \$ 53,040 | \$ 55,036 | \$ 57,715 |
| 14 | \$ 53,835 | \$ 55,862 | \$ 58,580 |
| Inspector | \$ 55,450 | \$ 57,538 | \$ 60,338 |

NOTE: Inspector pay is 3% higher than highest step.

| STEP | January 1, 2018 | | |
|-----------|-----------------|-----------|-----------|
| | EMT | AEMT | EMT-P |
| 1 | \$ 42,666 | \$ 44,448 | \$ 46,698 |
| 2 | \$ 44,732 | \$ 46,513 | \$ 48,825 |
| 3 | \$ 45,936 | \$ 47,718 | \$ 50,067 |
| 4 | \$ 47,315 | \$ 49,097 | \$ 51,487 |
| 5 | \$ 48,024 | \$ 49,833 | \$ 52,260 |
| 6 | \$ 48,745 | \$ 50,581 | \$ 53,043 |
| 7 | \$ 49,476 | \$ 51,339 | \$ 53,840 |
| 8 | \$ 50,217 | \$ 52,110 | \$ 54,647 |
| 9 | \$ 50,970 | \$ 52,891 | \$ 55,467 |
| 10 | \$ 51,736 | \$ 53,685 | \$ 56,300 |
| 11 | \$ 52,513 | \$ 54,490 | \$ 57,143 |
| 12 | \$ 53,301 | \$ 55,307 | \$ 57,999 |
| 13 | \$ 54,100 | \$ 56,137 | \$ 58,869 |
| 14 | \$ 54,912 | \$ 56,979 | \$ 59,752 |
| 15 | \$ 55,736 | \$ 57,834 | \$ 60,648 |
| Inspector | \$ 57,408 | \$ 59,569 | \$ 62,468 |

NOTE: Inspector pay is 3% higher than highest step.

| STEP | January 1, 2019 | | |
|-----------|-----------------|-----------|-----------|
| | EMT | AEMT | EMT-P |
| 1 | \$ 43,519 | \$ 45,337 | \$ 47,632 |
| 2 | \$ 45,627 | \$ 47,443 | \$ 49,802 |
| 3 | \$ 46,855 | \$ 48,672 | \$ 51,069 |
| 4 | \$ 48,262 | \$ 50,079 | \$ 52,516 |
| 5 | \$ 48,984 | \$ 50,830 | \$ 53,305 |
| 6 | \$ 49,720 | \$ 51,592 | \$ 54,104 |
| 7 | \$ 50,466 | \$ 52,366 | \$ 54,917 |
| 8 | \$ 51,222 | \$ 53,152 | \$ 55,740 |
| 9 | \$ 51,990 | \$ 53,949 | \$ 56,576 |
| 10 | \$ 52,771 | \$ 54,759 | \$ 57,426 |
| 11 | \$ 53,563 | \$ 55,580 | \$ 58,285 |
| 12 | \$ 54,367 | \$ 56,413 | \$ 59,159 |
| 13 | \$ 55,182 | \$ 57,260 | \$ 60,046 |
| 14 | \$ 56,010 | \$ 58,118 | \$ 60,947 |
| 15 | \$ 56,850 | \$ 58,990 | \$ 61,861 |
| 16 | \$ 57,703 | \$ 59,875 | \$ 62,789 |
| Inspector | \$ 59,434 | \$ 61,671 | \$ 64,673 |

NOTE: Inspector pay is 3% higher than highest step.

| STEP | January 1, 2020 | | |
|-----------|-----------------|-----------|-----------|
| | EMT | AEMT | EMT-P |
| 1 | \$ 44,390 | \$ 46,244 | \$ 48,584 |
| 2 | \$ 46,540 | \$ 48,392 | \$ 50,798 |
| 3 | \$ 47,792 | \$ 49,646 | \$ 52,090 |
| 4 | \$ 49,227 | \$ 51,080 | \$ 53,567 |
| 5 | \$ 49,964 | \$ 51,846 | \$ 54,371 |
| 6 | \$ 50,715 | \$ 52,624 | \$ 55,186 |
| 7 | \$ 51,475 | \$ 53,413 | \$ 56,016 |
| 8 | \$ 52,246 | \$ 54,215 | \$ 56,855 |
| 9 | \$ 53,029 | \$ 55,028 | \$ 57,708 |
| 10 | \$ 53,826 | \$ 55,854 | \$ 58,574 |
| 11 | \$ 54,635 | \$ 56,691 | \$ 59,451 |
| 12 | \$ 55,454 | \$ 57,542 | \$ 60,342 |
| 13 | \$ 56,286 | \$ 58,405 | \$ 61,247 |
| 14 | \$ 57,130 | \$ 59,281 | \$ 62,166 |
| 15 | \$ 57,987 | \$ 60,170 | \$ 63,099 |
| 16 | \$ 58,857 | \$ 61,073 | \$ 64,045 |
| 17 | \$ 59,740 | \$ 61,989 | \$ 65,006 |
| Inspector | \$ 61,532 | \$ 63,848 | \$ 66,956 |

NOTE: Inspector pay is 3% higher than highest step.

ARTICLE 45

SEPARABILITY

This Agreement represents the entire Agreement between the parties and no amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless mutually agreed upon and executed in writing by such parties. If any provisions of this Agreement or application of the Agreement to any employees or group of employees, covered by this Agreement is found contrary to law; then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; and application thereof shall continue in full force and effect.

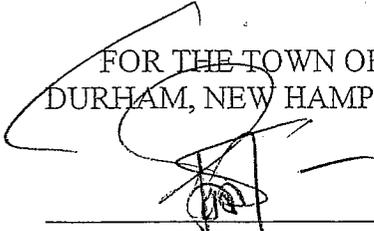
ARTICLE 46
DURATION OF THE AGREEMENT

This Agreement shall take effect January 1, 2016 and it shall remain in effect and full force until December 31, 2020. Should a successor Agreement not be executed by December 31, 2020, this Agreement shall remain in full force and effect until a successor Agreement is executed. It is expressly understood that wages contained in this Agreement shall commence January 1, 2016.

ARTICLE 47
SIGNATURE PAGE

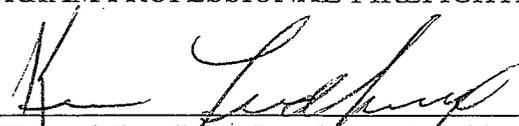
IN WITNESS WHEREOF, the Parties hereby by their authorized representatives have executed this contract on this 12TH day of FEBRUARY, 2016.

FOR THE TOWN OF
DURHAM, NEW HAMPSHIRE



Todd Selig, Town Administrator

FOR LOCAL 2253 IAFF/AFL-CIO
DURHAM PROFESSIONAL FIREFIGHTERS



Kenneth Lundberg, Local 2253 President
and Negotiating Team Member



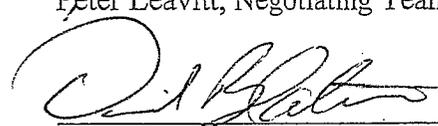
Andrew Brenner, Negotiating Team
Member



R. Scott Campbell, Negotiating Team Member



Peter Leavitt, Negotiating Team Member



David Blatchford, Negotiating Team Member