AGREEMENT

AGREEMENT, made this 1st. day of February, 2008 by and between the City of Laconia, or its lawful successor in interest under the City Charter of the City of Laconia, and the Laconia Professional Firefighters Association, Local 1153 of the International Association of Firefighters, AFL-CIO, CLC.

ARTICLE 1

GENERAL PROVISIONS

Section 1. Term of Agreement.

This Agreement shall commence **July 1, 2007** and shall remain in force and effect until **June 30, 2010.**

Section 2. Negotiations.

Negotiations shall commence at least 120 days prior to budget submission date following the City receiving written notice from the Union.

Section 3. Negotiating Committee.

Negotiations shall be conducted between a negotiating committee of the Union and the City provided, however, that the City shall not be responsible for the payment of more than three (3) members of the Union's negotiating committee per each work shift which conflicts with their negotiations session. Those members of the Union's negotiating committee who are being paid by the City shall be released one (1) hour prior and must return two (2) hours after the conclusion of negotiations, providing that the Union's chief negotiator may request that additional time be granted for Union meetings by making a request of the fire chief or the City's chief negotiator. Such requests for additional time shall not be unreasonably denied.

Section 4. Ground Rules.

Negotiations will be governed by mutually agreed upon ground rules and will not be in willful violation of any applicable state statute governing municipal collective bargaining.

ARTICLE 2

UNION STATUS

Section 1. Recognition.

The City recognizes that the Union is the exclusive representative of all employees with the exception of the Chief, Assistant Chief, Deputy Chiefs, Fire Alarm Superintendent, Fire Prevention Specialist, Mechanic, **Part Time Fire Inspector**, Secretarial Personnel and any other full-time employee designated by agreement as being outside the jurisdiction of the Union for the purpose of bargaining on rates of pay, hours of duty and working conditions and the union recognizes the necessity of the Fire Department to operate within its budget as set by the Mayor and the City Council.

Section 2. Agency Shop.

Employees shall, within thirty (30) days of hire or the signing of this agreement either become members of the Union or pay a service fee by authorizing check off for the collection of union dues.

Section 3. Check Off.

Upon written authorization by an employee approved by the Union president, the City shall deduct union dues each pay period and the City shall deliver deducted dues to the Union treasurer monthly. If an employee has no pay due or it is insufficient to cover the assignment, no deduction shall be made.

Section 4. Indemnification.

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken by the City in complying with the provisions of the Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 3

EMPLOYEE STATUS

Section 1. Employee Status.

The employees are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they merit the respect and confidence of the public. To that end,

the employees covered by this Agreement shall report to work on time, shall not leave the job early, shall be prompt reporting for duties, shall faithfully perform their duties and shall properly care for equipment in their custody.

ARTICLE 4

HIRING AND LAYOFF PROCEDURES

Section 1. Applicants for Employment, and Hiring.

All applicants for employment with the Fire Department shall be subjected to written tests to qualify for employment with the Department. The City shall have the exclusive right to select the method in which applicants are tested.

Section 2. Probationary Period.

(a) New employees shall serve as probationary firefighters for twelve (12) months, beginning with their first date of employment. Probationary employees shall be "at will" employees.

(b) Probationary employees shall be subject to three performance evaluations to be completed on or about the end of three (3) months, six (6) months, nine (9) months and a final performance evaluation during the twelfth (12th) month.

(c) Following the examination and performance evaluation the Chief may, at his sole discretion, terminate the employee at the end of the employee's probationary period. Probationary employees so terminated shall have no rights of appeal.

Section 3. Layoff and Rehiring.

(a) Whenever the City determines it necessary to lay-off employees covered by this Agreement, the employee with the least seniority shall be laid off first.

(b) Whenever the City determines that it shall fill laid-off positions, the laid-off employee with the most seniority shall be offered the position first.

(c) No new employee who would be covered by this agreement shall be hired until all laid off employees who have been laid off for two years or less have been given an opportunity to return to work with the City and have declined. In the case of a vacancy for which a laid off employee shall be eligible, the City shall notify the employee by certified mail at the last address made available to the City by the employee. The employee shall have ten (10) work days from receipt by which to respond; thereafter, the employee shall have been deemed to have declined the position.

Section 4.

Individual employees hired on or before July 1, 1982, shall not be laid off during the term of this contract.

ARTICLE 5

SENIORITY

Section 1. Seniority.

Seniority will start with the first day of employment with the Fire Department and shall not be affected by loss of time due to approved leave. Employees of the department shall not accrue seniority while on leave without pay for disciplinary reasons or while an employee has been laid off from the department.

Section 2. Seniority List.

The City shall establish a seniority list. The list shall be revised on January 1st of each year and the Fire Chief shall cause the list to be immediately posted on all station bulletin boards for at least thirty (30) days and shall be delivered to the secretary of the Union. Written objections must be forwarded to the Fire Chief within twenty (20) days from the date the list is posted at each station. Lacking any written objections, the list shall stand approved.

ARTICLE 6

PROMOTIONS

Section 1. Examination and Eligibility for Promotion.

