

AGREEMENT BETWEEN THE  
TOWN OF SALEM, NEW HAMPSHIRE



AND THE  
PROFESSIONAL FIREFIGHTERS OF SALEM  
IAFF LOCAL 2892

April 1, 2018 to



March 31, 2023

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## ARTICLE 1 - AGREEMENT

This Agreement between the Town of Salem, New Hampshire (hereinafter called the "Town") and the Professional Firefighters of Salem, Local 2892, International Association of Firefighters (hereinafter called the "Union") is made and entered on this 1st day of April, 2018.

## ARTICLE 2 – PURPOSE

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

## ARTICLE 3 - RECOGNITION

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

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

- Firefighters
- Lieutenants
- Firefighter/Paramedic
- Captains
- Dispatchers
- Part-time Dispatchers
- Communications Supervisor
- Fire Inspector
- Part-time Fire Inspector
- Fire Mechanic
- Assistant Fire Mechanic
- Personal Safety & Equipment Technician
- Lieutenant/Paramedic
- Training Officer
- Battalion Chief
- EMS Coordinator
- Director of EMS

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



## ARTICLE 4 - EXCLUSIONS

1. The agreement excludes the ranks of:
  - Fire Chief
  - Assistant Fire Chief
  - Deputy Fire Chief
  - Fire Marshal
  - Building Inspectors
  - Health Officer
  - Clerical Positions
2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
3. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

## ARTICLE 5 - NON-DISCRIMINATION

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



## ARTICLE 6 - MANAGEMENT RIGHTS

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

## ARTICLE 7 - UNION BUSINESS

1. The union officers and representatives are as follows:

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



## ARTICLE 8 - NO STRIKE

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

## ARTICLE 9 - CONSULTATION CLAUSE

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





## ARTICLE 10 - DISCIPLINE AND TERMINATION FOR CAUSE

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

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

2. Proper reasonable cause shall include, but shall not be limited to the following on duty behavior: demonstrated incompetence based on the duties and responsibilities outlined in recognized position description; recurring absence without leave; insubordination; falsification of reports; conduct unbecoming an employee.
3. VERBAL WARNING: A verbal warning will be issued within ten (10) days of a supervisor's knowledge of the event(s) on which the warning was based. The supervisor will advise the employee of the cause of the warning and will offer remedial suggestions.
4. WRITTEN WARNING: A written warning will be issued to the employee by the Chief, or his designee, within ten (10) days of any Administrative Hearing. The warning will include the nature of the offense and remedial suggestions. Copies of the warning will be forwarded to the Union president and the employee's personnel file. Upon the request of the employee, the warning will be removed from the employee's file if the offense does not recur within eighteen (18) months from the date of the warning.
5. SUSPENSION: The Chief will recommend suspension to the Town Manager within ten (10) days of any Administrative Hearing. The recommendation will state the reason for the action and will include remedial suggestions. Copies of the recommendation will be forwarded to the employee, the Union President and the employee's personnel file. The Town manager will conduct an Administrative Hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.
6. TERMINATION: The Chief will recommend termination to the Town Manager within ten (10) days of any Administrative Hearing. Copies of the recommendation will be forwarded to the employee, the Union president and the employee's personnel file. The Town Manager will conduct an Administrative hearing on the matter within ten (10) days of receipt of the recommendation and will render a written decision to the employee within ten (10) days of the hearing. Copies of the decision will be forwarded to the Union president and the employee's personnel file.

7. The employee's personnel file referred to in this Article shall be the file maintained by the Town's Personnel Department. Employees and/or their authorized representatives shall have access to their files at any reasonable time.
8. All discipline and termination for proper reasonable cause is subject to the grievance procedure.
9. In cases where the discipline assessed is less than the discipline recommended, the employee's personnel file will only contain a record of the final decision.
10. For the purpose of this Article, days shall be defined as calendar days.
11. The limits in this Article may be extended by mutual agreement.
12. Prior to initiating the actions outlined in Sections 4, 5, and 6 of this Article, the Chief will contact the employee and/or his/her representative within 10 days of knowledge of the event to schedule an Administrative Hearing. The Administrative Hearing will be scheduled as soon as possible at a mutually agreeable time not to exceed 30 days from knowledge of the offense.
13. At all Administrative Hearings the employee and/or his representative shall be present, and all evidence used as a basis of the Chief's recommendation, or the Town Manager's decision, shall be presented.

The employee and/or his representative shall have ample opportunity to examine/cross examine all individuals presenting evidence against the employee; and the employee shall be permitted the opportunity to present evidence in his/her defense. The Town agrees to make available all Town employees who may be called as witnesses for either party, and to provide a stenographic record, if requested, of all such Administrative Hearings. The town is not required to compensate employees called as a witness by the employee(s) or the Union.

14. Employees shall be accompanied by a Union official at any step in this Proceeding, unless the employee declines, in writing, Union representation.
15. All discipline issued under this Article shall be consistent with "past practice."

## ARTICLE 11 – GRIEVANCE PROCEDURE

### 1. Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement.

Note: An employee who has a “complaint” must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within ten (10) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

### 2. Procedure

#### STEP ONE

An employee desiring to process a grievance must file a written statement of the grievance to the Fire Chief no later than ten (10) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Chief shall meet with the employee within ten (10) days following receipt of the notice and shall give a written decision within ten (10) days thereafter.

#### STEP TWO

If the employee is not satisfied with the decision of the Chief, he/she may file, within ten (10) days following the Chief's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Manager shall meet with the employee and shall issue a written decision on the matter within ten (10) days thereafter.

#### STEP THREE

If the employee is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) days following the receipt of the decision of the Town Manager a request for arbitrator to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of arbitration shall be borne by the losing party and the arbitrator shall designate the losing party in the decision.
4. The foregoing time limitations may be extended by mutual agreement of the parties.



5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town. Failure by the Town to abide by time limits, as set forth in these procedures, shall result in the grievance proceeding to the next step of the procedure.
6. The Grievant may be present at all proceedings relevant to his case. In the event of an emergency the Grievant shall have the right to use the Fire Department Intercommunications System to contact any member of the Union Grievance Committee.
7. The Union Grievance Committee shall be allowed access at all reasonable times to town property and records relevant for the purpose of investigating a Grievance. Said access shall be both reasonable and legally permissible.
8. The Town of Salem shall not discipline or discharge employees who come under this agreement except for proper cause as set forth in Article 10. Any dispute or controversy arising out of such discipline or discharge shall be subject to the provisions of this Article.

## **ARTICLE 12 - POLITICAL ACTIVITY**

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

## ARTICLE 13 - HEALTH AND SAFETY

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

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

1. All line personnel shall work an average of forty-two (42) hours per week in accordance with the schedule set out as Appendix B.
2. Dispatchers shall work eight (8) hour shifts on a four (4) consecutive days on, two (2) consecutive days off basis, as set out as Appendix C. This shall be effective April 1, 1985.
3. Fire Inspector and Fire Mechanic shall work 42 hours per week on a schedule as set by the Chief.
4. In situations in which the Town desires or determines a need to utilize personnel in excess of present on-duty strength (call-back and call-in), the Town agrees to compensation individuals at a rate of time and one-half (1-1/2) for a minimum of three (3) hours, or the time actually worked, whichever is greater, with the following exception listed below as 4a.
  - 4a. Personnel who arrive for call backs or call ins forty-five (45) minutes or more after any recall notification are only eligible for time actually worked at a rate of one-and-one-half (1-1/2) pay.
5. On duty personnel, once they have been assigned to their respective duty units, shall not leave the station except to answer emergency calls or as permitted by the Chief, or his designee.
6. All hours worked in excess of a regular daily schedule shall be compensated for at one and one-half (1½) times the employee's regular hourly rate of pay.
7. In all situations in which an employee is held over beyond his/her regular shift, the employee shall be compensated as follows:

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



## ARTICLE 15 - PAY INCREASE

Note: Part time positions will receive \$0.50 per hour less than their full time equivalent. The Mechanic that is in the position as of 4/1/18 will receive a wage adjustment of 1.5% in 2020, 1.5% in 2021, and 2% in 2022. The part-time Fire Inspector that is in the position as of 4/1/18 will be placed in this wage schedule as a part-time Fire Inspector year 6 employee beginning April 1, 2021. These are the only authorized deviations from this wage schedule.

2018							
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Dispatcher	38,434	40,356	41,567	42,814	44,098	45,421	46,784
Communications Supervisor	51,117	54,184	57,435	59,158	60,933	62,761	64,644
Assistant Fire Mechanic	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Fire Mechanic	66,609	69,273	71,351	73,492	75,697	77,968	
Firefighter	46,500	49,290	52,247	53,814	55,428	57,091	58,804
Firefighter/Paramedic	49,200	52,152	55,281	58,598	60,356	62,167	64,032
Lieutenant/Fire Inspector	61,744	63,597	65,505	67,470	68,819	70,195	
Lieutenant/Paramedic	64,831	66,777	68,780	70,844	72,260	73,705	
EMS Coordinator	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Personal Safety and Equipment Technician	49,290	52,247	55,382	57,043	58,754	60,517	62,333
Captain/Training Officer	66,609	69,273	71,351	73,492	75,697	77,968	
Battalion Chief	71,809	76,118	77,640	79,193	80,777	82,393	84,041
Director of EMS	77,554	79,881	82,277	84,745	87,287	89,033	90,814
2019							
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Dispatcher	38,434	40,356	41,567	42,814	44,098	45,421	46,784
Communications Supervisor	51,117	54,184	57,435	59,158	60,933	62,761	64,644
Assistant Fire Mechanic	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Fire Mechanic	66,609	69,273	71,351	73,492	75,697	77,968	
Firefighter	46,500	49,290	52,247	53,814	55,428	57,091	58,804
Firefighter/Paramedic	49,200	52,152	55,281	58,598	60,356	62,167	64,032
Lieutenant/Fire Inspector	61,744	63,597	65,505	67,470	68,819	70,195	
Lieutenant/Paramedic	64,831	66,777	68,780	70,844	72,260	73,705	
EMS Coordinator	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Personal Safety and Equipment Technician	49,290	52,247	55,382	57,043	58,754	60,517	62,333
Captain/Training Officer	66,609	69,273	71,351	73,492	75,697	77,968	
Battalion Chief	71,809	76,118	77,640	79,193	80,777	82,393	84,041
Director of EMS	77,554	79,881	82,277	84,745	87,287	89,033	90,814




## 2020

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Dispatcher	38,434	40,356	41,567	42,814	44,098	45,421	46,784
Communications Supervisor	51,117	54,184	57,435	59,158	60,933	62,761	64,644
Assistant Fire Mechanic	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Fire Mechanic	66,609	69,273	71,351	73,492	75,697	77,968	
Firefighter	46,500	49,290	52,247	53,814	55,428	57,091	58,804
Firefighter/Paramedic	49,200	52,152	55,281	58,598	60,356	62,167	64,032
Lieutenant/Fire Inspector	61,744	63,597	65,505	67,470	68,819	70,195	
Lieutenant/Paramedic	64,831	66,777	68,780	70,844	72,260	73,705	
EMS Coordinator	52,152	55,281	58,598	62,114	63,977	65,897	67,874
Personal Safety and Equipment Technician	49,290	52,247	55,382	57,043	58,754	60,517	62,333
Captain/Training Officer	66,609	69,273	71,351	73,492	75,697	77,968	
Battalion Chief	71,809	76,118	77,640	79,193	80,777	82,393	84,041
Director of EMS	77,554	79,881	82,277	84,745	87,287	89,033	90,814

