

**WAGE AND WORKING AGREEMENT
BETWEEN
THE CITY OF SOMERSWORTH, NEW HAMPSHIRE AND
SOMERSWORTH FIREFIGHTERS, LOCAL #2320
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

July 1, 2023 to June 30, 2026

FIREFIGHTERS LOCAL 2320 CONTRACT

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	3
ARTICLE II	PAYROLL DEDUCTION OF DUES	3
ARTICLE III	AGENCY SHOP	3
ARTICLE IV	DISCRIMINATION	3
ARTICLE V	UNION BUSINESS	3
ARTICLE VI	CITY SAFETY COMMITTEE	4
ARTICLE VII	OVERTIME PAY	4
ARTICLE VIII	LIABILITY INSURANCE	5
ARTICLE IX	SICK LEAVE AND WORK CONNECTED INJURIES	5
ARTICLE X	SHIFT EXCHANGE	6
ARTICLE XI	WORKING OUT OF CLASSIFICATION	6
ARTICLE XII	SENIORITY	6
ARTICLE XIII	HOLIDAYS	7
ARTICLE XIV	RESIDENCY	7
ARTICLE XV	CLOTHING ALLOWANCE	7
ARTICLE XVI	INSURANCE	7
ARTICLE XVII	OUTSIDE DETAILS/PRIVATE DUTY ASSIGNMENTS	8
ARTICLE XVIII	EDUCATIONAL INCENTIVES	8
ARTICLE XIX	PROMOTIONS	8
ARTICLE XX	PERSONNEL REDUCTION	8
ARTICLE XXI	MANAGEMENT RIGHTS	9
ARTICLE XXII	GRIEVANCE PROCEDURES	9
ARTICLE XXIII	PARKING	10
ARTICLE XXIV	LONGEVITY	10
ARTICLE XXV	VACATION	10
ARTICLE XXVI	SPECIAL LEAVE	11
ARTICLE XXVII	SAVING CLAUSE	12
ARTICLE XXVIII	LIFE INSURANCE	12
ARTICLE XXIX	HOURS OF WORK	12
ARTICLE XXX	WAGE SCHEDULE	12
ARTICLE XXXI	LIABILITY INDEMNIFICATION	13
ARTICLE XXXII	EFFECT OF AGREEMENT	13
ARTICLE XXXIII	DURATION OF AGREEMENT	14
	SIGNATURE PAGE	14

WORKING AGREEMENT BETWEEN
THE CITY OF SOMERSWORTH, NEW HAMPSHIRE
AND
SOMERSWORTH FIREFIGHTERS, LOCAL #2320
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Agreement is entered into by and between the CITY OF SOMERSWORTH, NEW HAMPSHIRE, hereinafter referred to as the EMPLOYER, and Local #2320, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and establish proper standards of wages, hours and other conditions of employment.

ARTICLE I RECOGNITION:

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all permanent uniformed employees of the Fire Department except for the Chief Engineer, hereinafter referred to as Chief and one (1) Deputy Chief for the purpose of bargaining with respect to wages, hours of work and working conditions.

ARTICLE II PAYROLL DEDUCTION OF DUES:

- 2.1 The Employer agrees to deduct, once each week, dues and assessments in an amount certified to be correct by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

ARTICLE III AGENCY SHOP:

- 3.1 The Union agrees to represent all employees in the bargaining unit without discrimination and without regard to membership in the Union. The Union will defend and indemnify the City against any claims arising out of this section.

ARTICLE IV DISCRIMINATION:

- 4.1 The Employer agrees not to discriminate against any employee for the employee's activity in behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of age, sex, race, color, marital status, disability, religion, sexual orientation, citizenship, or national origin.

ARTICLE V UNION BUSINESS:

- 5.1 Employees elected to Union office shall be granted time to perform their Union functions, including the attendance of one (1) delegate every two (2) years, to the International Association of Firefighters Convention, the attendance of one (1) delegate to the Biennial Firefighters Convention in New Hampshire involving the State Labor Federation of the AFL-CIO Council and the attendance of three (3) delegates each year to a meeting in New Hampshire sponsored by the Professional Firefighters of New Hampshire.

