

**RESOLUTION NO. 3354**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO RATIFY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4246, ALF-CIO, EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2026, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

**WHEREAS**, the negotiating teams representing the City of Salisbury and the International Association of Firefighters, Local 4246, AFL-CIO (“IAFF, Local 4246”), who represents employees of the Salisbury Fire Department, have culminated negotiations on a new collective bargaining agreement covering two years from July 1, 2024 through June 30, 2026 (“Agreement”); and

**WHEREAS**, a copy of that Agreement is attached as **Exhibit A**; and

**WHEREAS**, the membership of IAFF, Local 4246 voted in favor of ratifying the Agreement; and

**WHEREAS**, the City Director of Finance has submitted to the City Council a fiscal impact note addressing, at a minimum, the annual cost of the Agreement to the City and how the costs of the Agreement are to be funded; and

**WHEREAS**, the City’s management team and IAFF, Local 4246 request that funds necessary to implement the Agreement be approved by the Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

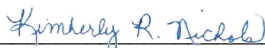
**Section 1.** The Council ratifies the Collective Bargaining Agreement, effective July 1, 2024 through June 30, 2026 between the City and IAFF, Local 4246, and authorizes the Mayor to sign the Agreement, attached hereto and incorporated herein as **Exhibit A**.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits attached thereto and incorporated therein, are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 17<sup>th</sup> day of June, 2024 and is to become effective immediately upon adoption.

  
\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

  
\_\_\_\_\_  
**D'Shawn M. Doughty, City Council President**

Approved by me, this 18 day of June, 2024.

  
\_\_\_\_\_  
**Randolph J. Taylor, Mayor**

Collective Bargaining Agreement  
Between the City of Salisbury, Maryland  
And the International Association of Firefighters, Local 4246, AFL-CIO  
Effective July 1, 2024 – June 30, 2026

[INSERT LOGOS, etc TO SATISFICATION OF PARTIES]

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This Collective Bargaining Agreement (this "Agreement") is entered into by and between the City of Salisbury, Maryland (the "Employer" or the "City") and the International Association of Fire Fighters, Local 4246, AFL-CIO ("the Union") pursuant to the City's Labor Code, set forth at Chapter 2.25 of the Salisbury Municipal Code, for the purpose of promoting harmonious and cooperative relations between the Employer and the Union.

## **ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for all persons employed by the Salisbury Fire Department ("the Department") who are classified as regular full time, including any contractual and SAFER grant employees and probationary employees, and who hold the rank of Captain or below (herein referred to collectively as "Employees"), but excluding all civil employees, and all casual, seasonal, part time, confidential and management employees as defined by Section 2.25.020 of the Salisbury City Code.

## **ARTICLE 2: MANAGEMENT RIGHTS**

The Employer retains all of the rights provided to it under Section 2.25.070 of the Salisbury City Code, and all rights and powers reserved to it under the Salisbury Code and Charter.

## **ARTICLE 3: BARGAINING UNIT WORK**

A. The Employer shall continue to issue and maintain job descriptions listing the duties for each position in the bargaining unit.

B. Should the Employer withdraw or revise any job description, or issue a job description for a new position in the bargaining unit, it shall first notify the Union with written notice. Such written notice shall be sent, by email, to the President of the Union at least thirty (30) days before implementation. The Employer shall accommodate the Union's request to meet and confer within the thirty (30) calendar day period.

## **ARTICLE 4: DUES and COPE CHECK-OFF**

A. The Employer agrees to deduct Union dues, without cost to the Union, from the pay of any Employee whom the Union is certified to represent and who authorizes such deductions in writing pursuant to the provisions of Section 2.25.110 of the City

Code. The Employer shall deduct dues once every pay period from the pay of those Employees who authorize check off. This provision does not, and shall, operate to limit dues deduction to bargaining unit employees only, and instead permits dues deductions using the same process and procedures as set forth herein from officers and chiefs who so authorize.

B. The Employer shall transmit all such monies withheld to the Union within fourteen (14) days of check off deduction electronically. The Employer agrees to supply the Union or its designee with a dues deduction report on a quarterly basis electronically throughout the term of this Agreement. Said report shall include each individual Employee's name, workplace, annual salary and the amount deducted per pay period.

C. An Employee check off authorization shall be valid on an annual basis from the date it was executed and shall be continued from year to year unless revoked in writing by the Employee.

D. In accordance with Section 2.25.110(b), the Union agrees that it shall indemnify and save the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the deduction of dues and/or fees pursuant to this Article and Section 2.25.110 of the Code.

E. Pursuant to Section 2.25.110(a) of the Code, no other employee organization shall be entitled to check off dues from the Employees.

F. The Employer shall also honor any voluntary executed request from an Employee to contribute any lawful portion of the Employee's earnings to a Political Action Committee ("PAC"), Committee on Political Education Fund ("COPE fund"), or like program organized by the Union.

## **ARTICLE 5: EMPLOYEE RIGHTS & NON-DISCRIMINATION**

A. The provisions of this Agreement shall be applied to all employees without discrimination because of marital status, political affiliation, race, ethnicity, color, national origin, religion, sex, sexual orientation, gender, gender identity, age, physical or mental disability, and any other protected lawful classifications, attributes or affiliations covered by City, State and federal laws and also membership or non-membership in Union.

## **ARTICLE 6: LABOR MANAGEMENT COMMITTEE**

There shall be established a joint Labor Management Committee consisting of three (3) Union representatives (the Union President, or designee, and two (2) others) and up to three (3) Departmental representatives or their designees. The Committee shall meet quarterly, except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations with respect to specific matters bearing upon the economy, efficiency, or alterations in Departmental operations and/or upon the welfare of its Employees, whether or not such matters are negotiable. Such time shall not count as hours worked for purposes of overtime. Union Representatives who are on shift at the time of a meeting shall be released to attend it ("PGed") and Union Representatives who are not on shift shall be deemed to be in duty status and paid appropriately while attending such meetings. Such time shall not count as hours worked for purposes of overtime. Time spent preparing for Committee meetings shall be charged to Union Leave provided under Article 20. Nothing in this article shall constitute a substitution for the grievance procedure contained in this Agreement, nor shall it be used to compromise the Employer's duty to deal and bargain with the Union, over mandatory subjects of bargaining as defined in the Labor Code.