## 2021

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Dispatcher	39,011	40,961	42,191	43,456	44,759	46,102	47,486
Communications Supervisor	51,884	54,997	58,297	60,045	61,847	63,702	65,614
Assistant Fire Mechanic	52,934	56,110	59,477	63,046	64,937	66,885	68,892
Fire Mechanic	67,608	70,312	72,421	74,594	76,832	79,138	
Firefighter	47,198	50,029	53,031	54,621	56,259	57,947	59,686
Firefighter/Paramedic	49,938	52,934	56,110	59,477	61,261	63,100	64,992
Lieutenant/Fire Inspector	62,670	64,551	66,488	68,482	69,851	71,248	
Lieutenant/Paramedic	65,803	67,779	69,812	71,907	73,344	74,811	
EMS Coordinator	52,934	56,110	59,477	63,046	64,937	66,885	68,892
Personal Safety and Equipment Technician	50,029	53,031	56,213	57,899	59,635	61,425	63,268
Captain/Training Officer	67,608	70,312	72,421	74,594	76,832	79,138	
Battalion Chief	72,886	77,260	78,805	80,381	81,989	83,629	85,302
Director of EMS	78,717	81,079	83,511	86,016	88,596	90,368	92,176

## 2022

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Dispatcher	39,791	41,780	43,035	44,325	45,654	47,024	48,436
Communications Supervisor	52,922	56,097	59,463	61,246	63,084	64,976	66,926
Assistant Fire Mechanic	53,993	57,232	60,667	64,307	66,236	68,223	70,270
Fire Mechanic	68,960	71,718	73,869	76,086	78,369	80,721	
Firefighter	48,142	51,030	54,092	55,713	57,384	59,106	60,880
Firefighter/Paramedic	50,937	53,993	57,232	60,667	62,486	64,362	66,292
Lieutenant/Fire Inspector	63,923	65,842	67,818	69,852	71,248	72,673	
Lieutenant/Paramedic	67,119	69,135	71,208	73,345	74,811	76,307	
EMS Coordinator	53,993	57,232	60,667	64,307	66,236	68,223	70,270
Personal Safety and Equipment Technician	51,030	54,092	57,337	59,057	60,828	62,654	64,533
Captain/Training Officer	68,960	71,718	73,869	76,086	78,369	80,721	
Battalion Chief	74,344	78,805	80,381	81,989	83,629	85,302	87,008
Director of EMS	80,291	82,701	85,181	87,736	90,368	92,175	94,020



## ARTICLE 16 - OVERTIME PROCEDURE

1. The assignment and distribution of overtime for members of the Unit shall be made in accordance with the methods set out as in this article. Overtime shall be of two types, "Unscheduled Extras" which shall be emergency type replacements being filled before 8:00 a.m. the day of the shift for a day shift or 6:00 p.m. for a night shift the night of the shift, and "Scheduled Extras" which shall be replacement for members taking vacations, holidays, or other scheduled days off. Separate lists of personnel shall be compiled for each of the two types of overtime. All Scheduled and Unscheduled extras shall be allocated in the following manner:
2. Day Shift (10) - All overtime to be performed during any daytime shift (8:00 a.m. to 6:00 p.m.) shall be assigned to members on a constantly rotating basis according to job classification (Battalion Chiefs, Lieutenants/Captains, Firefighters).
3. Night Shift (14) - All overtime to be performed during any night time shift (6:00 p.m. to 8:00 a.m.) shall be assigned to members on a constantly rotating basis according to job classification (Battalion Chiefs, Lieutenants/Captains, Firefighters).
4. Distribution - Overtime opportunities shall be offered to the individual whose name is at the top of the appropriate list (according to job classification), and shall be offered in order of the next available shift. After being offered, subject to certain limited exceptions (byes), the overtime shall be considered as overtime actually worked. Once the overtime has been offered, whether it has been accepted or refused (it must be accepted or refused when offered), the name shall move to the bottom of the list. If an individual is called for overtime in advance and cannot be reached he/she will remain on top of the list until contacted or until a priority shift becomes available (next available shift). If an individual is not home (between 4:00 p.m. and 6:00p.m.) when called for a night shift that night or not home (between 7:00 a.m. and 8:00 a.m.) when called for a day shift that day, he/she will be marked UC "unable to contact" and moved to the bottom of the list. If it becomes necessary to fill a 10 after 8:00 a.m. or a 14 after 6:00 p.m. Then the emergency staffing procedure shall be used (SOG 208, established date April 1, 1996). All prior refusals shall stand and the member who takes the shift shall be charged on the appropriate list. Individuals will not be eligible for overtime on the shift immediately following a sick shift and will move to the bottom of the list. Overtime shall be filled as soon as possible, but should not interfere with daily operations of the department.
5. Procedure for Callers - Individuals doing the calling for unscheduled extras will do so in the following manner:
  - A. Individual filling out the overtime slip will sign his name to the bottom and do the appropriate paperwork.
  - B. Individual filling the extra will also sign his name to the bottom of the overtime slip
  - C. Only the Unit members may accept the overtime shift unless arrangements have been made through the duty officer.



6. Exceptions (Byes) - Under the following circumstances individuals will not be charged refusals and will stay at the top of the overtime list.
- A. TOUR OFF - Unit members may receive a bye for the actual week (72 hours), and for five days before and for five days after. This holds true for any combination of vacation days, holidays, personal days, bereavement days, military days, or training days that make up four consecutive shifts off during the same tour. No byes will be granted for any shifts already passed or offered before leave is requested.
  - B. SINGULAR DAY (vacation, holiday, personal day) - Unit members may receive a bye for actual shift, for the shift before and the shift after.
  - C. SWAPS - Unit members may receive a bye for the actual shift. This covers both the individual working and the individual who swapped.
  - D. WORKING 48 HOURS - Unit members may receive a bye if working four shifts within a 48 hour time period. If a member puts himself into a 48 hour shift (or any other covered under this bye) he cannot elect to receive the bye for shifts already scheduled or accepted.
  - E. UNION ACTIVITY - Unit members may receive a bye for any shifts offered while engaging in certain union activities as established by past practice.
  - F. SCHOOL - Unit members may receive a bye for any shifts offered while attending any approved training session or classes that are fire service, emergency medical services, management, or labor related. Members may receive a bye for the shifts before and/or after to allow for reasonable travel time if required and pre-approved via the training request form.
  - G. ACCIDENT ON DUTY - Unit members may receive byes for all shifts missed while out AOD.
  - H. BEREAVEMENT - Unit members may receive a bye similar to that of vacations.
  - I. ALARM ROOM OVERTIME - Unit members may receive a bye if offered a 12-8 shift and is scheduled to work the next day or working a 12-8 shift and offered a day shift the next morning.
  - J. NATIONAL FIRE ACADEMY - Unit members attending one or two week resident courses may receive a bye up to but not including the Monday day shift following course completion.
  - K. DISPATCHERS - May receive byes if working or will be working more than two (2) consecutive shifts.
  - L. Three (3) Extras in a Week - Unit members may receive a bye if they have worked (or lost) three (3) or more extras in a week.



- M. If a member elects to receive a bye but then refuses a shift that entitled him to the bye, he then gets a refusal for the shift that he received the bye for.
- N. If a member takes the last two (2) shifts of a tour of duty and the first two (2) shifts of the following tour of duty for a total of four (4) consecutive shifts off, that member shall receive a bye for any overtime offered during the scheduled five (5) days off between these tours.
- O. BYES FOR EXTENDED SICK LEAVE – A unit member who is out for more than four consecutive shifts of sick time shall be given byes for overtime that occur commencing with the first sick shift until the unit member returns to work full time.
7. Dispatchers - Overtime for dispatchers shall be distributed equitably to Fire Dispatchers first, on a rotating basis, similar to the method as set out above. If no dispatcher is available for overtime service, then the overtime shall be offered to a separate list of qualified unit members who voluntarily agreed to accept overtime in this capacity. The overtime shall be allocated to the qualified unit members in a manner similar to that as set out above.
8. Failure to Report for Duty - If an employee is unable to report for duty on time for the start of his shift he must notify his immediate officer stating the reason why before start of shift. The officer will then try to secure a standby for this employee. If, at no cost to the Town, a standby cannot be secured he will then hire a person at the provided call back rates. The employee who is being replaced will be assessed dollar-for-dollar the cost incurred for this replacement and the amount will be deducted from his next salary check.
9. If an employee has not notified his immediate officer before the start of his shift a replacement will be assigned and all cost, dollar-for-dollar, will be deducted from the late employee's next salary check. Also, it is the late employee's responsibility to notify his officer within one hour after start of said shift stating the reason why he has not reported on time.
10. If an employee fails to notify his immediate officer after the one hour as provided in Section 9, and does not show just cause, he will be considered A.W.O.L., and will be subject to disciplinary action demonstrated by past practice.
11. The Chief, or his designee, will determine if reasons are acceptable through a consultation process with the employee. If the Chief finds the reason unacceptable the employee will face disciplinary action to concur with policy described in Section 9.

For clarification on filling overtime please see the appendix D labeled Explanatory Text which is hereby incorporated by reference as if fully set forth herein.