ARTICLE VI JOINT LOSS MANAGEMENT COMMITTEE:

6.1 The parties agree that the Union shall nominate two (2) of its members to serve on the JLMC and the Chief shall select one (1) of the two (2) nominees for appointment to the JLMC.

ARTICLE VII OVERTIME PAY:

7.1 Overtime is time worked in excess of the employee's regular work schedule and shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay.

7.2 All overtime other than replacement for authorized leave or held over shall provide for a two (2) hour minimum of pay at the overtime rate, providing that an employee who works in excess of two (2) hours shall be paid for all time worked and paid to the nearest next hour.

7.3 Any employee who is held over for any reason shall be paid a minimum of one (1) hour's pay at the overtime rate. If the employee is held over in excess of one (1) hour, the employee shall be paid for all time worked and shall be paid to the nearest next hour.

7.4 Overtime assignments shall be filled the day before a vacancy occurs from the appropriate seniority list including probationary firefighters established within this section and in accordance with the following:

List A - This list shall be for firefighter replacements needed for day or night shifts.

List B - This list shall be for officer replacements needed for day or night shifts.

List C - This list shall be for firefighter replacements for a partial shift*.

List D This list shall be for officer replacements for a partial shift*.

*Partial shift lists shall be used for any assignment other than for full shift.

- The overtime list shall commence by seniority and will reset on January 1st of the New Year. When a firefighter accepts overtime, they will report to duty as agreed.
- Overtime shall be offered to the firefighter on top of the list first, and if accepted shall go to the bottom of the list.
- Firefighters who decline or are ineligible to take overtime (e.g., on duty or in a leave status) shall remain in place.
- If no firefighter volunteers for the overtime vacancy and the list is exhausted the individual on-duty who is on top of the list shall be held over.
- In the event of an involuntary day shift holdover the firefighter being held shall have first refusal to work the night shift vacancy if one exists.
- Individuals shall not be held over in excess of 24 hours of overtime unless it is voluntary.
- If a firefighter cannot be reached by phone or text, a voice message and or text message will be left and will be afforded thirty (30) minutes to respond before forfeiture.
- Overtime created after 1900 will default to the on-duty shift following the overtime list.
- If no on duty firefighter volunteers for the overtime, the master overtime list shall to exhausted via phone with no messages and no time in between calls.
- Probationary firefighters shall be offered overtime on the same terms as other firefighters.

- 7.5 In those instances where the emergency for which employees have been recalled is quickly resolved, a delay of fifteen (15) minutes shall be given prior to calling the roll to determine off-duty personnel present.
- 7.6 Any employee responding to recall shall be paid a minimum of two (2) hours overtime if he/she reports within thirty (30) minutes after the recall has been sounded and one (1) hour overtime if he/she reports between thirty-one (31) and sixty (60) minutes of the recall having been sounded. Any employee responding to a recall in excess of sixty (60) minutes shall be paid the overtime rate for the time actually worked.

ARTICLE VIII LIABILITY INSURANCE:

- 8.1 The Employer agrees to defend and indemnify any bargaining unit employee or former employee against any claim or civil action commenced against such employee while acting within the scope of official duty for the City and that such acts were not wanton or reckless. The employer shall retain counsel to represent or defend such person and the City shall defray all costs of such representation or defense. In such case, the City shall also protect, indemnify, and hold harmless such person from any costs, damages, awards, judgments or settlements arising from the claim or suit.

ARTICLE IX SICK LEAVE AND WORK CONNECTED INJURIES:

- 9.1 Sick leave shall be earned and deducted on an hourly basis. Employees shall earn sick leave at the rate of twelve (12) hours a month with a maximum accumulation of one thousand one hundred fifty-two (1,152) hours (96 days.)
- 9.2 If a member calls in sick due to his/her own illness, the member shall be considered sick for the full tour of duty. If the member leaves work due to illness, sick leave shall be charged for time used. If a member uses sick leave for a doctor's appointment, the member may use only the hours needed and report to work for the remainder of the tour of duty.
- 9.3 Where an employee has not utilized any sick hours within a given month, an employee that has at least one hundred forty-four (144) hours previously accumulated, the Employer shall pay to the employee six (6) hours at the employee's prevailing rate in addition to other compensation due. The employee may choose equal time off to be taken at a mutually agreeable time. Such time off shall be taken in not less than one (1) hour block of time.
- 9.4 Employees shall not change sick leave incentive status more than three (3) times a fiscal year.
- 9.5 Employees shall give a thirty (30) day notice of intent to change status of sick incentive.
- 9.6 Employees shall not have in excess of thirty-six (36) hours of sick leave incentive accumulated at any time.
- 9.7 Conflicts in requested sick leave incentive shall be resolved on the basis of seniority.