The City shall hold promotional examinations every two (2) years providing that the next examination only for captain shall be held within ninety (90) days of the Department's written notice of an actual vacancy by termination, retirement or disability retirement of a captain following the next captain's vacancy which shall be filled in the manner required by the arbitration process.

To be eligible to take promotional examinations for a lieutenant position an employee must have four (4) years of service as a permanent firefighter with the Laconia Fire Department. To be eligible to take promotional examinations, from lieutenant to captain, an employee must serve a minimum of one (1) year in the rank of lieutenant within the Laconia Fire Department. In certain instances, by agreement of the Union and the Chief, this section can be waived.

Section 2. Study Manuals.

All promotional examinations will be compiled from books and manuals and procedures consistent with the Laconia Fire Department operations. Any book, manual or other written document to be used in compiling questions for the exam shall be made available with a minimum of two complete copies at Central Station and one complete copy at the Weirs Station, at least ninety (90) days prior to the examination.

Section 3. Notice of Examinations.

A notice shall be posted on all station bulletin boards at least thirty (30) days prior to all competitive examinations.

Section 4. Administration of Examinations.

(a) The City's Personnel Specialist shall confidentially prepare and administer the examination to all eligible employees.

(b) The examination shall consist of a written examination and an assessment center. Questions for both examinations shall be compiled from materials as specified in Section 2 of this Article.

(c) The written examination shall be administered first and eligible employees shall attain a score of 70% or better in order to be eligible for the assessment center. The written examination score shall count as 60% of the total combined score.

(d) Those employees who received a score of 70% or better shall be eligible for the assessment center. A score of 70% shall be considered passing for the assessment center. Failure to successfully pass the assessment center will remove an employee form further consideration for promotion. The assessment center score shall count as 40% of the total combined score.

(e) A combined score of 70% or better will be considered passing, thereby making an employee eligible for promotion.

(f) Not more than three (3) Union representatives shall have the opportunity to review the examination within forty-eight (48) hours after it is administered and to be in attendance during its administration.

Section 5. Selection

Employees deemed eligible for promotion according to Section 4 of this Agreement shall be selected in the following manner:

(a) After attaining a passing score of 70%, each eligible employee shall be credited an additional one-quarter (1/4) point for each year of seniority. The current seniority list, as required by Article 5 of this Agreement, shall be used to assess the seniority points. Following the assessment of seniority points, the total examination score will be determined.

(b) No later than twelve (12) working days after total examination scores are compiled, the Chief shall post, in each station, a list of names with the total examination scores and seniority points awarded to all eligible participants. Once this list is posted, an employee shall be considered qualified and eligible for promotion for a period of two (2) years from the date which the final total examination scores are posted. If a promotion is not made within the two (2) year period, the list of names with the total examination scores shall lapse.

(c) The names of the top three (3) candidates or fewer if less than three (3) are eligible, will be referred to the Fire Chief for selection. The Fire Chief shall have the right to select any one of the three candidates so proposed. Once a selection is made, the name of the next highest candidate on the list shall be forwarded to the Fire Chief and these three names shall be considered for the next vacancy.

(d) After an employee has been promoted to a higher rank, the employee shall be considered probationary for the next six months following the date of promotion. The Fire Chief shall conduct a written evaluation of the employee during the sixth month following the date of promotion. The employee must receive a satisfactory evaluation to be considered permanent in the position. In the case that the employee fails to receive a satisfactory evaluation, the Fire Chief shall demote the employee to their former grade. Failure to conduct an evaluation of the employee during this period and for which an employee shall have held the position for 180 days shall waive the provisions of this section and the employee shall be deemed permanent in that rank.

ARTICLE 7

PHYSICAL EXAMINATION

Section 1. Physical Examination

Employees shall be required to appear for a physical examination in accordance with the following schedule:

1) Age 29 and under - Every three (3) years

2) Age 30 to 39 - Every two (2) years

3) Age 40 and above - Every year.

Employees shall be paid for up to three (3) hours for the purpose of taking departmental physical examinations.

Section 2. Physician

Examinations shall be given by a physician selected by the City and the examination content shall be determined by the physician and shall be disclosed to the employee prior to the exam. The total expense of said exam shall be paid by the City. All examination reports shall be retained by the City's physician, with a copy forwarded to the employee. The City will receive notice from the physician that the employee is "fit" or "not fit" for duty.

Section 3. Fit for Duty - Determination

Should there be a question as to an employee's fitness for duty, the majority decision of three (3) physicians shall determine the employee's fitness. The three physicians shall be the City's, one selected by the employee, and a specialist in the Field of the disability selected by the two other physicians. The decision of these physicians shall be final as to the fitness of an employee for duty.

ARTICLE 8

RETIREMENT

Section 1. Retirement.

A. When an employee retires from the City of Laconia Fire Department and having completed at least twenty (20) years service in the New Hampshire Retirement System, including at least ten (10) years service with the City of Laconia Fire Department, he/she shall receive all of his accrued sick leave to date of retirement in a cash amount equivalent to one day's pay, at his/her particular grade, 1/4 of his/her weekly salary, for each accrued day of sick leave. In the event of a service connected death of an employee, his/her survivors shall receive any and all compensation due to the member under Article 8 and Article 12.