## ARTICLE 17 - PLUS RATES

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

## ARTICLE 18 - COURT TIME

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

## ARTICLE 19 - ACADEMIC REIMBURSEMENT

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

## ARTICLE 20 – Private Fire Duty And Non-Emergency Callbacks

1. Whenever any private person or organization is required or shall seek the service of the off-duty employees of the Fire Department for fire duty or if the Department needs to staff members on non-emergency callback, such work shall be rotated by the Chief, or his designee, among those employees who volunteer for such work during their off-duty hours.
2. Whenever any employee works such an assignment, his/her name shall be placed on the bottom of the fire duty rotating roster.
3. The rate of pay for off-duty fire duty shall be one and one-half (1½) times the employee's base hourly rate with a minimum of four (4) hours. The rate of pay for Non-Emergency Callbacks shall be one and one-half (1½) times the employee's base hourly rate with a minimum of three (3) hours.
4. In addition to the pay rates established in Section 3 of this Article, the Town's billing shall include but not be limited to the following when billing vendors:
  - A. N.H. State Retirement System - Current Rates
  - B. Worker's Compensation - Current Rates

5. Procedure for filling Details and Non-Emergency Callbacks.
- A. Once a Detail or Non-Emergency Callback ("NECB") is posted it should be filled as soon as it is visible on the Scheduled Attendance Roster. Filling a detail or NECB shift should not interfere with daily department operations.
  - B. A page will be sent out to the appropriate group based on rank specified by the Detail or Non-Emergency Callback form. i.e. Officer, Firefighter, or Any Member.
  - C. Members will have 30 minutes to respond to the page by calling in.
  - D. The officer who is filling the Detail or Non-Emergency Callback will make a list of members who call in on the Detail or Non-Emergency Callback slip.
  - E. After the 30 minutes has elapsed and the list is compiled, the officer will compare the list of members to the Detail/Non-Emergency Callback list and the member who is on the top will be given the shift and marked in the book. If the member who was charged on the list for the shift later refuses the shift, that shift will be erased (uncharged) from the list. In the event that only one member calls in for the Detail or Non-Emergency Callback that member will be given the shift but not charged on the list. This is a 1:1 ratio so it would also hold true if two members are requested and two members call in neither member shall be charged. So long as no more than the required amount of members call in no member shall be charged.
  - F. Once the Officer filling the detail determines who will get the Detail or Non-Emergency Callback they shall call the member and let them know they have the shift. The Officer must speak to the member. After the member has been informed they have the shift the officer will send a page stating that the detail was filled.
  - G. In the event that the member who took the Detail or Non-Emergency Callback later refuses it, the existing list on the back of the Detail or Non-Emergency Callback slip will be used to fill it. If all members on the original list refuse it, it will be paged out again.
  - H. If no members respond to the first page it will be paged out a second time using the same process as above. If no member of the requested rank responds to the second page, a third page will be sent out offering it to any rank using the above procedure. If no member responds to the third page it will continue to be paged until it is filled or it is determined that it will not be possible to fill it, at which point the Shift Commander and/or Administration shall be consulted for further guidance. i.e. sending on duty staff or cancelling it.
  - I. The Callback/Detail list shall be reset on January 1<sup>st</sup> every year.

This process shall only be used for private fire duty and callbacks that are being filled 2 hours prior to the start time. Any private fire duty or non-emergency callback being filled less than 2 hours before the start time shall be filled using the emergency staffing procedure (SOG 208, established date April 1, 1996).



For clarification on filling private fire duty and non-emergency callbacks please see the appendix D labeled Explanatory Text which is hereby incorporated by reference as if fully set forth herein.

## ARTICLE 21 – LONGEVITY

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

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

**Effective January 1, 2018, longevity payments will be made only to those members who have 20 years of service as of December 31, 2017 and the payment will remain the same amount that was paid in 2017.**

## ARTICLE 22 - UNIFORM ALLOWANCE

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

Effective April 1, 2018:

Battalion Chiefs	\$725.00/per year
Firefighters & Paramedics	\$725.00/per year
Company officers & Inspectors	\$725.00/per year
Dispatchers	\$725.00/per year
Part-time Dispatchers & Part-time Inspectors	\$150.00/per year

## ARTICLE 23 - LEVELS OF PROFICIENCY

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

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

- A. Career Firefighter - The Town recognizes the effort expended by employees in acquiring Career Firefighter designation. All employees who acquire this



designation and are certified biennially shall receive a payment of 2% of their annual base salary on July 1 of each year.

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

- B. Firefighter II - Upon successful completion of this certification process for Firefighter II designation, an employee will receive an incentive payment of 3% of his base salary on or before July 1 of each year, which shall be made annually unless the employee fails a biennial recertification examination. Those individuals who are unsuccessful in being recertified will be given the opportunity to take a second test no later than December 1 of the year in question. Successful completion of that examination will be deemed recertification for the July 1 payment.
- C. Firefighter III - Upon successful completion of the certification process of Firefighter III designation, the employee will receive an incentive payment of 4.5% of his base salary on or before July 1. This payment will be made annually unless the employee fails a biennial recertification examination. Should the employee fail said examination he will be given an opportunity to take a second recertification examination before December 1 of the year in question. Passing same he shall be considered to be certified or recertified for the entire year for the purpose of the July 1 payment.

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

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

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

5. Employees who are certified and can practice as EMT Intermediates providing Intravenous Therapy will be paid 2.5% of their base salary on or before July 1.

6. Employees who receive Cardiac Defibrillation certification will be paid 1.5% of their base salary on or before July 1.

7. Dispatchers who receive a Certified Public Safety Dispatcher certificate will be paid 2% of his/her base salary on or before July 1.

8. Dispatchers hired after April 1, 1988 will be eligible for only the following levels of proficiency: (1) EMT and (2) Certified Public Safety Dispatcher.

9. Employees who attain certifications during a calendar year shall have payments for those certifications prorated as follows:

A. If an employee becomes certified between January 1 and March 31, the member





shall receive the entire incentive payment.

- B. If certification is attained between April 1 and June 30, the employee shall receive three fourths ( $\frac{3}{4}$ ) of the payment.
- C. If certification is attained between July 1 and September 30, the employee shall receive one half ( $\frac{1}{2}$ ) of the payment.
- D. If certification is attained between October 1 and December 1, the employee shall receive one fourth ( $\frac{1}{4}$ ) of the payment.
- E. If certification is attained between December 2 and December 31, the employee shall receive no payment.

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

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

## ARTICLE 24 - LIFE INSURANCE

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

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



## ARTICLE 25 - EXTENDED INSURANCE BENEFITS

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

The Town shall offer each employee two health plans, including but not limited to the following currently known as: Cigna Open Access Plus In-Network \$15 Co-pay, and a Health Savings Account Plan.

The Town agrees that the current level of benefits shall be maintained at the same or greater level as those benefits defined in the previous collective bargaining agreement dated April 1, 2015 to March 31, 2017; further the Town agrees that all preexisting conditions shall continue to be covered in accordance with the Affordable Care Act, either by contract or by the Town assuming such responsibility.

1. The Town agrees to pay the following percentage of health insurance premiums based upon the plan selected and the employees shall pay the remainder of such cost, effective April 1, 2017, if this CBA is approved:

Cigna Open Access Plus In-Network \$15 Co-pay Plan	95%	5%
Cigna Health Savings Account Plan*	91%	9%

### HSA Plan Details

The HSA Plan includes a Town contribution to a Health Savings Account for employee enrollees as follows:

Single Plan:	\$1875.00/annually on effective date of plan
2-Person Plan:	\$3750.00/annually on effective date of plan
Family Plan	\$3750.00/annually on effective date of plan

Employees who become eligible for the health plan during the calendar year will receive the full HSA contribution from the Town and will be responsible for the full deductible unless the Town cannot make a full contribution due to IRS regulations. In that case, employees may enroll in the HMO15 or accept a reduced contribution, with the balance of the contribution being made on the following January 1.

The HSA accounts will be established in accordance with IRS regulations at a bank of the Town's choosing. HSA funds belong to the employee, are for the sole use of the employee and employee's eligible dependents, and are retained by the employee upon separation from employment.



Retirees opting for the HSA plan will not receive an HSA contribution from the Town, but are free to establish an HSA independently.

2. Opt-Out Stipend

Employees who choose not to enroll in the health care plan upon open enrollment, and who provide written proof of health care coverage outside the Town's plan, will be paid a disenrollment incentive of \$4,000.00 per year, paid weekly (and not considered in the calculation of overtime rates), for as long as they do not participate in the Town's plan. Such employees may re-enroll in the Town's plan during open enrollment period.

Employees will not receive the stipend until the Town has received proof of alternative coverage. The stipend will not be paid in arrears.

3. Members of the Union who retire because of duty-connected injury, or widows-widowers and dependents of members of the Union killed on duty, may remain members of the plan; and the Town will pay the full premium of the plan. Members of the bargaining unit who are employed as of December 31, 2017, and who subsequently retire from employment as the result of a duty-connected injury, may continue to participate in the health insurance plans available to active bargaining unit employees.

Retirees who are eligible for the HSA plan shall be enrolled in that plan, with the Town paying 100% of the plan premium and deductible.

Retirees who are ineligible for the HSA shall be enrolled in the HMO15 plan. Retirees on the HMO15 will be responsible for plan co-pays, coinsurance and deductibles.

Retirees who are eligible for the HSA plan, but for whom the HSA plan is, due to extenuating circumstance, impractical or unreasonable, may seek a waiver from the Human Resources Department. Examples of circumstances justifying a waiver may include joining the plan in mid-year, upcoming Medicare enrollment, or an inability to manage the HSA bank account. Requests for waivers must be received 1) within 14 days of retiree insurance benefit availability or 2) during open enrollment in subsequent years. The Human Resources Department's decision on a waiver is final. Employees denied a waiver may elect the HMO15 if they agree to pay the difference in cost between the two plans, if the HMO15 is the more expensive plan at that time.

The Town shall pay 100% of the premium for the level of coverage (family, two person, single) that the employee had last elected prior to the disability retirement, or a lesser plan or lower level of coverage if selected by the employee. Once an employee elects a lower level of coverage (for example, changing from family to two person coverage), the retired employee may not subsequently elect a higher level of coverage. This coverage shall remain in effect for the life of the retiree and the retiree's spouse, if any, as of the date of retirement.

Employees hired on or after January 1, 2018 who retire from employment as the result of a duty-connected injury, may continue to participate in the health insurance plans available to active bargaining unit employees. The Town shall pay 100 percent of the



premium for the plan and level of coverage (family, two person, single) that the employee had last elected prior to the disability retirement, or a lesser plan or lower level of coverage if selected by the employee. Once an employee elects a lower level of coverage (for example, changing from family to two person coverage), the retired employee may not subsequently elect a higher level of coverage. This coverage shall remain in effect for the life of the retiree. After the retiree's death, the surviving spouse may remain on the insurance coverage, at Town expense, for a period of six (6) months or until the spouse remarries and elects coverage under a spouse's plan, whichever time is less. An extension of coverage may be granted at the Town's sole discretion. A new spouse after the date of retirement shall not be eligible for this coverage. After the Town ceases paying for coverage, continued coverage may be available under COBRA at the spouse's expense.

For any bargaining unit member who dies in the line of duty, regardless of date of hire, the Town shall provide health insurance coverage to the employee's widow/widower and dependent children. The Town shall pay 100 percent of the premium for the plan and level of coverage (family, two person, single) that the deceased employee had last elected or a lesser plan or lower level of coverage if selected by the widow/widower. Once a widow or widower elects a lower level of coverage (for example, changing from family to two person coverage), the widow/widower may not subsequently elect a higher level of coverage. This widow/widower benefit shall cease upon his or her remarriage and election of coverage under a spouse's health plan; otherwise, it shall remain in effect for the life of the widow/widower.

For purposes of this section, it is agreed that if an employee is diagnosed with any form of cancer it shall be presumed to be a duty-connected injury. If the retired employee subsequently dies of cancer or complications thereof, it shall be treated as a line of duty death.

4. Members of the Union who have retired may remain members of the Town's health plan but must pay the entire cost of the premium themselves. These members may select the HSA or HMO15 plans. The Town does not make an HSA deposit for these members.
5. The Town agrees to allow the Union to meet with new employees prior to them enrolling in any benefits covered under this article to explain those benefits available to them.