- 9.8 Sick leave incentive time request shall be submitted no less than twenty-four (24) hours in advance for approval.
- 9.9 In the absence of the Chief, (weekends and vacations) the officer on duty shall permit sick leave incentive.
- 9.10 When employee terminates his employment other than for cause, the employee will receive fifty (50%) percent of his accumulated leave.
- 9.11 If an employee misses two (2) consecutive working shifts, a doctor's certificate shall be required at the discretion of the Chief or following any single shift off if there is reasonable cause.
- 9.12 An employee will be entitled to continue at full salary status for the first six (6) months after a work-related injury, unless it is determined that there is no possibility that the individual will return to work as per Personnel Plan. During this six (6) month period the City shall pay the difference between the employee's regular base pay and the amount received by the employee in Workers' Compensation.
- 9.13 A program of light duty shall be made available within the Fire Department for employees who have sustained disabling work-related injuries. The development of such light duty assignment shall conform to New Hampshire law. Variations to the work schedule necessary to accommodate the position's work restrictions may vary from the work schedule set forth in this Agreement. An injured employee who is judged to have a light duty capacity in the Fire Department which is consistent with any limitations imposed by the treating physician. Light duty assignments shall be temporary. Employees shall be paid in accordance with this Agreement for the performance of light duty.
- 9.14 Adopt the City's FMLA policy.

ARTICLE X SHIFT EXCHANGE:

- 10.1 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department or cause overtime with the approval of the Chief.

ARTICLE XI WORKING OUT OF CLASSIFICATION:

- 11.1 Any employee required to serve the capacity of a position which is compensated at a higher rate of pay for more than thirty (30) days shall be compensated at the rate of Lieutenants pay, provided that a higher position shall receive that higher rate of pay only after working in that position for thirty (30) days. Any employee required to serve in the capacity of a position which is compensated at a lower rate of pay shall receive the compensation for the permanent position that the employee actually holds.

ARTICLE XII SENIORITY:

- 12.1 Seniority List: The City shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted thereafter on the Central Fire Station board for a period of not less than thirty (30) days, and a copy of same shall be mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported

to the Fire Chief within fourteen (14) days from the date such list is posted, or it will stand approved.

- 12.2 All new employees shall have no seniority rights and may be disciplined or discharged with or without cause and shall not be entitled to representation by the Union during their probationary period. All employees who have worked twelve (12) consecutive months and satisfactorily completed their probationary period shall be known as fulltime regular employees. Seniority shall commence on the first day of employment as a probationary employee on a full-time basis.

ARTICLE XIII HOLIDAYS:

- 13.1 All full-time employees shall be granted thirteen holidays per year. Employees will be paid at straight time rates for the thirteen (13) holidays. A holiday will consist of twelve hours. Holidays will be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Fast Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

ARTICLE XIV RESIDENCY:

- 14.1 Within one year of hire, any new hire into the Department will be required to establish their residence within a 25-mile radius of the fire station and maintain their residence within 25 miles of the fire station throughout the term of their employment. Employees hired before July 1, 2021 will not be subject to this requirement.

ARTICLE XV CLOTHING ALLOWANCE:

- 15.1 All protective clothing or protective devices required by employees in the performance of their duties shall be furnished with no cost to the employees by the Employer.
- 15.2 Each employee shall receive a taxable clothing allowance of seven hundred dollars (\$700.00) payable on or before May 1st of each year.
- 15.3 Each employee shall, in addition to the clothing allowance, receive reimbursement for clothing which is ruined in the line of duty, which shall be approved by the Fire Chief or the City Manager.
- 15.4 Probationary Firefighters shall receive the clothing allowance of for the purchase of initial uniforms. Upon commencement of employment, the Firefighter shall purchase said uniforms accompanied by the Chief or the Chief's designee.