If the Fire Department creates a committee or work group that includes members of the bargaining unit to study and/or make recommendations regarding the working conditions, operating procedures, or safety procedures affecting bargaining unit employees, the Department shall notify the Union President and the Union President shall have the option of naming one Union representative to sit on the committee and participate in all activities of the committee. Time spent preparing for and attending any such committee or work group meetings shall be charged to Union Leave provided under Article 20. Such time shall not count as hours worked for purposes of overtime.

## **ARTICLE 7: UNION COMMUNICATIONS**

A. The Employer agrees to provide, if requested, reasonable bulletin board space labeled with the IAFF and/or Union logo and name in all City fire stations where Employees work, for the purpose of allowing the Union to inform its membership of Union business and activities. The Union President or Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Department shall remove any materials posted in violation of this Section. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.

B. The Employer agrees to permit the President of the Union or his or her designee to have use of the Employer's e-mail system, interdepartmental mail and

mailboxes to communicate with the Employees of the bargaining unit. The Department shall continue to allow the Union to utilize Chief Backstage or equivalent for communicating with employees consistent with established practices.

#### **ARTICLE 8: PUBLICATION OF AGREEMENT**

The Employer shall make this Agreement available electronically by posting it on the City's and Department's website and by posting it on any system where General Orders are posted.

#### **ARTICLE 9: NO STRIKE OR LOCKOUT**

Strikes, work stoppages, and lockouts are prohibited as set forth in Section 2.25.130 of the Labor Code.

#### **ARTICLE 10: UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

A. The Employer agrees to furnish each employee, at no expense to the employee, with uniforms and protective gear sufficient for the needs of the employee, as determined by the Fire Chief or his designee. All uniforms, protective clothing and equipment shall be maintained in good condition and shall meet the applicable OSHA, ANSI and NFPA standards.

B. All uniforms and protective gear issued by the Department are and shall remain the property of the Employer. Clothing and gear will be issued on a "one-for-one" basis to replace that which is damaged, destroyed, or worn out through normal use and turned in by an Employee and at the request of the Employee per current practice.

C. The Employer shall have the right to deduct the reasonable replacement cost of issued uniforms and/or equipment from the final paycheck or accrued unused annual leave payout for employees who fail to return issued uniforms and/or equipment upon termination or retirement. Employees shall be required to execute a written authorization allowing the Employer to make such deduction. Employees who retire are permitted to retain their Class A uniform and may be permitted, by the Chief, to retain other clothing and equipment.

D. **IAFF Apparel & Company Patches.** Upon no less than thirty (30) days' prior notice, the Union may request permission for employees to wear union apparel that is specially colored for particular causes and occasions. Permission shall not be unreasonably denied. The Department shall continue to issue and permit wearing of

shorts. Employees are allowed to have their company patch applied to any outer apparel (e.g. jackets, sweatshirts, etc.) issued by the Department; the employee is responsible for the cost. Hooded sweatshirts shall be available to employees at their expense and shall be permissible to wear on duty; the cost for branding shall be borne by the employee.

E. **Personal Safety Apparel.** The Employer shall permit employees to utilize safety apparel, including but not limited to hoods, gloves, helmets, safety glasses, that they choose, provided that the apparel/equipment meets or exceeds Departmental standards as determined by the Employer. Notwithstanding the foregoing, permission to use personal apparel/equipment that meets or exceeds Departmental standards may be denied by the Employer based on Departmental interests in standardization and consistency of equipment. The prior approval of the Fire Chief or his designee is required before any such apparel/equipment may be used. Any denial shall be in writing and provided to the employee and the Union President.

F. **Second Set.** The Employer and the Union may raise and consider through the Labor-Management Committee the topic of grants and other support to fund a second set of turn out gear (jacket and pants) for all employees.

G. **Changes.** The Employer shall notify the Union thirty (30) days in advance of implementation of any intended change to the equipment or uniforms currently provided, and if requested by the Union, the Employer shall furnish information about the change to the Union.

## **ARTICLE 11: PERSONNEL RECORDS**

Employees covered by this Agreement shall have access to their personnel records in accordance with the Employer's Employee Handbook. No anonymous materials will be placed in any personnel file, except for anonymous material which is part of a completed investigation that is maintained in the employee's personnel file. Materials will be removed from files as provided elsewhere in agreement and confidential medical information will be separately filed and maintained.

## **ARTICLE 12: PROMOTION**

A. **Generally.** Promotions to competitive positions within the bargaining unit are made after an evaluation of each individual's qualifications through testing. The Employer's promotional program for positions within the bargaining unit will provide that qualified bargaining unit Employees are given an opportunity to receive fair and appropriate consideration for higher level bargaining unit positions.



B. **Announcements.** Announcements for promotional examinations and vacancies shall be made widely known within the Department through posting or other method of dissemination of such information.

C. **Source Materials.** The Department shall identify all source materials 90 days' in advance of any promotional test. The Department will advise the Union and employees whenever it intends to substantially change the sources used.

D. **Scheduling.** The Employer will continue the practice of two-year promotional lists, i.e. lists that remain in effect for two years or until exhausted. It is the Employer's intent to continue the current cycle of testing administration and list preparation, i.e. the general timing of sergeants, lieutenants, captains, and other testing, such that employees may predict and rely on that schedule of testing. The testing schedule may be changed after meeting and conferring with the Union and issuing a written rationale, but it shall not be altered to avoid the promotion of particular individuals or to disadvantage particular individuals.

E. **Release.** Whenever a promotional test is administered, the Employer will release ("PG") all eligible employees so that they may sit for the test. For the purposes of this provision, eligible means those employees eligible for promotion as of the date of administration. (This provision does not change the right of employees to sit for a test even if they are not eligible for promotion.)

F. **Review of Questions and Scores.** The Union may recommend that specific test question(s) be excluded from Employees' scores based on feedback provided from test takers. The Employer shall not be required to provide the Union with any test questions or answers, however (except as provided hereafter). The Employer shall, upon request, provide data as to the number of test takers who got a question (or questions) wrong. The Union President (or designee) and another representative from the Union shall be able to meet with Employer officials to review problematic questions confidentially, unless the Employer has already decided to remove the problematic question from scoring. If a question is removed from scoring, a written explanation will issue to all takers.