#### Dental Plan Coverage

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

The Town will pay for the entire single person plan premium and one-half (1/2) of the difference between either the two person plan or family plan and the single person plan. The employee is responsible for paying the remainder of any premium.

#### **FLEXIBLE SPENDING AND DEPENDENT CARE ACCOUNTS**

The Town of Salem, NH will offer to employees working at least 30 hours per week (i.e. permanent, part-time) the opportunity to set up a Flexible Spending Account (FSA) and/or a



Dependent Care Account (DCA) as allowed under IRS Section 125. See Human Resources for details to enroll.

Employees enrolled in the HSA Health Plan are subject to limitations on enrollment in a health care FSA account.

## ARTICLE 26 - TREATMENT OF INJURED EMPLOYEES

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

## ARTICLE 27 - DEFENSE OF LAWSUITS

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

## ARTICLE 28 - TRAINING (OPPORTUNITIES)

1. Definition - Training opportunity shall mean training for employees covered under this Agreement which is job-related but does not include training which is a condition of continued employment. Opportunities shall be posted on the department bulletin board upon becoming available. A copy of the posting shall be supplied to the Union president. The posting shall describe the course, hours of attendance, minimum qualification, application procedure, number of openings available. The Town may provide shift coverage for employees attending a Certified Paramedic training course and or program.  
  
The Town may provide shift coverage or allow attendance in service for employees attending Paramedic recertification and continuing education training.
2. Duration of Posting - The duration of the posting period shall be dependent on the date when the notice of the training opportunity is received at the department and the commencement date of the course. Every reasonable effort will be made to post such notices for a minimum of three weeks.
3. Costs and Expenses - Employees covered under this agreement who are required to report for training outlined in Section 1 shall be paid their full salary for said periods and upon



submitting receipts, shall be reimbursed for all necessary and reasonable costs and expenses incurred.

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

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

## **ARTICLE 29 - RESIGNATION, LAYOFFS, AND RETIREMENT**

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



by certified mail return receipt, and the Unit member must respond in writing to the recall within four (4) weeks of receipt of Recall Notice. If a fire position becomes available, the Town agrees to recall laid-off members starting with the most senior Unit member.

- D. Should a laid off member of the Unit be rehired within eighteen (18) months of the layoff, he shall retain his seniority, and any rights which inure to it. For the purposes of this section the period of the time of the layoff shall not be considered for determining either departmental seniority or job classification seniority.
- F. Layoffs in a job classification shall occur to the members with the least job classification seniority first.
- G. A laid off individual shall receive the same payments as a resigning individual, except that he shall receive one-quarter ( $\frac{1}{4}$ ) of a week's pay for each sick time shift accumulated.

3. RETIREMENT – Members retiring from the Town of Salem shall be entitled to the following payments with thirty calendar days notice to the Town:

- A. Longevity – Full payment based upon the number of full years of service with the Town of Salem as scheduled to be paid on December 1.
- B. Sick Shift – One shift's pay for each shift accrued by the member on the retirement date (members hired prior to January 1, 1983 shall receive an additional fifteen (15) shifts). Shifts in the year of retirement will be pro-rated.
- C. Vacation Shifts – One shift's pay for each shift accrued by the member on the retirement date (members hired prior to January 1, 1983 shall receive an additional twenty-four (24) shifts). Shifts in the year of retirement will be pro-rated.
- D. Holiday Shifts – In the year of retirement no employee will be paid holiday pay.
- E. Severance Pay – In lieu of holiday shifts in the year of retirement, severance pay will be granted. Full-time employees will receive pay in the amount of 12 shifts less the number of holiday shifts used, if any.
- F. Levels of Proficiency – Full payment in the year of retirement based on certifications held at date of retirement.

## ARTICLE 30 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

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





## ARTICLE 31 - FIREARM AND EXPLOSIVE RESTRICTION

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

## ARTICLE 32 – SENIORITY

1. The Town and the Union agree that certain rights and privileges should accrue to employees who have served the Town for some length of time. Such rights and privileges should be in accordance with Departmental and Job Classification Seniority.

A. Departmental Seniority - Shall be defined as the total length of full-time employment with the department and shall be determined in the first instance by reference to the date of commencement of employment. From this total, any unpaid leave(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.

B. Job Classification Seniority - Shall be defined as the total length of full-time employment in a particular job classification, and shall be determined in the first instance by reference to the date of commencement of employment in that job classification. From this total, any unpaid leaves(s) of absence in excess of thirty (30) consecutive calendar days shall be subtracted.

2. Seniority Ranking

A. Should two (2) or more employees be appointed to their present job classification on the same date, the employee with the greater departmental seniority shall be deemed to have the greater job classification seniority.

B. Should two (2) or more employees have identical departmental seniority, then the employee with the greater job classification seniority shall be deemed to have the greater departmental seniority.

C. Should two (2) or more employees have identical departmental seniority, then seniority shall be determined by total Union involvement, based on the following schedule:

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

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

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

The Town will prepare departmental and job classification seniority lists on, or about, January 1. Lists will be posted on the department bulletin board with a copy forwarded to the Union President.

3. Seniority shall be applied as follows:

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

#### AMBULANCE ASSIGNMENTS

- 1. If the Town chooses to staff two (2) ambulances at central, the four (4) Firefighter/EMTs assigned shall be chosen from the five (5) Firefighter/EMTs with the least seniority at central. Firefighter Paramedics assigned to Medic 1 are not eligible for the inclusion in the pool of five (5) Firefighter/EMTs to choose from.
  - A. The officer responsible for duty assignments shall have the discretion to modify the above procedure under the following circumstances:
    - 1. If the least senior member(s) is/are working a multiple shift (have completed 24 hours or more duty);
    - 2. If the least senior member(s) is/are assigned to a different job function for bona fide training;



3. Extenuating circumstances that impact the proper performance of department operations.
- B. LAYOFFS - In the event of layoffs, members with the least department seniority will be laid off first. Part-time employees shall be laid off before full-time employees are considered for layoff, provided that the full-time employee considered for layoff can perform the functions the part-time employee will be vacating.

## **ARTICLE 33 - PROMOTIONAL TESTINGS**

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

7. Test Scoring - An applicant must attain at least a seventy percent (70%) score on the written examination in order to be eligible for the Oral Board, unless the test validators assign a different score.

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

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

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

9. Date of Testing - The tests will be given on or about March 1 of each year and the new eligibility list will be provided by May 1 of each year. Inspector's test shall be given on or about June 1 and the new eligibility list provided by August 1 of each year.

10. Validity of Eligibility List - The list shall be valid for one year or until the new list is drawn.

11. Oral Board - The Oral Board portion of the test will be given by three (3) to five (5) full-time fire officers all of whom will be employed by municipalities other than Salem. All of the fire officers sitting on the Oral Board will have a rank equal to or higher than that for which the test is being given. All individuals being interviewed by the Oral Board will be designated by number and only the Director of Personnel for the Town of Salem and the individuals being tested shall know what number they have been assigned. The interviewers will grade each candidate and make written comments which will be available to each candidate for their review.

12. Staff Evaluation - The staff evaluation portion of the testing process for the ranks of Inspector, Lieutenant and Captain shall be as follows:

A. Inspector - A committee made up of two (2) Lieutenants, two (2) Captains (one representative from each group), and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.

B. Lieutenant - A committee made up of two (2) Lieutenants or Captains, two (2) Battalion Chiefs (one representative from each group), including the Lieutenant who has been primarily responsible for the supervision of the candidate for the majority of the past twelve (12) months, and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.

C. Battalion Chief - A committee made up of all Battalion Chiefs, and the Chief and/or his designee. Each member of the Staff Evaluation Committee shall make written comments on each candidate and shall grade each candidate.



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

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

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

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

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

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

*RS*

*ASD*

## ARTICLE 34 - WORKERS' COMPENSATION BENEFIT

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

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



## ARTICLE 35 - SICK LEAVE

1. Except for Dispatchers, all members of the Unit shall be given an annual sick leave of 15 shifts. These shifts may be accumulated up to a total of 90 shifts.

Dispatchers shall be given an annual sick leave of 18 shifts. These shifts may be accumulated up to a total of 120 shifts.

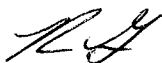
2. Any shifts in excess of 120 for Dispatchers, and 90 for other members of the Unit, which the employee does not donate to the Sick Bank, shall be bought back by the Town at the rate of one shift's pay for each shift redeemed. Payment for such sick days shall be made on or before March 1 or each year.
3. Members of the Unit who separate after ten (10) years of service, or due to service related disability, shall have their sick time redeemed by the Town at the rate of one shift's pay for each shift redeemed.
4. The Town and Union have set up a "sick leave bank" and the Rules and Regulation of same are attached to this contract and marked Appendix A.
5. If an employee uses a sick shift, the employee is not eligible to report for duty (Regular, OT, Callback, Swap, Etc.) for the shift following the use of a sick shift, unless approved by the Chief or his designee.
6. Optional Sick Time Sell Back:

Members who have reached the maximum of 90 earned sick shifts (120 sick shifts for dispatchers) may choose to sell back up to 18 days of time to the Town. Employees who sell time pursuant to this provision will have a new sick time maximum of 72 shifts (102 for dispatchers). Partial requests may be granted, and the new maximum will reflect the partial request. *Example: an employee may sell back 10 shifts and have a new maximum of 80 shifts.*

In order to sell time under this provision, the employee must seek approval from the Human Resources Department, which will secure approval from the Town Manager. The request will not be denied unless there are insufficient funds in the budget to grant the request or it is reasonably expected that the budget will be expended due to employee retirements during the year. The Town Manager may grant a request in part. In the event the request is denied or denied in part, the employee will be afforded the opportunity to renew the request in January of the following calendar year.

Requests made pursuant to this provision will be paid from the Town's employee separation funds.

7. Maximum Sick Time Accrual for employees hired on or after January 1, 2018: All union members hired on or after January 1, 2018 shall be able to accrue a maximum of 72 sick shifts with the exception of dispatchers who shall be able to accrue a maximum of 102 sick shifts.



## ARTICLE 36 - SWAP POLICY

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

## ARTICLE 37 - BEREAVEMENT

1. In case of death in an employee's immediate family, he shall be granted paid leave of absence within seven (7) days of death not to exceed four (4) work days. Immediate family is defined as spouse, child(ren) (including adopted or step), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, and grandchildren. A relative residing in the same household, may, for the purpose of this section, be considered as part of the immediate family.
2. The Chief or his designee may grant one (1) day of bereavement leave to an employee for the purpose of attending services of a person not covered in the language above.
3. Extensions of bereavement leave may be permitted by the Chief or his Designee upon request.