ARTICLE XVI INSURANCE:

- 16.1 Health Insurance. Eligible full-time employees may participate in the Blue Cross/Blue Shield, Access Blue plans: AB5RX10/20/45, AB15IPDEDRX10/20/45, or

ABSOS20/401KDEDRX10/20/45. The City will pay 85% percent of the AB5RX10/20/45 plan.

16.2 Provide \$5,000 annual buyout for employees who opt out of the health insurance offered by the City, provided the employee provides the City with proof of alternative employer-sponsored health insurance coverage that does not trigger any assessment or penalty under the ACA. This benefit shall not be available to any employee whose alternative health insurance is provided through a spouse's plan through either the City or the School District.

16.3 Dental Insurance

Eligible full-time employees may participate in the Delta Dental Option IE or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for that individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.

ARTICLE XVII OUTSIDE DETAILS/PRIVATE DUTY ASSIGNMENTS:

17.1 For "private duty" work assigned through the Fire Department, but not paid out of the Fire Department budget, the Department shall charge and the employee shall be paid his applicable overtime rate for a minimum of Three (3) hours.

17.2 Private duty assignments shall be offered in the first instance, when reasonable to do so, to full time Firefighters on a rotating basis in order of seniority.

ARTICLE XVIII EDUCATIONAL INCENTIVES:

18.1 Firefighters who earn and maintain an EMT-Basic shall be paid five hundred dollars (\$500.00) per annum in the first payroll in July.

ARTICLE XIX PROMOTIONS:

19.1 When a permanent vacancy occurs in any Officer's position, it shall be filled as soon as possible upon official severance of the vacating department member from the Fire Department. All vacancies must be posted at the Fire Station, any permanent employee with three (3) years seniority and otherwise eligible to take the appropriate test shall be given the opportunity to take such tests. Individual's outside of the department will be interviewed, tested, etc. and chosen only if no current employee qualifies for the posted position under Department regulations and after testing. A promotion list will be valid for at least two (2) years. A new list does not need to be established every two (2) years unless an Officer vacancy occurs prior to this time period.

ARTICLE XX PERSONNEL REDUCTION:

20.1 In case of reduction in Fire Department personnel probationary employees shall be terminated first (when the probationary employee with the least amount of time being the first laid off), followed by those employees with the least amount of seniority. Employees with the most seniority shall be re-hired pursuant to their seniority status and probationary personnel shall subsequently be re-hired according to the amount of time with the Department. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

- 20.2 Recall rights shall continue for three (3) years, and if the former employee is not recalled by then, the former employee will lose seniority and recall rights. If a former employee who is on lay-off is offered to be re-hired and fails to accept and return within fourteen (14) calendar days of written notification, the former employee shall lose all recall (re-hire) rights and seniority.

ARTICLE XXI MANAGEMENT RIGHTS:

- 21.1 The Union recognizes that there are functions, powers, authorities, and responsibilities exclusively vested in the Department's management, excluding those rights which are superseded by this Agreement, prominent among which are included the functions and authorities to introduce new or improved methods, machinery, or personnel; to establish standards of work to determine the extent to which the Department shall operate, to hire, transfer (only within the Department), retain, discharge, demote or promote employees and supervisors, to establish schedules of work, to assign work to employees and supervisors, to direct the working forces whenever it may deem advisable. There will be no demotion or termination of employment or other discipline without just cause.

ARTICLE XXII GRIEVANCE PROCEDURES:

- 22.1 Either the City Manager or the President of the Union may request a meeting of the other to discuss matters of concern to that party. At least five (5) business days notice shall be given prior to such meeting. Such meeting shall not be construed as a circumvention or substitute for mandatory collective bargaining where appropriate.

- 22.2 Grievance or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

- Step 1. The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion no grievance exists, no further action is necessary.
- Step 2. If a grievance does exist, they shall, with the physical presence of the aggrieved employee, present the grievances to the Chief of the Fire Department for adjustment.
- Step 3. If within two (2) business days the grievance has not been settled, it shall then be submitted to the City Manager for adjustment.
- Step 4. If within the five (5) business days the grievance has not been settled, it shall then be submitted to arbitration through the New Hampshire Public Employee Labor Relations Board. The party filing for arbitration shall request the Board to submit five (5) names of neutral arbitrators to the parties for their selection.