Each test taker will be able to review their test results following the administration of the test. The review will be done in the presence of the training officer, and will consist of each incorrect written response being identified and discussed with the goal of helping the test taker understand their error or how to correct it. The review of oral scoring and responses will consist of poorly rated responses being identified and

discussed, again with the goal of helping the test taker understand their defects and/or how to cure them. Review applies to both written elements and other elements and includes the result on each item, element, benchmark, and/or criteria.

Any issue or complaint regarding a test question(s) must be submitted to the Employer no later than fourteen (14) calendar days following review of results.

G. **Seniority.** The parties agree to use the following to credit seniority for those who receive a passing score on the testing.

1. A seniority credit equal to ½ point per year of continuous uninterrupted service with the Department, with a maximum of 10 points (20 years of service), shall apply. Each ½ point seniority credit shall be earned at the completion of each year of service.
2. The Fire Chief or their designee shall calculate the seniority credit point for each eligible passing employee.

H. **Scores.** Scores will be reported for all employees who took the test, are eligible for promotion, and received a passing score, in the following manner. Each passing Employee shall be assigned a number which shall be provided to that Employee only. The report will issue promptly after testing and shall separately list each Employee by number only (not by name), score, seniority credit, and total points. The report will be in order of total points.

I. **Eligible List and Appointment/Selection.** The Fire Chief has discretion to decide whether to fill promotional vacancies, but shall explain in writing any decision not to fill a vacancy. Successful candidates for promotion to competitive positions shall be placed on the eligibility list, in order of score, and the Employer's selection shall be made from among the top three (3) on the list; and each successive promotion shall be from the top three on the list at the time of those promotions. If the Fire Chief selects an eligible employee who is not the top scorer on the list, then the top scorer (or higher scorers) may request, and will be granted, a meeting with the Chief to discuss the matter.

J. **Noncompetitive Promotion.** No employee shall be transferred or assigned to a field position who has not been appointed pursuant to a competitive process. An employee who is promoted to sergeant, lieutenant, or captain through a non-competitive process may subsequently sit for a competitive promotion to enable them to return to a field position.

K. **Access to Necessary Classes.** The Department shall make all reasonable efforts to facilitate access to the necessary classes required for promotion.

### ARTICLE 13: MEDICAL MATTERS

A. **Annual Evaluations.** The Employer shall continue to have authority to direct Employees for a biannual medical evaluation, except hazmat and personnel who are over fifty years old who have annual medical evaluations.

B. **Alcohol and Substance Testing.** Employees shall be subject to the City's Drug and Alcohol Policy (as attached to this Agreement as Appendix B), which the Employer shall not change without prior notice to and consultation with the Union.

C. **Referral to Testing.** An employee shall be subject to testing in accordance with the City's Drug and Alcohol Policy and the Fire Department's Accident Policy \_\_\_\_\_.

D. **Treatment Choice.** Employees have the right to choose where and who shall treat them for any disease, injury, conditions, or other health concern whether the concern arises from or has a nexus with their work. No Employee shall be required, as a condition of employment, to authorize any Employer specified facility to assume the capacity of that Employee's treating physician or treating medical care provider.

E. **No Novel Procedures or Tests.** No Employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

F. **Privacy and Confidentiality.** The Employer shall, at all times, honor and require the medical clinic or evaluator, and the Fire Chief, to honor Employees' confidentiality and privacy rights with regard to medical information and care, to the extent required by law.

G. **Cannabis.** The City and Union shall form a working group to consider the issue of cannabis use, and to make recommendations to the Fire Chief about same. The working group shall examine policies developed and implemented by other public employers and fire departments. The working group shall reports its recommendations to the Fire Chief by January 1, 2025. Time spent preparing for and attending work group meetings shall be charged to Union Leave provided under Article 20. Such time shall not count as hours worked for purposes of overtime.

## ARTICLE 14: HOURS OF WORK AND OVERTIME

A. **Field Personnel.** The regular hours of work for field personnel shall continue to be a shift alignment of 24-hours on, followed by 72-hours off. Reporting time shall be 0700 hours. The result shall be an average 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

B. **Administration Personnel.** The regular hours of work for administration personnel shall continue to be a five-day, 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

C. **Fire Marshal's Office.** The regular hours of work for personnel in the Office of the Fire Marshal shall be a five-day, 42-hour work week. The Employer shall pay premium overtime or compensatory time (time and a half) for hours worked in excess of an employee's scheduled shift.

D. **Mandatory Trainings.** Mandatory trainings that are off-shift for an employee shall be paid at the employee's premium overtime rate or the employee may opt for compensatory time off at the rate of one and one-half hours for each hour worked. This provision shall not apply to time spent by employees in paramedic school.

E. **No Duplication or Pyramiding of Premium or Overtime Pay.** There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

F. **Overtime Selection and Designation.** Opportunities for overtime shall be afforded in the following order:

1. To part-time personnel who meet the minimum requirements; then
2. To full-time personnel in the order in which they volunteer (by who calls in sequentially); then
3. To non-career personnel who meet the requirements for minimum staffing.

## ARTICLE 15: LEAVE & WORK ASSIGNMENTS

### A. Annual Leave Selection (Field Personnel)

1. Assistant Chiefs are responsible for managing leave selection for their respective shifts.
2. The Annual Vacation Leave Selection Process is held from July 1st through July 31st of each calendar year.
3. Each employee is responsible for submitting their Annual Vacation Leave Selection requests to their assigned Assistant Chief during the time period the leave selection is open.
4. During the Annual Vacation Leave Selection process, personnel may select annual vacation for the upcoming calendar year. The vacation selection will be completed by rank/seniority. Rank seniority is defined as rank and time-in-grade as follows:
  - Assistant Chief
  - Captain
  - Lieutenant
  - Sergeant
  - Driver/EMT and Driver/Paramedic
  - Firefighter/EMT-Basic and Firefighter/Paramedic
5. Personnel are permitted to select up to six (6) tours (defined as six consecutive or six individual tours) as their Annual Vacation Leave Selection for the upcoming year. Personnel are not required to submit Annual Vacation Leave, but if they do, it must be a 24-hour tour.
6. Each Assistant Chief, or their designee, is responsible for ensuring that all of their assigned personnel's vacation requests are entered into the Department's approved staffing system by August 15th.

### B. Casual Leave Selection

1. Casual leave for the upcoming year may be selected once a shift has completed and posted its Annual Vacation Leave Selection in the staffing system.