## ARTICLE 38 – VACATIONS

Employees shall be entitled to the following vacation schedule:

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

### Vacation Selection:

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

### Singular Vacation Days:

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

### Vacation Selection Changes:

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

### Determination of Vacation Period:

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

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

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

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

## ARTICLE 39 – HOLIDAYS

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



## ARTICLE 40 – MISCELLANEOUS

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

## ARTICLE 41 - DEDUCTION OF DUES

1. Deduction Right - The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.
2. Authorization of Deduction - A member may consent in writing to the authorization of the deduction of union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving at least 60 days notice in writing to the Town; at which time Paragraph 6 of this Article shall take effect. A copy of the dues revocation shall be forwarded to the Union.
3. Transmittal of Dues - The Town shall deduct dues from the pay of employee who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the Union, together with a list of employees whose dues are transmitted, provided that the Town is satisfied by such evidence as it may require, that the Treasurer of the Union has given the Union a bond, in a form approved by the Town for the faithful performance of his/her duties, in a sum with such surety or securities as are satisfactory to the Town. Said evidence shall be reasonable.
4. Fines and Assessments - The collection of fines and assessments is the sole responsibility of the Union. Such charges will not be deducted from the pay of employees.



5. Indemnity - The Union shall indemnify and save the Town harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.
6. Agency Fee - The Town shall require every member of the Bargaining Unit which chooses not to maintain membership in the Union, to make a monthly payment of agency service fees computed on the basis of the Union's dues structure, for the cost of collective bargaining and contract administration. Payment of such fee will be a condition of continued employment of the Fire Department of the Town of Salem. It is agreed that commencing April 1, 1981, said fee is determined to be 75% of the monthly dues of the members of the Bargaining Unit. The Town hereby agrees pursuant to Paragraph 2 above, to deduct said sum from the wages of members of the unit who have either withdrawn or declined to join the union, given written authorization as required.

### **ARTICLE 42 - AGENCY SHOP**

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

### **ARTICLE 43 – SEPARABILITY**

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

### **ARTICLE 44 - SURVIVAL BENEFITS**

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



## ARTICLE 45 – PARAMEDICS

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

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

4. If at any time a Firefighter is appointed Firefighter/Paramedic, the entry level for purposes of wages shall be at the step level the Firefighter currently holds as a Firefighter.
5. If at any time a Firefighter/Paramedic is promoted to Lieutenant, the entry level for the purposes of wages shall be Lieutenant, year one (1), as per Article 15.
6. Paragraph 2 and 3 refers to Firefighter/Paramedics and not Lieutenant/Paramedics.

## ARTICLE - 46

### ALCOHOL AND SUBSTANCE ABUSE EDUCATION, AWARENESS, TREATMENT AND PREVENTION PROGRAM

It is the Town of Salem's and Local 2892's intent to promote employee health and wellness and prevent accidents and injuries arising from the misuse of alcohol and drugs.

This Article is administered by the Town's Human Resources Department in cooperation with the Fire Department Chief and/or their designees.

Our goal is to establish a work environment that is free of the harmful effects of drugs and misuse of alcohol. It is our intent to protect the safety of the Town's employees and the public that we serve, and to prevent accidents that may involve drugs or alcohol.

The Town's focus will be on education, prevention, intervention and rehabilitation.



## Scope

This article applies to:

- All members of the Fire Department excluding civilian staff

This article requires testing for alcohol and/or drug use at the following times:

- Pre-employment
- Promotion
- Random Selection
- Reasonable cause (defined within)
- Return to work after 16 consecutive shifts of worker's compensation or sick leave
- Follow up as required after a positive test

### Return to work testing

Employees returning to work after 16 or more consecutive shifts of worker's compensation or sick leave shall submit to return to work drug and alcohol testing at a time mutually agreed upon by the Employee and the Department. 24-72 hours prior to the employee's first duty shift.

Employees who are being tested as part of a "Return to work" protocol shall be compensated for the actual testing time, or for a minimum of three (3) hours, whichever is greater.

If an employee tests positive during "Return to work" testing, rehabilitation may be offered in accordance with the Medical Resource Officer's recommendations. The employee will not be subject to discipline for a first positive test when returning to work, provided that the employee complies with the Medical Review Officer's recommendations. The employee's return to work will be delayed until 1) all rehabilitation and treatment requirements are met and 2) the employee provides a negative test.

Employees are advised that leave necessitated by a positive test may not be covered by worker's compensation. Employees will be entitled to use accrued time or take unpaid leave in accordance with the Town's existing FMLA, ADA and other leave policies.

Employees who test positive on a second return to work test shall be subject to discipline in accordance with Article 10.

### Self-Identification

Employees are encouraged to voluntarily self-identify that they may need help due to alcohol or drug use. Discipline will not be initiated when employees self-identify. Self-identifying employees will be referred to EAP for evaluation and, if necessary, rehabilitation.



Employees involved in rehabilitation will be accommodated if necessary. Accommodation may include: light duty, reduced work schedule, leave of absence or other modifications.

Self-identification must be voluntary. *It is not allowed after an employee is notified to report for a random test, or when an employee is notified of selection for a reasonable suspicion test.*

### Prohibited Conduct

No employee covered by this article shall:

- Refuse to submit to an alcohol or drug test administered within the guidelines of this article.
- Use, sell, purchase or have in his or her possession alcohol or illegal drugs causing impairment while engaged in work for the Town (employees may possess and use legally-prescribed prescription medication).
- Have a blood alcohol concentration of 0.02 percent or greater when engaged in work or reporting to work.
- Report to work within four hours of consuming alcohol.
- Perform any work duties while using any illegal or unlawfully prescribed legal drug or medication.
- Test positive for drugs as follows:

Initial Test Level (ng/ml) (ng/ml=nanogram per milliliter. A nanogram is one billionth of a gram).

Marijuana metabolites:	50
Cocaine metabolites:	300
Opiate metabolites:	2000
Phencyclidine (PCP):	25
Amphetamines:	1000

### Confirmatory Test Level (ng/ml)

Marijuana metabolites:	25
Cocaine metabolites:	150
Opiates:	
Morphine	2000
Codeine	2000
Oxycodone	2000
Hydrocodone	2000
6-Acetylmorphine	10
Phencyclidine:	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500



Consequences of Prohibited Conduct and Failure to Test

Employees who have engaged in prohibited conduct will not be permitted to perform any Fire Department Job functions

Employees with an alcohol concentration of .02 percent shall not be permitted to perform any job duties for a minimum of 24 hours from the time of testing. This leave shall be unpaid.

Employees who refuse to submit to testing will be subject to progressive discipline as outlined in Article 10 of the CBA.

Employees who attempt to interfere, alter, substitute, or in any way affect the outcome of the alcohol or drug testing procedure will be subject to progressive discipline as outlined in Article 10 of the CBA.

Employees who fail to report as soon as possible to the designated testing facility will be considered to have refused to submit to testing and will be subject to progressive discipline as outlined in Article 10 of the CBA.

The employee may, but is not required to drink any fluids, but if a sufficient urine specimen is not provided within the three hour period, the employee will be referred to a physician for an evaluation.

An employee is considered to have refused a drug test if that employee:

Does not remain at the testing location until the testing process has been completed

Does not provide a urine specimen for any drug test.

Does not provide a sufficient urine specimen for any drug test, and it has been determined through a medical examination that there was no adequate medical explanation.

Does not take an additional drug test when directed by the Town of Salem or the drug screen collector.

Does not undergo a medical exam or evaluation when directed by the Medical Review Officer as part of the drug screen review process or when directed by the Town of Salem.

Does not cooperate with any part of the testing process.

Admits to a collector or MRO that he or she has adulterated or substituted the specimen.

An employee has refused to take an alcohol test if that employee:

Does not remain at the testing location until the testing process has been completed.



Does not provide a sufficient breath specimen for any alcohol test, and it has been determined through a medical examination that there was no adequate medical explanation.

Does not undergo a medical exam or evaluation when directed by the Town of Salem as part of the insufficient breath procedures.

Does not cooperate with any part of the testing process.

With regard to the above section, employees will be put on administrative leave with pay while an investigation is completed and their ability to continue working is assessed.

Upon confirmation of a positive test for illegal drugs or a test of 0.02 percent or above for alcohol, rehabilitation may be offered in accordance with the Substance Abuse Professional (SAP) recommendations. If the employee is offered and accepts rehabilitation, the employee must successfully complete the rehabilitation program. If the employee refuses to enter or fails to successfully complete a prescribed rehabilitation program, the employee may be subject to progressive discipline as outlined in Article 10 of the CBA.

Employees in rehabilitation programs may be placed on leave under the Town's ADA, FMLA or other leave policies, as appropriate.

Members involved in rehabilitation may be accommodated by their departments by being placed in a light duty position if appropriate and available. If a light duty position is not available, the employee will be placed on leave until completion of the rehabilitation program. This leave will be pursuant to the Town's existing leave policies.

After rehabilitation, an employee returning to full duty shall be:

- Provide written documentation from a substance abuse professional that the required rehabilitation has been completed;
- Required to pass a return-to-work drug and alcohol test. The test results must be a verified negative for drugs and less than .02 blood alcohol concentration for alcohol. *Dilute negative tests will not be accepted for return-to-work testing.*
- Subject to unannounced follow-up drug and alcohol tests if recommended by the employee's rehabilitation program.
- All employees returning to work after rehabilitation will be returned to the random testing pool.

#### Definitions

For purposes of this article, the following definitions apply:





*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol, and any medication, food or other alcohol containing products.

*Alcohol Use:* The consumption of any beverage, mixture, preparation or medication containing alcohol.

*Employee:* All full-time or part-time safety-sensitive employees in the Union.

*On-duty time:* All time from the time an employee begins work or is required to be in readiness to work until the employee is relieved from work or relieved of the responsibility of performing work.

*Prescription:* Prescribed medication must be used for original injury and/or condition in order to be valid.

*Refuse to submit:* (a) Refusal to submit to the test; or (b) Engaging in conduct that obstructs or is intended to obstruct the testing process, including providing adulterated samples; or (d) Failure to report to the designated testing facility within the prescribed time frame.

*Reasonable Cause:* Reasonable cause for testing exists under circumstances exhibiting individualized reasonable articulable suspicion of on duty impairment AND with evidence of substantial reliability. Uncorroborated reports, "hunches", or any other unfounded grounds for reasonable articulable suspicion will not be considered reasonable cause. During random testing, reasonable cause is met with a .02 or greater rate on the breath alcohol test. Reasonable cause is met when the employee requests emergency leave after notice of testing.

### Confidentiality

It is the Town's policy to treat all test information in a confidential manner so that disclosure to unauthorized persons does not occur.

### Implementation

This Alcohol, Drug, and Substance Abuse Program Education and Testing Policies and Procedures will be implemented on or after May 1, 2015 with Occupational Drug Testing LLC or another Drug Testing company that is mutually agreed upon between the Town and Local 2892. Any change of Drug Testing companies during this Agreement must be mutually agreed upon between the Town and Local 2892.



**ALCOHOL AND SUBSTANCE ABUSE  
EDUCATION, AWARENESS, TREATMENT AND PREVENTION PROGRAM**

Procedures

I. Purpose:

The following procedures have been developed to implement the Town of Salem's Alcohol and Drug Testing Program for Fire Employees. The Town's and Local 2892's goal is to establish a work environment that is free from the harmful effects of drugs and misuse of alcohol. It is our intent to protect the safety of Town employees and the public that they serve, and to prevent accidents that may involve drugs or alcohol. The Town's focus is on education, prevention, intervention and rehabilitation.