The Arbitrator shall have no authority to substitute his/her judgment for that of the City nor shall he/she have the authority to add to, take away or modify a provision of the contract. The Arbitrator shall be limited to interpreting the provisions of the contract only for the grievance presented. The findings of the Arbitrator shall be final and binding upon the Union and the Employer. The costs of arbitration shall be shared equally by both parties. Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

Either party may appeal the Arbitrator's award in accordance with RSA 542.

ARTICLE XXIII PARKING:

23.1 The Employer shall make every reasonable effort to provide, without cost, to employees on duty, adequate parking space adjacent to all Fire Department facilities, Fire Stations and work sites.

ARTICLE XXIV LONGEVITY:

24.1 Commencing on December 1, 2023, bargaining unit members will be eligible to receive a annual longevity stipend. Payment of a longevity stipend will be based on the employee's completion of the following number of consecutive years of full-time employment with the Somersworth Fire Department as of December 1st:

Completion of at least 3 years	=	\$1,000.00
Completion of at least 5 years	=	\$1,500.00
Completion of at least 10 years	=	\$2,000.00
Completion of at least 15 years	=	\$2,500.00
Completion of at least 20 years	=	\$3,000.00
Completion of at least 25 years	=	\$3,500.00

There will be no pro rata accrual or payment of this longevity stipend-an employee must be employed in the Department on December 1 to be eligible for the stipend.

ARTICLE XXV VACATION:

25.1 Every employee shall be eligible for a vacation with pay after one (1) year of service with the employer in accordance with the following schedule:

After 1 year and through 5 years	8 days
Beginning the 6th year through the 7th year	10 days
Beginning the 8th year to the 11th year	12 days
Beginning the 12th year to the 13th year	13 days
Beginning the 14th year to the 15th year	14 days
Beginning the 16th year to the 17th year	15 days
Beginning the 18th year to the 20th year	16 days
Beginning the 21st year	17 days
Beginning the 22nd year	18 days
Beginning the 23rd year	19 days
Beginning the 24th year and on	20 days

25.2 The twenty-four (24) hour workday will be broken down into a twelve (12) hour day shift (0700-1900) and/or a twelve (12) hour night shift (1900-0700).

25.3 Employees shall be allowed to select their own vacation tours each year. Requested vacation tours may be prohibited when an emergency situation, as determined by the City Manager, is declared to exist. Personnel on vacation will be recalled only in the event of such an emergency and only if no other personnel are available to meet the emergency need.

25.4 Conflicts in requested shifts shall be resolved on the basis of seniority.

25.5 Personnel are prohibited from taking the following holidays and times off for vacation or sick leave incentive unless coverage can be secured. No personnel shall be forced to work overtime for vacation or sick leave incentive for the holidays listed below:

Thanksgiving Day	07:00 to 07:00 the next day
Christmas Eve	19:00 to 07:00
Christmas Day	07:00 to 07:00 next day
New Year's Eve	19:00 to 07:00
New Year's Day	07:00 to 07:00 the next day

25.6 Requests for vacation shall be submitted at least twenty-four (24) hours in advance for approval by the Chief. Variations for unusual conditions may be granted for provisions of this subsection by the Chief.

ARTICLE XXVI: SPECIAL LEAVE:

26.1 Bereavement Leave.

- A. Bereavement leave of four consecutive working shifts with pay between the date of death and the date of the funeral, inclusive, shall be granted to an employee in the event of death of a member of the employee's immediate family which, for purposes of this provision, is defined as: spouse and children of the employee, children of the spouse, grandmother, grandfather, mother, father, brother and/or sister of either the employee or employee's spouse.
- B. Employees on duty at the time of notification of a death of a relative enumerated above shall be promptly excused by the Officer on duty.
- C. Under extenuating circumstances, one (1) additional shift with pay may be granted under the above sections, with the written approval of the Fire Chief or City Manager.

26.2 Military Leave.

The City observes the Uniformed Services Employment and Reemployment Rights Act (USERRA) by guaranteeing the rights of City employees called into military service, including members of the National Guard and Reserves, to return to their City positions without any loss of seniority, status, pay level or benefits levels. In addition, any full-time employee who is on active reserve in any branch of the military service will be granted fifteen (15) days leave of absence per year without loss of pay provided the employee provides a copy of all military pay earned as a result of the fifteen (15) days absence to the City of Somersworth.