2. Request for casual leave are submitted electronically to the "On Duty" Assistant Chief at least 72 hours prior to the shift/time requested.
3. Request for leave submitted less than 72 hours in advance may be approved by the requesting member's Assistant Chief when sufficient personnel are available and the requesting member has sufficient justification for submitting a late leave request.
4. Personnel presenting a request for a casual day off to the "On Duty" Assistant Chief will have their request either approved or denied on a "first come first served basis" and it is within the allowable personnel off standard.

C. **Compensatory Time Use.** Compensatory time is considered casual leave and follows the criteria outlined in Section B for selection.

D. **Recognition Time.**

1. The Employer shall continue to offer the Recognition Time program consistent with the manner and scope in which it has been offered prior to the effective date of this Agreement.
2. Recognition Time must be used within twelve (12) months following the date of the award.
3. Disputes concerning Recognition Time shall not be subject to the grievance procedure of this Agreement nor the Employee Handbook grievance procedure.

E. **Personnel Allowed Off**

1. For the Department to manage its personnel with regards to maintaining the minimum manning standard for operations, a maximum of three (3) personnel are allowed off, with no more than two (2) officers off at the same time. The Assistant Chief does count towards the maximum number of personnel allowed off.

The Assistant Chief and the Acting Assistant Chief (i.e. Captain) on the same shift, may not be off at the same time.

2. A member off on sick, military, jury duty, worker's compensation, FMLA, permission granted, or bereavement leave does not count against the number of personnel permitted off.

F. **Swaps.** Employees may, at their option, exchange scheduled shifts of work of equal length with Employees as authorized under the Fair Labor Standards Act, 29 U.S.C. § 207(p)(3) provided that the Employer has forty-eight (48) hours advance notice of the exchange.

G. **Notice of Changes (Field Personnel).**

1. The Employer will continue to promptly enter and give notice of assignment changes through its staffing system (i.e. Chief Backstage). The Employer shall endeavor in good faith to provide advance notice prior to the start of the shift to an Employee of changes in station or apparatus when it has advance notice of the need for such change.
2. For legitimate operations purposes only, the Employer may permanently change an Employee's regularly scheduled shift and/or hours (i.e., platoon assignment) with 21 days' advance notice to the Employee. A permanent change is one for 30 or more consecutive days.

H. **Rest.** Personnel are permitted down time from 2100-0700, provided all duties as assigned are completed and they are prepared to respond with the same quality of service provided during non-rest periods.

I. **Fire Marshal.** The following rules and terms shall govern the assignment of bargaining unit personnel in the Fire Marshal's Office:

1. **On-Call.** The Employer shall designate an Employee(s) as an "On Call" Employee(s) who must be ready to report for and perform work when the need arises, when called. Employees in an "On Call" status are required to be available by telephone.
  - a. The Employer shall not designate an Employee using Annual Leave as an "On Call" Employee, unless otherwise agreed to by the Employee.
  - b. An "On Call" assignment must be of definite duration, and the Employee(s) must be officially notified of the duration. "On Call" status

shall remain in effect until the Employee is officially relieved from "On Call" status.

- c. The Employee who is on-call will be compensated at a rate of one-hour of their hourly rate of pay or one hour of comp time for every twelve-hour (12) shift of on-call served.
  - d. When an Employee in an "On Call" status is directed to report for work, the Employee shall be paid three (3) hours minimum pay for each time the Employee reports to work, which shall count as hours worked for the determination of overtime in a pay period.
  - e. The Fire Marshal's Office shall make the "On Call" schedule available to Fire Marshal Employees a minimum of seven (7) days before the effective date of the monthly on-call schedule.
  - f. Employees shall be permitted to exchange "On Call" assignments where approved by the Employer in advance.
2. Employees within the Fire Marshal's Office shall be assigned a take home vehicle.

#### **ARTICLE 16: PENSION PLANS**

A. **LEOPS.** The Employer will continue to participate in the Law Enforcement Officers Pension System (LEOPS). Employees shall make member contributions at the rate determined by the State Retirement and Pension System as provided by law.

B. **457(b) Plan.** All employees have the option to enroll in the 457(b) Deferred Compensation Plan in accordance with the terms of the Plan, which may be amended from time to time.

#### **ARTICLE 17: LAY-OFF / PERSONNEL REDUCTION/ FURLOUGH**

A. **Lay Off or Furlough.** If the Employer determines that furloughs or layoffs in the bargaining unit maybe necessary, it shall notify the Union within five (5) days of making the decision. The Employer and Union shall then have up to forty-five (45) days to discuss the decision. The Employer and Union shall bargain the effects of the layoff or furlough, and the process for recall, if any.



B. **Contraction / Elimination of Position.** If the Employer decides that it will not fill a position in the bargaining unit after retirement or resignation of an Employee, it shall notify the Union of such decision.

## **ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURES**

A. A “grievance” as the term is used in this Agreement is defined as any dispute, difference, or disagreement concerning the application or interpretation of the terms of this Agreement. If a grievance is filed under this Agreement and it is subsequently determined to be properly filed under the grievance procedure of the Employee Handbook, the grievance will be redirected to the Employee Handbook procedure. Similarly, if a grievance is filed under the grievance procedure in the Employee Handbook and it is subsequently determined to be properly filed under the grievance procedure of this Agreement, the grievance will be redirected to the procedure herein. In either case, the grievance will be redirected without prejudice and without any timeliness defenses based on the time between the original filing and the redirection of the grievance to the correct procedure.

B. An Employee, multiple Employees, or the Union, may be the “aggrieved” and may submit a grievance.

C. Whenever a dispute or difference of opinion arises in the workplace, both the Employee and/or Union and Employer are encouraged to make an effort to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication in an attempt to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances. The parties shall work in earnest to resolve matters at the lowest possible step.

D. The parties may agree to extend any time limit in the Article, provide the agreement is mutual, voluntary, and in writing.