II. Policy Communication:

The Town recognizes that no policy or program can be effective unless employees are aware of it, the Town will provide a copy of this Program to all employees who are subject to it. In addition, copies of the Program will be available from the Fire Chiefs and Human Resources. Employees are encouraged to ask questions about the program, and to provide feedback about its application. The Program will be reviewed and updated if necessary during Union negotiations with Local 2892.

All employees covered by this Article are responsible for understanding and complying with it. Failure to read or understand any part of the Program does not relieve employees of the responsibility for abiding by it.

III. Training:

At least 60 days prior to the effective date of the Program, the Town will provide live, on-site training for employees. The training will include 1) an overview of the Program; 2) recognition of symptoms of impairment; 3) reporting responsibilities for co-workers and supervisors.

IV. Types of Testing:

*Reasonable Cause* testing will be conducted when a supervisor reports with reasonable articulable suspicion that an employee's on-the-job behavior or appearance indicates present alcohol impairment or drug use.

*Return to Work* testing: is conducted when a member who has violated the standards in this Program is seeking to return to work at the Fire Department in any capacity.

*Post-Accident testing*: any employee involved in an on-duty accident as the operator of a Town vehicle that results in property damage of \$ 2,500.00 or more and/or personal injury will be referred for immediate drug and alcohol testing.



*Follow-up tests:* will be conducted after an employee returns to work. The Follow-Up testing protocol will be determined by the employee's substance abuse professional, counselor, or physician.

In the absence of a follow-up testing protocol, or when the follow-up testing protocol calls for fewer than 3 follow up tests in a calendar year, the Town reserves the right to conduct up to 3 follow-up tests within 1 calendar year for all employees returning to work after an absence pursuant to a positive test under this Policy.

### Management Responsibility

#### I. Alcohol Concentration and Possession:

No supervisor having knowledge that an employee possesses alcohol on Town premises or in a Town vehicle, or has recently consumed sufficient alcohol to potentially have a blood alcohol concentration of greater than .02 may permit the employee to engage in safety-sensitive work for the Town or drive a Town vehicle.

Supervisors having knowledge that an employee may be under the influence of alcohol *must* report the incident to a senior officer or the Human Resources Director immediately.

##### a. Pre-duty Use

No employee shall report for duty within 4 hours of using alcohol.

No supervisor having knowledge that an employee has used alcohol within 4 hours prior to work shall permit the employee to perform in a safety-sensitive function.

##### b. On-Duty Use

On-duty use of alcohol is prohibited at all times.

Supervisors who become aware that an employee is using alcohol while on duty shall immediately report the incident to a senior officer and/or the Human Resources Director.

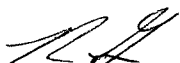
#### II. Drug Use

##### a. Drug Detection and Possession

No supervisor having knowledge that an employee is in possession of drugs or has tested positive for drug use shall permit the member to perform any safety-sensitive functions or operate a Town vehicle.

##### b. On-Duty Use

On-duty use of illegal drugs and unlawfully prescribed legal drugs is strictly prohibited.



Any supervisor having knowledge that an employee is in possession of illegal drugs while on duty must immediately notify a senior officer and/or the Human Resources Director.

### III. Reasonable Suspicion

When a supervisor has reasonable articulable suspicion cause (as defined in this article) to believe that an employee is under the influence of drugs or alcohol, the procedures for reasonable suspicion testing outlined in this Article are to be followed.

### IV. Testing Costs

All medical testing costs, including follow-up testing, shall be borne by the Town. This provision excludes testing conducted as part of a treatment program and pertains only to Town-ordered testing.

Employees who are being tested as part of the Random Testing Protocol shall be paid for testing time at their regular hourly rate.

Employees who are being tested as part of a return-to-work protocol while on paid leave shall not be further compensated for testing time, but will be tested during their usual work hours unless otherwise agreed.

Employees who are being tested as part of a return-to-work protocol while on an unpaid leave shall be compensated for the actual testing time, or for a minimum of three hours, whichever is greater.

Employees who are being tested as part of a follow-up protocol while working shall be paid for the testing as hours worked.

### V. Random Testing Protocol

All Fire, employees who are subject to this Article will be included in the Random Testing Pool. The number of tests conducted per calendar year pursuant to the Random Testing Protocol shall be no greater than 25% of the number of employees in the Pool as of January 1.

Tests may occur at any time throughout the year. Employees who are tested will be returned to the Pool and may be tested again during the same calendar year.

Prior to testing, employees will be issued a written "Garrity Warning." The content of the Garrity warning shall be:

You have been selected to be tested as part of the Drug and Alcohol Program of the Salem Fire Department. You are ordered to comply with this testing as a term and condition of your employment. As a result of your compelled compliance the Town of Salem agrees that it will not disclose this information to any law enforcement agency for criminal prosecution. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the



State of New Hampshire and the Constitution of the United States, including but not limited to the right not to be compelled to incriminate yourself.

If you refuse to comply, you will be subject to departmental charges which will result in possible disciplinary action up to and including termination from the Fire Department. If you do comply, neither the results of the testing nor any information or evidence which is gained by reason of such results, test, the fruits of said test and any statements made during the testing process can be used against you in any subsequent criminal proceeding. However, these results may be used against you in relation to subsequent department charges, in accordance with the Drug and Alcohol Program.

The names of employees included in the Random Testing Pool will be provided to Occupational Drug Testing (or the Drug Testing Provider mutually agreed upon between the Town and Local 2892). Newly hired employees may be added to the Pool throughout the year and are immediately eligible for testing.

Employees in the random testing pool shall be selected electronically to ensure non-bias selection.

Occupational Drug Testing will notify the Town Human Resources Director of the employees selected for testing. The Human Resources Director will notify the Department Chiefs (or their designees) and arrangements will be made for testing, taking into consideration shifts, availability of onsite testing and operating hours for a testing facility.

Employees selected for testing will be notified that they have been selected and what arrangements have been made for testing.

Employees with scheduled leave time or who call in sick to a shift prior to having knowledge of the testing will have their leave honored and be scheduled at a later date.

No non-emergency leave will be granted to an employee who has been notified of being selected for testing but prior to testing.

#### A. Urine Sample Testing

Testing shall be conducted following the medical protocols of the testing facility.

#### B. Drug Sample Testing

Testing shall be conducted following the medical protocols of the testing facility.

#### C. Test Results Reporting

Results will be reported in accordance with the Testing Facility guidelines and the following:

##### i. Drugs

Samples that are screened "None Detected" contain either no drugs or drugs below the cutoff detection level for that drug.



Samples that are screened "Positive" are handled by the laboratory as follows:

Following a positive screen, the testing sample will be retained in a forensic freezer for one year, at which time they can be discarded unless the Town requests storage continue.

A retained sample sufficient for testing (a split sample) may be transferred directly from the testing facility to a U.S. Department of Health and Human Services certified laboratory of the employee's choosing and tested at the employee's expense.

The Medical Review Officer at the testing facility can request that the original specimen be retained and/or retested by the same or another laboratory.

ii. Alcohol

Alcohol may be tested via breath alcohol testing or urine testing. A blood alcohol concentration of .02 or greater shall be considered a positive test. A blood alcohol concentration of less than .02 shall be considered a negative test.

iii. Notification of Test Results

Employees and Applicants

Laboratory Results will be reported in the following manner:

The laboratory shall report all verified positive results to the Town of Salem Human Resources Director within (3) working days of receipt of the sample by the laboratory. The only information that will be given to the HR Director is that an employee tested "Positive". At no time will test results contain information on what the employee tested "Positive" for be given to the HR Director.

Tests deemed insufficient for testing, diluted, or those in which adulterants are identified or the specimen is deemed to be not from the designated employee will be reported to the Human Resources Director.

The Human Resources Director will notify the Chief of the Department of the positive test in writing.

## ARTICLE 47 – DURATION


1. All portions of this contract will be in effect from the period of April 1, 2018 to March 31, 2023.
2. It is further agreed that the terms and conditions of this contract shall remain in full force and effect until a successor agreement is executed. Should a successor agreement not be executed by March 31, 2023, then the retroactivity of cost items contained therein shall be determined by negotiation.
3. Intention to bargain by either party shall be by written notice, on or before May 1, 2022.




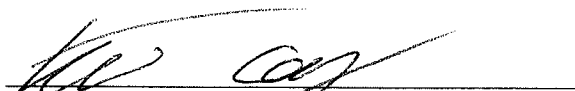
4. The monies needed to fund this Sanbornized Agreement will be authorized at the March 2018 Town Meeting duly warned for that purpose.
5. The parties intent is that Paragraph 4 of this Section (Sanbornization) does not change the effect of Paragraph 2 (Evergreen Clause).

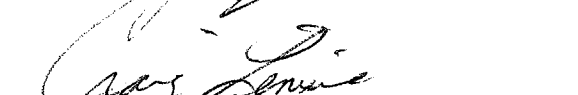
FOR THE UNION

FOR THE TOWN OF SALEM

  
\_\_\_\_\_  
President, Local 2892  
Ryan Gott

  
\_\_\_\_\_  
Town Manager  
Christopher A. Dillon

  
\_\_\_\_\_  
Kennett Colby

  
\_\_\_\_\_  
Craig Lemire

  
\_\_\_\_\_  
Chris Hamilton

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

## RULES AND REGULATIONS OF A SICK LEAVE BANK

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

### Introduction

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

### Purpose

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

### Administration

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



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

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

### **Membership Eligibility**

1. The Sick Bank shall be available to members in good standing of the Professional Firefighters of Salem who meet the following requirements:
  - A. He/she must have accrued at least forty percent (40%) of the sick leave benefit which has been available to them as members of the Salem Fire Department, or
  - B. He/she must have accumulated a minimum of twenty (20) sick shifts.
  - C. The Board may vote to waive either of the above requirements to an employee who has exhibited reasonable use of sick time, but has a sick leave balance below that required by either A or B above due to recent illness or injury which is reasonably documented by a physician.
  - D. Should the accrued sick leave of a member of the Bank fall below the minimum requirement by either A or B above, their membership status shall be reviewed by the Trustees immediately, and unless reduction has been caused by a recent illness or injury which can be reasonably documented by a physician, the committee may temporarily suspend the employee from membership in the Bank if they deem such action to be in the best interest of the Bank. In making its decision the Board shall consider the manner in which the sick leave shifts were used by the member and shall examine among other things whether or not the sick leave shifts were taken as; single days; prior to or at the end of a shift; prior to the beginning or end of a vacation or holiday; and the number of shifts that could be attributed to medically provable illness.
  - E. Employees who are eligible to join the Sick Leave Bank may do so only at times when the Bank is accepting membership, which shall be the period of initial membership when the Bank shall be open for two (2) weeks; thereafter, during the first week in January and first week in July.
  - F. All members of the Bank shall contribute one (1) sick shift to the Bank during the

first week of July.