26.3 Jury Duty

If called for jury duty, the City will pay the difference between the employee's regular rate and the amount paid by the courts. Such payment will be made upon verification of court payment.

ARTICLE XXVII: SAVING CLAUSE

27.1 If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or

subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXVIII: LIFE INSURANCE

28.1 The Employer shall provide life insurance and short-term disability insurance for every member of the bargaining unit to the extent it is provided for the other City Departments.

ARTICLE XXIX: HOURS OF WORK

29.1 The workday or "tour of duty" shall consist of a twelve (12) hour day shift (0700-1900) directly followed by a twelve (12) hour night shift (1900-0700).

29.2 The work week shall be defined as an average of not more than forty-two (42) hours per week in an eight (8) week cycle. A work week shall consist of one (1) twenty-four (24) hour tour of duty followed by two (2) consecutive twenty-four (24) hour days off, followed by one (1) twenty-four (24) hour tour of duty, followed by four (4) consecutive twenty-four (24) hour days off.

CHART AS AMENDED

	HOURS	1	2	3	4	5	6	7	8
11	07:00-19:00	A 1, 2, 3	B 4, 5, 6	D 10, 11, 12	A 1, 2, 3	C 7, 8, 9	D 10, 11, 12	B 4, 5, 6	C 7, 8, 9
13	19:00-7:00	A 1, 2, 3	B 4, 5, 6	D 10, 11, 12	A 1, 2, 3	C 7, 8, 9	D 10, 11, 12	B 4, 5, 6	C 7, 8, 9

Letters designate officer positions.
Numbers designate firefighter positions.

ARTICLE XXX: WAGE SCHEDULE

Eff. 7/1/2023 7%

Title	Grade	Hire	1	2	3	4	5	6	7
Firefighter	17	22.28	23.14	24.02	25.05	26.01	27.02	28.08	29.20
Fire Officer	21	28.07	29.19	30.37	31.51	32.71	33.81	35.44	36.86

Eff. 7/1/2024 6%

Title	Grade	Hire	1	2	3	4	5	6	7
Firefighter	17	23.62	24.53	25.46	26.55	27.57	28.64	29.76	30.95
Fire Officer	21	29.75	30.94	32.19	33.40	34.67	35.84	37.57	39.07

Eff. 7/1/2025 3%

Title	Grade	Hire	1	2	3	4	5	6	7
Firefighter	17	24.33	25.27	26.22	27.35	28.40	29.50	30.65	31.88
Fire Officer	21	30.64	31.87	33.16	34.40	35.71	36.92	38.70	40.24

Effective July 1, 2023, a step 7, 4% above step 6, will be added to the wage schedule. Firefighters and Fire Officers at step 6 will receive step 7 on the next anniversary date of hire or promotion. No payments will be made for any period prior to City Council approval. No payments will be made to persons not on the payroll in the bargaining unit on the date of City Council approval.

Firefighter step increases will be granted on the individual's employment anniversary date. Fire officer step increases will be granted on the officer's promotion anniversary date.

ARTICLE XXXI: LIABILITY INDEMNIFICATION

31.1 The Employer agrees that any employee may participate in the deferred annuity plan made available to the State of New Hampshire, at the employee's own individual option: provided that there is no requirement or burden placed on other employees in the Department or other City Employees to similarly participate in such plan.

ARTICLE XXXII: EFFECT OF AGREEMENT

32.1 This Agreement constitutes the entire Agreement and final resolution of all matters in dispute between the City and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

32.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity agree set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any or the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

32.3 This Agreement contains all of the agreements and understanding between the parties and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

32.4 All appendices and amendments to this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.


ARTICLE XXXIII: DURATION OF AGREEMENT-

33.1 This Agreement shall be in effect as of date of City Council approval, and remain in full force and effect until June 30, 2026.

33.2 It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least one hundred twenty (120) days prior to the budget submission date that it desires to modify the Agreement. Budget submission date is March 15.

IN WITNESS WHEREFORE, THE PARTIES HERETO CAUSED THESE PRESENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS AND UNION REPRESENTATIVES THIS 28th DAY OF MARCH, 2023

CITY OF SOMERSWORTH, NH


Robert M. Belmore, City Manager

LOCAL #2320, IAFF