E. All grievances shall be submitted and adjusted in the following manner:

Step 1:

The aggrieved will submit a grievance within twenty (20) calendar days of the day the aggrieved knew or reasonably should have known of action(s) being grieved. This time limitation shall not be tolled by any informal attempts to resolve the issue. A grievance shall be submitted to the Deputy Chief of Administration or designee. The grievance shall advise of the substance of the grievance, including

identification of the provision(s) of this Agreement allegedly violated, and identify the aggrieved, on the approved grievance form. The Deputy Chief of Administration, or designee, shall meet with the aggrieved and a designated Union Representative to discuss the grievance within seven (7) calendar days of receipt of the grievance and shall reply to the aggrieved and to the Union, in writing, within seven (7) calendar days after the meeting.

Step 2:

A grievance that is not resolved at Step 1 may be advanced to Step 2 by filing the Step 2 grievance with the Fire Chief or designee within ten (10) calendar days of receipt of the Step 1 decision. The aggrieved and a Union representative shall meet with the Fire Chief, or designee, within ten (10) calendar days of the filing of the grievance at this step, to discuss its substance and possible resolutions. The Fire Chief, or designee, shall give a decision in writing within ten (10) calendar days after the aforesaid meeting.

Step 3:

If the grievance is not resolved at Step 2, the aggrieved may present the grievance in writing to the City Administrator or designee within ten (10) calendar days of the receipt of the Step 2 decision. The City Administrator or designee shall meet with the aggrieved Employee and a Union representative within ten (10) calendar days of the receipt of the grievance and shall give a response in writing within ten (10) calendar days of the meeting.

Step 4:

- (a) If a grievance has not been satisfactorily resolved at Step 3, the Union may initiate binding arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Service ("FMCS") and giving written notice to the Human Resources Director of the decision to arbitrate (with a copy of the demand for arbitration included). The submission to the FMCS shall request a list of five (5) arbitrators who are members of the National Academy of Arbitrators and rostered within the FMCS 125-mile "Metropolitan" area. The Union may advance an individual Employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the Employee (or Employees) affected shall be bound by the Union's decision whether or not to arbitrate. The demand for arbitration

and notice to the Human Resources Director for this Step 4 shall be made within thirty (30) calendar days of the receipt of the Step 3 decision.

- (b) Within seven (7) calendar days after receipt of the arbitrator list from the FMCS, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.
- (c) Briefs following a hearing shall be filed only if the arbitrator determines they are necessary.
- (d) The arbitrator's decision shall be final and binding on all parties, including all Employees affected.
- (e) The Employer cannot present a grievance to the arbitration step.
- (f) The Cost of the Arbitrator's fees and billed expenses shall be shared equally between the parties.

F. The Union shall be notified about and shall act as the exclusive representative in all grievance matters, subject to the Employee rights that are reserved in the Labor Code.

G. All grievances in writing shall be filed on a form developed jointly by both parties. Filing by email is acceptable and shall be the general practice.

H. If the Employer fails to provide an answer to the grievance within the time limits so provided, the aggrieved or the Union may immediately appeal to the next step.

I. The aggrieved or Union failing to act upon a grievance within the time limits so provided shall forfeit the right to advance further in the grievance process. Time limits provided in this Article are to be strictly applied. Time limits may be waived by agreement.

#### **ARTICLE 19: UNION REPRESENTATIVES**

A. The Union may appoint up to five (5) grievance representatives to investigate and process grievances on behalf of the Union. The Union President shall be one of the grievance representatives. Time spent investigating grievances shall be charged to Union Leave under Article 20.

B. A written list of Union Grievance Representatives shall be furnished to the Fire Chief immediately after their designation and the Union shall notify the Fire Chief promptly of any change of such representatives.

C. After giving five (5) calendar days' notice to the Fire Chief, one (1) Union Grievance Representative shall be granted reasonable time off during working hours with pay at the Employee's applicable rate of pay when he is engaged in presenting a grievance under Article 5 of this Agreement, provided that it will not interfere with the operations of the Fire Department. Such requests shall not unreasonably be denied. Such time shall not be charged to Union Leave.

#### **ARTICLE 20: UNION LEAVE**

A. Employees elected or appointed to represent the Union shall be granted time to perform their Union business, as provided herein.

B. Union Leave: The Employer shall annually grant the Union three hundred (300) hours of paid leave, each fiscal year, to conduct Union business, provided, however, in fiscal years in which contract negotiations are conducted the allowance shall be four hundred (400) hours. All paid leave granted as Union Leave shall be paid at the Employee's straight time rate and shall not count as hours worked for purposes of overtime.

C. Requests to use Union Leave shall be made no less than 72 hours prior to the shift for which the Union Leave is sought. Such request shall be submitted to the Assistant Chief for the shift in question. The Assistant Chief, or his designee, must approve all use of Union Leave in writing, in advance, but he shall not unreasonably deny such requests.

D. Negotiations: Up to six (6) members of the Union shall be allowed time off for meetings, which shall be mutually set by Employer and the Union for the purpose of negotiating a successor Agreement. Time spent preparing for and attending negotiations shall be charged to Union Leave.

E. The Human Resources Director shall provide the Union with the name(s) and rank(s) of all newly hired employees and their home address(es) within ten (10) days after the date of hire. The Employer shall give the Union an opportunity to meet with each newly hired employee within the first fifteen (15) days that the Employee begins work.

## ARTICLE 21: WAGES AND PREMIUMS

### A. Wage Rate Table:

1. For FY 2025, the parties agree to modify the FY 2024 pay scale with a two percent (2.0%) cost of living adjustment as set forth in Appendix A. Effective the first full pay period following July 1, 2024, all employees shall be placed at the same grade and step of the pay scale in Appendix A they had been on as of June 30, 2024.
2. Effective the first full pay period following July 1, 2024, following the initial placement provided in Section 21.A.1 above, all employees shall advance one (1) step on the pay scale.
3. Effective the first full pay period following January 1, 2025, all employees shall advance one (1) step on the pay scale.
4. Any wage adjustments for FY 2026 shall be negotiated pursuant to the limited reopener set forth in Article 26.

B. Promotions: An Employee who receives a promotion to a higher salary grade within the bargaining unit will receive at least a five percent (5.0%) increase in base pay.

C. Working Out of Class Pay: An Employee who has completed their probationary period and who is detailed to work in a classification in a higher pay grade than their regular classification for more than five (5) consecutive shifts shall be paid for all hours worked thereafter in such higher pay grade at either five percent (5%) above the regular rate for their classification or the minimum rate for the higher pay grade, whichever is greater. The Captain who is so assigned shall discharge all managerial and supervisory duties of an Assistant Chief, and shall be subject to scheduling and assignment as an Assistant Chief. This shall not affect the Employee's status as a member of the bargaining unit.