- G. The Town of Salem shall match each donated sick shift until it has donated a total of one hundred (100) sick shifts to the Bank.
- H. If at any time the total number of sick shifts in the Bank falls below twenty-five (25) then each member agrees to be assessed one additional sick shift and the Town of Salem shall contribute matching sick shifts to the Bank.
- I. Any member of the Unit who has reached maximum accumulation may donate an additional five (5) shifts per year to the Bank. Any such member who makes such a donation shall not be assessed additional days asset out in Paragraph H above.
- J. If a member is suspended from the Sick Bank or fails to donate for a given period, upon re-admittance he/she shall be required to donate the number of days he/she would have donated had he/she not lapsed in membership.

### **Application for Benefits**

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

- A. A written request of shifts setting out the date or onset of the illness or injury, the nature of the illness or injury, a doctor's report concerning the nature of the illness or injury, and the doctor's estimate of the length of absence and prognosis for recovery.
- B. The Trustees may require as a condition for continued loan of sick days that the member be evaluated by a physician of the Trustee's choice. It is further agreed that any such evaluation shall be paid for; one-half ( $\frac{1}{2}$ ) by the Town and one-half ( $\frac{1}{2}$ ) by the Unit.
- C. Should there be a conflict in the medical testimony provided to the Trustees, the Trustees may require that the member be examined by a third physician. Should the physician chosen by the Trustees determine that the member is able to return to work then the Trustees may vote to terminate the individual's continued receipt of sick shifts from the Bank.

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

All employees who have been loaned sick leave shifts from the bank shall repay the shifts so loaned at the rate of one-half ( $\frac{1}{2}$ ) of their sick leave as it accrues.

### **Termination of Benefits**

- 1. Benefits under this program shall be terminated if the employee is working in any capacity unless this provision is waived by the Trustees.
- 2. Benefits received under this plan shall be for the following lengths of time:



- A. Members of the Unit who have accrued less than thirty (30) shifts of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for one (1) year.
- B. Members who accrued thirty (30) shifts or more of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for eighteen (18) months.
- C. Members who have accrued sixty (60) shifts or more of sick time at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for two (2) years.
- D. Members who are at maximum and have contributed five (5) shifts per year at the onset of the long term disability, for which they are receiving sick leave days from the Bank, shall be permitted to receive benefits from the Bank for three (3) years.



## APPENDIX B - 42 HOUR WORK WEEK

8 Week Cycle  
4 Units

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

*ASL*

*ASL*

## APPENDIX C - DISPATCHER SCHEDULE

<u>DAYS</u>	<u>8AM - 4PM</u>	<u>4PM - 12PM</u>	<u>12PM - 8AM</u>
Sunday	A	C	-
Monday	B	C	D
Tuesday	B	C	D
Wednesday	A	B	D
Thursday	A	B	D
Friday	A	C	-
Saturday	A	C	-
Sunday	B	C	D
Monday	B	C	D
Tuesday	A	B	D
Wednesday	A	B	D
Thursday	A	C	-
Friday	A	C	-
Saturday	B	C	D
Sunday	B	C	D
Monday	A	B	D
Tuesday	A	B	D
Wednesday	A	C	-
Thursday	A	C	-
Friday	B	C	D

*RG*

*CD*

<u>DAYS</u>	<u>8AM - 4PM</u>	<u>4PM - 12PM</u>	<u>12PM - 8AM</u>
Saturday	B	C	D
Sunday	A	B	D
Monday	A	B	D
Tuesday	A	C	-
Wednesday	A	C	-
Thursday	B	C	D
Friday	B	C	D
Saturday	A	B	D
Sunday	A	B	D
Monday	A	C	-
Tuesday	A	C	-
Wednesday	B	C	D
Thursday	B	C	D
Friday	A	B	D
Saturday	A	B	D
Sunday	A	C	-
Monday	A	C	-
Tuesday	B	C	D
Wednesday	B	C	D
Thursday	A	B	D
Friday	A	B	D
Saturday	A	C	-

*AS*

*AD*

## APPENDIX D – EXPLANATORY TEXT FOR OVERTIME

### Definitions:

Extra- Is defined as a 10 or 14 hour shift, an 8 hour Fire Alarm Shift, and any Private Fire Duty (detail) or non-emergency callback that lasts 6 or more hours.

### Section 1: Filling unscheduled 10's and 14's

1. The shift shall be offered to the individual whose name is the top of the appropriate list. When offered, the shift must be taken, refused, or a bye must be exercised, only the unit member may do this unless prior arrangements have been made through the duty officer.
2. The earliest shift must be filled first.
3. If a member uses a sick shift they are not eligible for the shift immediately following and will be charged a refusal moved to the bottom of the list. Unless the member takes more than four consecutive sick shifts in which case they shall receive a bye for the five days between their scheduled tours.
4. If the member at the top of the list cannot be contacted then you must wait before moving on until 0700 for 10's and 1600 for 14's. At 0700 and 1600 you must attempt to contact the member a second time before moving on.
5. When filling a 10, members called between 0700 and 0800 who do not answer the phone will be given a UC "unable to contact" and moved to the bottom of the list, or given a bye if eligible.
6. When filling a 14, members called between 1600 and 1800 who do not answer the phone will be given a UC "unable to contact" and moved to the bottom of the list, or given a bye if eligible.
7. Shifts being filled after 0800 and 1800 shall be filled using the emergency staffing procedure SOG 208 established date April 1, 1996. The member who takes the shift shall be charged on the appropriate list.
8. Filling shifts out of classification, if a shift is about to be offered out of classification, a page shall be sent offering the shift to any member within the classification as a final resort. The first member to call in shall be given the shift. If the member accepts the shift, he/she shall be charged, and all refusals shall stand. Wait two minutes after the page, if no one calls in move on to the next rank.
9. When a member wants to be called for overtime while on a tour off, they must put their name on the bye board. If on they are on the bye board they shall be contacted at which point they must take the shift or take a bye. If the member cannot be reached a message will be left of possible. The member then has one hour to call back and except the shift or take the bye. If the member has not called back within an hour then they shall be called backed and if they are not reached they will be given the bye and you can move on to the next member.



10. When filling a 10 or 14 due to a scheduling error, a member calling in late, a member being AWOL, or any other situation that causes a shortage in shift strength then the above procedure shall still be followed.

#### Notes

- Members do not receive byes for any Extra's that are offered on days that are covered by the Holiday policy, unless covered by Article 16-6. Holidays are restricted time off days, NOT protected days.
- When filling an alternate position or out of classification shift, a member may not elect to take a bye when offered a shift that was created by a higher or lower rank opening unless the member is in a bye situation covered under Article 16 of the CBA.
- 72's no member shall be offered a 10, 14, Fire Alarm shift, Callback, or Detail that puts the member into a 72 hour shift. The member shall be given an automatic bye and shall not be contacted. The Chief or his designee has the right to waive this policy if there are extenuating circumstances, i.e. a major weather events.

Byes for 10's and 14's are as follows.

- a. TOUR OFF - Unit members may receive a bye for the actual week (72 hours), and for five days before and for five days after. This holds true for any combination of vacation days, holidays, personal days, bereavement days, military days, or training days that make up four consecutive shifts off during the same tour. No byes will be granted for any shifts already passed or offered before leave is requested.
- b. SINGULAR DAY (vacation, holiday, personal day) - Unit members may receive a bye for actual shift, for the shift before and the shift after.
- c. SWAPS - Unit members may receive a bye for the actual shift. This covers both the individual working and the individual who swapped.
- d. WORKING 48 HOURS - Unit members may receive a bye if working four shifts within a 48 hour time period. If a member puts himself into a 48 hour shift (or any other covered under this bye) he cannot elect to receive the bye for shifts already scheduled or accepted.
- e. UNION ACTIVITY - Unit members may receive a bye for any shifts offered while engaging in certain union activities as established by past practice.
- f. SCHOOL - Unit members may receive a bye for any shifts offered while attending any approved training session or classes that are fire service, emergency medical services, management, or labor related. Members may receive a bye for the shifts before and/or after to allow for reasonable travel time if required and pre-approved via the training request form.





- g. ACCIDENT ON DUTY - Unit members may receive byes for all shifts missed while out AOD.
- h. BEREAVEMENT - Unit members may receive a bye similar to that of vacations.
- i. ALARM ROOM OVERTIME - Unit members may receive a bye if offered a 12-8 shift and is scheduled to work the next day or working a 12-8 shift and offered a day shift the next morning.
- j. NATIONAL FIRE ACADEMY - Unit members attending one or two week resident courses may receive a bye up to but not including the Monday day shift following course completion.
- k. DISPATCHERS - May receive byes if working or will be working more than two (2) consecutive shifts.
- l. Three (3) Extras in a Week - Unit members may receive a bye if they have worked (or lost) three (3) or more extras in a week.
- m. If a member elects to receive a bye but then refuses a shift that entitled him to the bye, he then gets a refusal for the shift that he received the bye for.
- n. If a member takes the last two (2) shifts of a tour of duty and the first two (2) shifts of the following tour of duty for a total of four (4) consecutive shifts off, that member shall receive a bye for any overtime offered during the scheduled five (5) days off between these tours.

#### Section 2: Member leaving after the start of the shift

If after 0800 or 1800 a member who is on duty needs to leave for any reason and the member did not secure his own coverage via swap or standby than the opening shall be filled using SOG 208.

#### Section 3: Special Events

On occasion, Salem Fire Department, Local 2892, and SFFRA sponsor or participate in events such as Muscular Dystrophy Association events, Senior Luncheon, Retirees/Fall Cookout or Dog Days, Relay for Life, other similar type events, etc. Any members that would like a bye for such events must submit a request in writing to the Union President/Executive Board prior to the event. The President or his designee will consult with the Chief of Department or his designee to discuss the merits of the event and determine if byes will be authorized. The list of members that are entitled to Special Event byes will then be posted in the Lieutenant's Office at Central. If a member is offered a shift prior to the list being posted, then no bye will be given. If a member takes a bye for the shift and then fails to participate in the event, the member will then be charged a refusal for the shift. When members participate in a LODD service and would like a bye for the service and travel time to and from the service: The President or his designee will consult with the Chief of Department or his designee to discuss and determine if byes will be authorized for the service. The list of members that are entitled to LODD byes will then be posted in the Lieutenant's Office at Central. If a member is offered a shift prior to the individual signing up on the list, then no bye will be given. If a member takes a bye for the shift/shifts and then fails to attend the service, the member will then be charged a refusal for the shift/shifts.




#### Section 4: Special Position Overtime

Any special position Overtime (Personal Protective Equipment Technician, Training Officer, Emergency Medical Service Coordinator, Southeastern New Hampshire Hazardous Materials Mutual Aid District, Special Operation Unit, Mechanic, Etc.) must be posted on the schedule board in the Central Lieutenant's office prior to being offered a shift (10, 14, Fire Alarm, Callback, or Detail). If special position Overtime is not posted on the schedule board prior to being offered a shift, the member must then accept or refuse the offered shift (10, 14, Fire Alarm, Callback, or Detail) unless otherwise approved or directed by the Chief of Department or his Designee.