D. Court Appearances: An Employee who is required under the authority of a subpoena to appear as a witness for the State or City in a criminal or administrative proceeding shall receive (i) compensatory time if they so elect; or (ii) a minimum of three (3) hours pay at the appropriate rate; or (iii) the actual number of hours worked at the appropriate rate, whichever number of hours is greater, for; (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to their individual work schedule.

E. Mileage Reimbursement: Employees required to use their private vehicles for City business as approved by their supervisor shall be compensated at the IRS allowed mileage rate for the tax year.

F. Employees may continue to authorize voluntary deductions from each payroll check, in addition to automatic deductions authorized by law.

G. Unused leave shall be paid out upon separation in accordance with the terms of the Employee Handbook.

H. Call Back Pay: The Employee shall be paid three (3) hours minimum pay for each time the Employee is directed to and reports to work subsequent to their regular shift which shall count as hours worked for the determination of overtime in a pay period.

I. Emergency Pay: Employees who are not scheduled to work but are called to work during a City-declared emergency will be paid at a rate of time and one-half during the declaration.

J. Skill and Special Operation Stipends: The Employer will continue to qualify personnel for stipends using the current practice and it shall continue to pay stipends at the current rates:

1. Open Water Diver: \$100
2. Rescue Diver: \$100
3. Diver Master: \$100
4. Confine Space: \$100
5. Trench Rescue: \$100
6. Rope Rescue: \$100
7. Haz Mat Tec: \$100
8. Field Training Officer: \$250
9. Preceptor: \$250
10. MICRB Instructor: \$250
11. Acting Team Leaders: \$250
12. Marine Unit Pilots: \$250

The number of personnel who may be awarded any given stipend shall not be reduced.

## **ARTICLE 22: PROTECTION AGAINST LIABILITY**

Legal Counsel shall be provided in any civil case when the plaintiff alleges that an Employee should be held liable for acts alleged to be within the scope of his employment and/or his official capacity. Subject to the approval of the Employer and provided the Employee cooperates in the defense, indemnification for compensatory damages will also be provided to any Employee of the unit for actions arising out of the scope of his/her employment. The decision as to indemnification as to punitive damages shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.

## **ARTICLE 23: DISCIPLINE AND DISCHARGE**

A. Generally. The Employer shall discipline and discharge non-probationary Employees only for just cause. The Employer has the right to discipline or discharge Employees who are on probation for any reason in its discretion. Discipline shall adhere to the principles of progressive discipline, including the Employer's right to impose higher levels of discipline based on the nature or severity of the conduct. The practice of requiring citizen complaints to be in writing shall be continued.

B. Probation. An Employee shall be considered to be probationary for the first six (6) calendar months of their employment in the bargaining unit. This probationary period may be extended by agreement between the Union and the Employer, and it shall not include periods in which the Employee is not present for work for 30 or more consecutive days.

C. Notice of Interview. Employees who are the subject of an investigation shall be notified as provided in SOP 140-02.

D. Representation at an Interview. All employees shall have the right to be accompanied by a Union representative or agent to any interview that the employee reasonably believes could result in discipline. A Union representative's time spent in such interviews shall not be charged to Union Leave.

E. Prompt Discipline. The Employer shall issue discipline within thirty (30) calendar days of the conduct giving rise to the discipline or within thirty (30) days of when the Employer reasonably should have known of the conduct, provided that this period may be extended by the Employer one additional thirty day period (30) after providing notice to the Union. In exceptional circumstances, the Employer may request an additional extension beyond the second thirty (30) day period, which shall not be unreasonably denied.

F. Issuance of Discipline. The Employer will issue discipline (that is beyond an oral reprimand) in writing. The writing will summarize the conduct, the rule violated, and the penalty imposed. If the penalty is a written reprimand, suspension, demotion, loss of leave, or termination, it will be sent to the Employee and the Union by email.

G. Pre-Termination Hearing. No Employee, except a probationary Employee, shall suffer a termination without a hearing conducted by the Employer. This hearing shall not be considered part of the grievance procedure; it shall be conducted in accordance with legal requirements. Upon reasonably timely request, the Union shall be entitled to copies of documents reasonably related to the matter prior to the hearing. At the hearing, the Employee shall have the right to be accompanied and represented by the Union and/or the employee's legal counsel (at no cost to the Employer).

H. Removal. A written warning may not be used for purposes of progressive discipline after two years provided the employee does not incur another warning or like discipline during that period.

I. Grievances concerning discipline or discharge of an Employee shall be subject to the grievance procedure set forth in the Employee Handbook.

#### **ARTICLE 24: PERSONAL PRONOUNS**

This Agreement generally utilizes non-gendered pronouns such as "their." Where this Agreement occasionally utilizes the masculine form of the third person pronoun, such pronoun shall refer to both male and female Employees.

#### **ARTICLE 25: SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **ARTICLE 26: DURATION**

A. Subject to ratification by the Union and by the City Council pursuant to Section 2.25.160 of the Labor Code, this Agreement shall become effective on July 1, 2024 and remain in full force and effect through June 30, 2026.



B. The parties shall reopen this Agreement pursuant to the schedule set forth in § 2.25.140 of the City Labor Code for the purpose of negotiating over wages for Fiscal Year 2026. All other terms and conditions of this Agreement shall remain in full force and effect during any such reopener throughout the duration of this Agreement.

C. Thereafter, this Agreement shall automatically be extended from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by electronic mail (for the City: to the City Administrator and Mayor; for the Union: to its President) no later than September 1 of the year preceding the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of June 2024.

[INSERT SIGNATURE BLOCK]

**APPENDIX A**

	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Probationary FF/EMT	1	41,403	42,231	43,075	43,937	44,816	45,712	46,626	47,559	48,510																					
Probationary FF/PM	1P	47,365	48,312	49,278	50,264	51,269	52,294	53,340	54,407	55,495																					
FF/EMT 1	2	43,473	44,342	45,229	46,134	47,057	47,998	48,958	49,937	50,936	51,954	52,993	54,053	55,134	56,237	57,362	58,509	59,679	60,873	62,090	63,332	64,599	65,891	67,208	68,552	69,924	71,322	72,748	74,203	75,687	77,201
FF/PM 1	2P	49,733	50,728	51,742	52,777	53,833	54,909	56,007	57,128	58,270	59,435	60,624	61,837	63,073	64,335	65,622	66,934	68,273	69,638	71,031	72,452	73,901	75,379	76,886	78,424	79,992	81,592	83,224	84,889	86,586	88,318
Driver/EMT	3	44,777	45,673	46,586	47,518	48,468	49,438	50,426	51,435	52,464	53,513	54,583	55,675	56,788	57,924	59,082	60,264	61,469	62,699	63,953	65,232	66,536	67,867	69,225	70,609	72,021	73,462	74,931	76,430	77,958	79,517
Driver/PM	3P	51,225	52,249	53,294	54,360	55,448	56,556	57,688	58,841	60,018	61,219	62,443	63,692	64,966	66,265	67,590	68,942	70,321	71,727	73,162	74,625	76,118	77,640	79,193	80,777	82,392	84,040	85,721	87,435	89,184	90,968
Sergeant	4	47,016	47,956	48,915	49,894	50,892	51,909	52,948	54,007	55,087	56,188	57,312	58,458	59,628	60,820	62,037	63,277	64,543	65,834	67,150	68,493	69,863	71,261	72,686	74,140	75,622	77,135	78,677	80,251	81,856	83,493
Sergeant	4P	53,786	54,862	55,959	57,078	58,220	59,384	60,572	61,783	63,019	64,279	65,565	66,876	68,214	69,578	70,970	72,389	73,837	75,314	76,820	78,356	79,923	81,522	83,152	84,815	86,512	88,242	90,007	91,807	93,643	95,516
Lieutenant/ Deputy Fire Marshall	5	57,013	58,154	59,317	60,503	61,713	62,947	64,206	65,490	66,800	68,136	69,499	70,889	72,307	73,753	75,228	76,732	78,267	79,832	81,429	83,058	84,719	86,413	88,142	89,904	91,702	93,536	95,407	97,315	99,262	101,247
Captain	6	60,548	61,759	62,994	64,254	65,539	66,850	68,187	69,551	70,942	72,361	73,808	75,284	76,790	78,326	79,892	81,490	83,120	84,782	86,478	88,207	89,971	91,771	93,606	95,478	97,388	99,336	101,322	103,349	105,416	107,524
Assistant Chief	7	64,181	65,465	66,774	68,109	69,472	70,861	72,278	73,724	75,198	76,702	78,236	79,801	81,397	83,025	84,686	86,379	88,107	89,869	91,666	93,500	95,370	97,277	99,223	101,207	103,231	105,296	107,402	109,550	111,741	113,976
Deputy Chief	8	68,032	69,393	70,780	72,196	73,640	75,113	76,615	78,147	79,710	81,304	82,931	84,589	86,281	88,007	89,767	91,562	93,393	95,261	97,166	99,110	101,092	103,114	105,176	107,280	109,425	111,614	113,846	116,123	118,445	120,814
Chief	9	72,114	73,556	75,027	76,528	78,058	79,620	81,212	82,836	84,493	86,183	87,906	89,665	91,458	93,287	95,153	97,056	98,997	100,977	102,996	105,056	107,157	109,301	111,487	113,716	115,991	118,310	120,677	123,090	125,552	128,063

# APPENDIX B



## City of Salisbury Fire Department Policies and Procedures Manual Standard Operating Guidelines



<b>SOP:</b> 140-01	<b>Effective</b> 21 August 2016
<b>Subject:</b> Action Review and Apparatus Damage	<b>Revised:</b> 12 April 2021
<b>Section:</b> Administration	<b>Category:</b> Investigations
<b>Issued by:</b> John W. Tull, Chief of the Department	

**Purpose:** To establish a guideline for the proper documentation of accidents and property damage involving department vehicles in order to streamline reporting and reduce liability to the department. This document shall include recommendations for Drug/Alcohol testing (Post Incident) and a schedule of disciplinary actions which may be taken.

**Policy:**

- I. The “On Duty” Assistant Chief shall be notified of any incident involving a department vehicle or property of the department. This shall be inclusive of personal injury involving members or civilians on department property or involved in department functions.
  
- II. The appropriate police agency shall be notified and an MPO Drug/Alcohol Screen (Post Incident) conducted for any motor vehicle collision or property damage accidents involving Department vehicles for all Category B and higher. A police report shall be completed and included (if available) with the reporting documents of the incident. An exchange of information form must be obtained, while on the scene, from the police agency. The “On Duty” Assistant Chief or designee shall contact the Department’s current Drug/Alcohol (Post Incident) provider to advise them of the situation. The MPO involved shall remain in a “Chain of Custody” with the “On Duty” Assistant Chief or designee until Drug/Alcohol (Post Incident) testing is completed.
  - A. The “On Duty” Assistant Chief may use their discretion on the involvement of a police agency and Drug/Alcohol (Post Incident) when the incident only involves Salisbury Fire Department property with no person(s) injured, and there is no belief of drug or alcohol involvement.
  - B. In addition, the “On Duty” Assistant Chief may use his/her discretion in requesting a police agency and MPO Drug/Alcohol Screening for Category A incidents. In these cases, the “On Duty” Assistant Chief shall make contact with property owners for exchange of information.
  - C. If at any time the “On Duty” Assistant Chief is in doubt, he/she shall request the proper police agency and complete the Drug /Alcohol Screening (Post Incident).

- III. The following forms are required to be completed:
- A. Equipment damage report
  - B. Accident Witness Report(s) (SFD Form)
  - C. Vehicle Accident Report (SFD Form)
  - D. Vehicle Accident Report (LGIT Form)
  - E. Any photos which depict the incident accurately, making sure pictures are taken of the entire vehicle and not just the damaged area.
  - F. Drug/Alcohol test results (if conducted)
  - G. Exchange of Information Form (Obtained from the Police Agency on the scene.)
- IV. The “On Duty” Assistant Chief shall immediately email the City of Salisbury Safety Director and the SFD Office Manager, letting them know an incident has occurred and that the paperwork will be submitted in a timely fashion. All reports shall be clearly written or typed. One complete packet shall be turned in to the SFD Office Manager for distribution.
- V. Categories of Violations
- A. **Category “A”**
    - 1. An accident supporting circumstances which can be characterized by no fault on the part of the driver, or where actions were reasonable in light of a serious emergency situation.
      - a. Examples are:
        - i. Equipment failure – not driver related
        - ii. Other driver at fault
        - iii. City vehicle properly parked – other driver at fault
        - iv. Accident involving an animal and Department vehicle.
        - v. No driver error determined
        - vi. Extreme inclement weather where all proper precautions were taken by driver.
      - b. Minor Damage which may include dings, dents, small scratches or a broken lens for the marker or light assemblies. This may also include similar damage to property such as poles, trees, mailboxes, vehicles and buildings. Damage is usually less than \$500.
    - 2. Discipline Range:
      - a. First category “A” infraction
        - i. A minimum of an oral counseling shall be generated for all responsible parties involved if incident found to be avoidable by the ARB.
        - ii. A written reprimand can be issued for the infraction if the circumstances dictate the need.