#### Section 5: Sick Shift Eligibility

If a member uses a sick shift they are not eligible to report for the shift that is concurrent to the sick shift whether it is their normally scheduled shift, overtime shift, callback, detail, or swap, unless approved by the Chief or his designee. For a member who takes a 14 hour night shift off sick it is agreed they would be eligible to report back to work for any shift that starts at 16:00 or later the next day.

#### Section 6: Holding or Standing-by

If a member is holding over or standing-by for another member, the member doing the holdover or standby is not eligible for any overtime offered during the time frame in which the member is working the holdover or standby. All such standbys or holdovers must be arranged and announced to the Central Lieutenant ahead of time. If the standby was not arranged and announced ahead of time, the member must accept or refuse the overtime offered.

#### Section 7: Incorrectly Charged Shifts and Shifts That Are Pulled Back.

If a member is incorrectly charged a refusal or a not home and the member is given the shift back, that shift and **ONLY THAT MEMBER'S** shift will be erased. When a shift needs to be erased, it may be erased by the on duty Lieutenant or Shift Commander after consulting with the Officer that incorrectly charged the refusal or the not home.

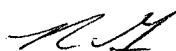
If an Overtime shift needs to be pulled back because a Member gets cleared to come back from sick, Accident on Duty, or a training class gets cancelled, etc., the Overtime will be pulled back from the list that the pulled shift was filled from. Example: If the shift was filled from the Scheduled Overtime list, then the last shift filled off of the Scheduled Overtime list for that particular shift/day will be the shift pulled back.

#### Section 8: Scheduled Overtime.

Members will receive byes automatically if the next shift places the member in a bye situation. This includes 48 to 72 hour shifts, single vacation shifts, four consecutive shifts, bereavement days, military days, or training days. Members shall not be called by the officer filling the scheduled overtime, unless the member makes prior arrangement with the Battalion Chief.

#### Section 9: Filling Non-Emergency Callbacks (NECB) and Outside Details (private fire duty).

- a. Once a Detail or Non-Emergency Callback should be filled as soon as it is visible on the Scheduled Attendance Roster. Filling a detail or NECB shift should not interfere with daily department operations.



- b. A page will be sent out to the appropriate group based on rank specified by the Detail or Non-Emergency Callback form. i.e. Officer, Firefighter, or Any Member. Members will have 30 minutes to respond to the page by calling in. The officer who is filling the Detail or Non-Emergency Callback will make a list of members who call in on the Detail or Non-Emergency Callback slip. After the 30 minutes has elapsed and the list is compiled, the officer will compare the list of members to the Detail/Non-Emergency Callback list and the member who is on the top will be given the shift and marked in the book. If the member who was charged on the list for the shift later refuses the shift, that shift will be erased (uncharged) from the list. In the event that only one member calls in for the Detail or Non-Emergency Callback that member will be given the shift but not charged on the list. Once the Officer filling the detail determines who will get the Detail or Non-Emergency Callback they shall call the member and let them know they have the shift. The Officer must speak to the member. After the member has been informed they have the shift the officer will send a page stating that the detail was filled.
- c. In the event that the member who took the Detail or Non-Emergency Callback later refuses it, the existing list on the back of the Detail or Non-Emergency Callback slip will be used to fill it. If all members on the original list refuse it, it will be paged out again.
- d. If no members respond to the first page it will be paged out a second time using the same process as above. If no member of the requested rank responds to the second page, a third page will be sent out offering it to any rank using the above procedure. If no member responds to the third page it will continue to be paged until it is filled or it is determined that it will not be possible to fill it, at which point the Shift Commander and/or Administration shall be consulted for further guidance. i.e. sending on duty staff, cancelling it. This process shall only be used for private fire duty and callbacks that are being filled 2 hours prior to the start time. Any private fire duty or non-emergency callback being filled less than 2 hours before the start time shall be filled using the emergency staffing procedure (SOG 208, established date April 1, 1996).





Name	Position	New Placement	New Salary	\$ Increase	% Increase
ALLARD, BRIAN	DIRECTOR OF EMS	EMS 4	87,287	2,286	2.69%
BAGROWSKI, WILLIAM	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
BALENTINE, PAUL	LIEUTENANT	LT 1	63,597	2,008	3.26%
BARKER, JONATHAN	PARAMEDIC	FF Para 2	55,281	2,156	4.06%
BARTLETT, MATTHEW	FIREFIGHTER	FF 4	55,428	1,265	2.34%
BEAUDET, SEAN T	FIREFIGHTER	FF 4	55,428	1,265	2.34%
BEELEY, PETER J	FIREFIGHTER	FF 4	55,428	2,537	4.80%
BRACKETT, JONATHAN	BATTALION CHIEF	BC 1	76,118	3,697	5.10%
BRETON, NATHANIEL	FIREFIGHTER	FF 4	55,428	1,265	2.34%
CHARTIER, GREGORY	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
CHILD, LORING	FIRE INSPECTOR	FI 1	63,597	2,828	4.65%
CLEARY, CARL	PARAMEDIC	FF Para 4	60,356	2,065	3.54%
COLBY, KENNETT	LT PARAMEDIC	LT Para 1	66,777	1,891	2.91%
COMEAU, PHILIP J	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
COONROD, STEPHEN	CAPTAIN	Capt TO St	66,609	1,307	2.00%
CRANE, BRIAN	Assistant Fire Mechanic	AM 4	63,977	2,388	3.88%
CURTIN, MARK	FIREFIGHTER	FF 4	55,428	1,265	2.34%
DELAHUNTY, BRIAN	FIREFIGHTER	FF 4	55,428	1,265	2.34%
DEVINE, DOUGLAS	PARAMEDIC	FF Para 4	60,356	2,065	3.54%
DONOVAN, DANIEL	FIREFIGHTER	FF 4	55,428	1,265	2.34%
DOUGLAS, ROBERT	FIREFIGHTER	FF 1	49,290	1,940	4.10%
DRAGO, JAMES	FIREFIGHTER	FF 4	55,428	1,265	2.34%
EDSON PALMER, BRADLEY	FIREFIGHTER	FF 4	55,428	2,073	3.89%
EMANUELSON, PATRICK	FIREFIGHTER	FF 2	52,247	2,701	5.45%
ENOS, FRANCIS	BATTALION CHIEF	BC 1	76,118	3,697	5.10%
GAGNON, JOSHUA	FIREFIGHTER	FF 4	55,428	2,537	4.80%
GALPEAU, MICHAEL	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
GALVIN, DENNIS	LIEUTENANT	LT 1	63,597	2,008	3.26%
GERAS, CHRIS	LIEUTENANT	LT 1	63,597	2,008	3.26%
GOTT, RYAN	FIREFIGHTER	FF 4	55,428	1,265	2.34%
GREANEY, COREY	PARAMEDIC	FF Para 1	52,152	1,344	2.65%
HAMILTON, CHRISTOPHER	LT PARAMEDIC	LT Para 1	66,777	1,475	2.26%
HOULE, COLTON	FIREFIGHTER	FF 4	55,428	2,073	3.89%
HUSSNI, HASSAN	PARAMEDIC	FF Para 3	58,598	3,466	6.29%
JACKSON, BRUCE	FIREFIGHTER	FF 4	55,428	1,265	2.34%
JENSON, JEFFREY	FIREFIGHTER	FF 4	55,428	1,265	2.34%
JUDSON, JOHN	CAPTAIN	Capt TO St	66,609	1,307	2.00%
KELLEY, THOMAS	FIREFIGHTER	FF 4	55,428	2,073	3.89%
KENNEY, TIMOTHY	BATTALION CHIEF	BC 1	76,118	3,697	5.10%
LEMIRE, CRAIG	CAPTAIN	Capt TO St	66,609	1,307	2.00%
LEVESQUE, GARY	FIREFIGHTER	FF 4	55,428	1,265	2.34%
LOPEZ, MATTHEW	FIREFIGHTER	FF 4	55,428	1,265	2.34%
LUTNER, SAMUEL	Personal Safety and Equip Officer	PSET 4	58,754	1,337	2.33%
MACKAY, GERALD	PARAMEDIC	FF Para 4	60,356	2,622	4.54%
MARCHAND, MICHAEL	FIREFIGHTER	FF 4	55,428	2,073	3.89%
MARTEL, AMBER	FIREFIGHTER	FF 4	55,428	1,793	3.34%
MICHAUD, NICHOLAS-WOITKUN	FIREFIGHTER	FF 4	55,428	2,073	3.89%
MUISE, THOMAS	FIREFIGHTER	FF 4	55,428	1,265	2.34%
MURPHY, SHANE	FIREFIGHTER	FF 4	55,428	1,793	3.34%
MURRAY, BRIAN	TRAINING OFFICER	Capt TO St	66,609	1,307	2.00%
PLANTE, BRYAN	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
QUESNELL, JEFFREY	PARAMEDIC	FF Para 3	58,598	1,159	2.02%
RYAN, THOMAS	FIREFIGHTER	FF 4	55,428	1,265	2.34%
SCANLON, JOSEPH	FIREFIGHTER	FF 4	55,428	1,793	3.34%
SICE, TIMOTHY	LT PARAMEDIC	LT Para 1	66,777	1,748	2.69%



SPICER, RONALD	FIREFIGHTER	FF 4	55,428	1,793	3.34%
ST PIERRE, NICHOLAS	LIEUTENANT	LT 1	63,597	3,124	5.17%
STEVENS, JOHN	MECHANIC	MC 4	75,697	2,166	2.95%
SWANSON, PATRICK	PARAMEDIC	FF Para 4	60,356	2,065	3.54%
WARD, COREY	LIEUTENANT	Lt 1	63,597	2,008	3.26%
WARD, TROY	FIREFIGHTER	FF 4	55,428	2,073	3.89%
WHALEN, MICHAEL JARED	EMS COORD	EMSCo	63,977	2,404	3.90%
WOITKUN, STEVEN	FIREFIGHTER	FF 4	55,428	1,265	2.34%
YOUNG, RANDALL	BATTALION CHIEF	BC 1	76,118	3,697	5.10%
HOELLRICH, JOHN	DISPATCHER	Disp 4	44,098	1,490	3.50%
RITCHIE, CHERYL	COMMUNICATIONS SUPERVISOR	Disp Sup 2	57,435	1,626	2.91%
DESANTIS, AMY	DISPATCHER	Disp 1	40,356	3,384	9.15%
HEATH, JAY	DISPATCHER	Disp 4	44,098	1,490	3.50%
SPRAGUE, ROBERT	DISPATCHER	Disp 4	44,098	1,490	3.50%
BRETON, DANIEL	PT DISPATCHER	PT Disp 4	22.11	0.76	3.58%
SHEERAN, MARNIE	PT DISPATCHER	PT Disp 1	20.20	1.35	7.16%