- b. Second category “A” infraction within a six-month period of the first
  - i. A minimum of a written counseling shall be generated for all responsible parties involved if found to be avoidable by the ARB.
  - ii. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
  - iii. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
- c. Third category “A” infraction within a six-month period of second
  - i. A minimum of a written counseling shall be generated for all responsible parties involved if incident found avoidable by the ARB.
  - ii. A minimum loss of 12 hours of leave, suspension or termination may be applied.
  - iii. A minimum suspension of 15 days or termination may be applied to volunteer members.
  - iv. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
  - v. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
- d. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services when applicable.

**B. Category “B”**

- 1. An accident supporting circumstances which can be characterized by carelessness on the part of the driver, but to a lesser degree than Category “C” accidents.
  - a. Examples are:
    - i. Improper braking
    - ii. Operation on unsafe terrain
    - iii. Right turn accident
    - iv. Equipment failure as a result of the driver’s lack of attention
    - v. Failure to properly secure equipment (doors, hoods, truck, gas hoses, etc.)
    - vi. Left turn – Failure to allow proper clearance
    - vii. Failure to allow proper overhead clearance

- viii. Failure to maintain control of the vehicle (roll back, foot slipping off brake, etc.)
  - ix. Failure to take timely evasive action due to driver inattentiveness, misjudgment, or misperception
  - x. Failure to maintain adequate clearance while maneuvering;
  - b. Moderate damage which may include wrinkled fenders, bumpers, and crumpled assemblies. This may also include similar damage to other vehicles, buildings, poles and personal property. Damage amounts would normally range from \$501 to \$3500 or higher.
2. Discipline Range:
- a. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the ARB .
  - b. The Company Officer and Assistant Chief shall review all documentation of any previous “at fault” Category A incidents within the previous two (2) years, which could be taken into account in determining discipline.
  - c. A minimum loss of 24 hours leave, suspension or termination may be applied to career members.
  - d. A minimum suspension of 30 days or termination may be applied to volunteer members.
  - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
  - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.

**C. Category “C”**

- 1. An accident supporting circumstances which are characterized more by inattentiveness and carelessness on the part of the driver than by the reckless conduct or flagrant violation of traffic laws.
  - a. Examples are:
    - i. Vehicle improperly parked – roll away, wheels not properly chocked, or not properly lighted
    - ii. Rear end collision – following too closely
    - iii. Improper passing
    - iv. Left turn – turning in front of oncoming vehicle – failure to yield right-of-way
    - v. Unsafe lane change – making contact with a vehicle or forcing a vehicle off the roadway:

- b. Significant to major damage which may involve personal injury or death of members or civilians. Damage amounts would range from \$3501 to a total loss.
2. Discipline Range:
- a. The operators driving status should be placed in review immediately following an incident in this category and he/she shall be placed on Administrative Duty or temporarily suspended (Volunteer) pending investigation. The review panel shall include the Accident Review Board, Deputy Chief of Operations, Deputy Chief of Volunteer Services, Station or Shift Assistant Chief and the Company Officer. The Review Panel shall meet within 72 hrs. of the incident.
  - b. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the Review Panel.
  - c. A minimum loss of 48 hours of leave, suspension or termination may be applied for career members.
  - d. A minimum suspension 60 days or termination may be applied for volunteer members.
  - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver's skill level.
  - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator's status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.

**D. Category "D"**

- 1. An accident supporting circumstances which may be characterized by the most serious and irresponsible actions of the driver.
  - a. Examples are:
    - i. Sleeping accident – fatigue related; driver negligent in obtaining sufficient rest to perform duties in a satisfactory manner
    - ii. Speeding – speed excessive for conditions
    - iii. Exceeding the limits of the driver's or vehicle's capabilities
    - iv. Reckless Driving – weaving in and out of traffic, cutting in too sharply in front of other traffic, etc.
    - v. Disregarding a traffic control device (without red lights and siren)
    - vi. D.W.I or D.U.I.;

- b. This category may include any significant or known damage which is not reported, failing to report an incident or damage to the Company Officer or “On Duty” Assistant Chief.
2. Discipline Range:
- a. The operators driving status should be placed in review immediately following an incident in this category and he/she shall be placed on Administrative Duty or temporary suspension (Volunteer) pending investigation. The review panel shall include the Accident Review Board, Deputy Chief of Operations, Deputy Chief of Volunteer Services, Station or Shift Assistant Chief and the Company Officer. The Review Panel shall meet within 72 hours of the incident.
  - b. A minimum of a written counseling shall be generated for all responsible parties involved if incident found to be avoidable by the Review Panel.
  - c. A minimum loss of 72 hours of leave, suspension or termination may be applied for career members
  - d. A minimum suspension 90 days or termination may be applied for volunteer members.
  - e. The Assistant Chief shall layout a plan of remedial training for the Company Officer to improve the driver’s skill level.
  - f. A performance observation form shall be completed by the Company Officer and reviewed with the Assistant Chief upon completion of the program.
3. The level of discipline and decision on the operator’s status shall be determined by the Deputy Chief of Operations with the recommendations from the Deputy Chief of Volunteer Services in applicable.





# City of Salisbury

## **Memo**

To: City Council  
From: Meg Caton, Director of Human Resources  
Date: June 11, 2024  
Subject: Collective Bargaining Agreement Contracts

The City has concluded negotiations and finalized our agreements. Enclosed are the CBA's for the three unions for your review. Please let me know if you have any questions. Thank you.

Attachment: Contacts