B. When an applicant granted a disability pension by the New Hampshire Retirement Board is determined to be disabled and the Board finds by reexamination said employee is fit for duty, the City agrees to (i) retest the employee according to the then current New Hampshire Fire Standards and Training Requirements for a Career Firefighter. (ii) If the employee passes these exams and is deemed qualified according to the requirements of the then existing New Hampshire Fire Standards and Training Requirements, the employee must then submit to a pre-employment physical provided and paid for by the City. (iii) If the employee is found fit for duty according to the City's physical, the

employee shall be reinstated at the rank and then prevailing salary for the position which the employee held at the time their pension was granted, provided the employee is no longer receiving any benefits from the New Hampshire Retirement Fund. (iv) Should the employee be reinstated, then they shall bump the employee with the least seniority in that rank and all employees bumped shall have the right to bump those with less seniority in that rank or lower ranks until one (1) open position has been created within the fire Department. Example: should the reinstated employee be a captain and both captains' positions are filled, then one captain is bumped to lieutenant, a lieutenant is bumped to firefighter and the firefighter with the least seniority is laid off to accommodate the reinstatement.

Thereafter, any employee who was bumped in conjunction with this provision shall have recall rights to the position from which they were bumped in the inverse order of their bump. The limitations on recall contained in this article shall not apply to such employees except those actually laid off from the Department. Example: should a captain be required to bump back to lieutenant and a lieutenant bumped to a firefighter, upon the open vacancy of a captain's position, the captain bumped to lieutenant shall return to the captain's position and the lieutenant bumped to a firefighter shall return to the vacated lieutenant's position.

Section 8.2 The City agrees to allow employees of the Department to voluntarily participate in the ICMA IRS Section 457 Plan.

ARTICLE 9

Section 1. Salary Schedules.

Unit employees shall receive salary increases of 3.0% effective July 1, 2007;

Unit employees shall receive salary increases of 3.0% effective July 1, 2008;

Unit employees shall receive salary increases of 2.0% effective July 1, 2009.

The established pay scale shall be amended to provide for the following effective July 1, 2005:

Firefighter 3rd - 37 to 72 months
Firefighter 4th - 73 to 84 months
Firefighter 5th - 85 months and over - $.50
Officers - 37 months - $.50

Above referenced increase shall be as provided in Appendix A and B.

Section 2. Longevity Bonus.

The longevity bonus now provided in the Personnel Rules and Regulations of the City as established by Article VI of the "Revised Charter of the City of Laconia, 1970", shall be continued.

Section 3. Temporary Service Out of Rank.

Employees who are required to serve temporarily in a higher rank shall be paid at the rate applicable for such higher rank. To maintain eligibility for working out of rank as lieutenants, employees must requalify by successfully passing both the written examination and the assessment center every four (4) years in accordance with the examination and assessment center schedule. Employees to be placed in an assigned position of temporary out of rank duty shall be assigned by seniority in their current grade (i.e. Senior in firefighter grade for acting Lieutenant, Senior in Lieutenant grade for acting Captain). An assigned position of temporary duty out of rank shall be defined as an assignment lasting more than one (1) shift of normal overtime hiring.

Section 4. Clothing Allowance.

Uniforms and uniform accessories shall be determined by the Chief.

A. The City shall provide each employee with all required articles of uniform clothing in accordance with the following:

Class A Uniform

Within six months after the probationary period, employees shall be issued the following Class A Uniform:

Blouse	1
Pants	1
White Shirts – Long Sleeve/Short Sleeve	1 ea.
Shoes (Bates High Gloss)	1 pr.
Bell Cap	1
Gloves	1 pr.
Belt	1
Tie	1
Hat Badge	1

Upon termination, Class A uniforms shall be returned to the Department.

Class B Uniform

Shirt (Lion-Long Sleeve)	1
Shirt (Lion-Short Sleeve)	1
Pants	4*
Belt (Velcro)	1*
Boots (Red Wing Fire Boots)	1 pr*
Jacket (Blauer)	1*
Name Badge	1
Serving Since Pin	1
Badge	2*
Collar Brass	2 sets **

*to be worn with Class C Uniform
** to be worn with Class A Uniform

Class C Uniform

Long Sleeve T-Shirts	4
Short Sleeve T-Shirts	4
Sweat Shirts	2
Ball Cap	1

Upon termination, all usable Class B and C uniform items shall be returned to the Department.

All uniforms shall be worn in accordance with the Laconia Fire Department Uniform Classification Policy – Administrative Regulation 150.01.

Uniform items shall be replaced on an as-needed basis due to normal wear or damage in the line of duty.

The City shall provide industrial appliances for the laundering of machine washable uniform clothing at the Central Fire Station.

Section 5. Automobile Expenses.

When required to use their automobile in the performance of their duty, an employee shall be reimbursed per mile at the maximum allowable rate established by the Internal Revenue Service.

Section 6. Extra Duty.

Overtime for all hours worked beyond the regular tour of duty will be paid at time and one-half.

Off duty personnel who are required to respond to duty on first alarm signals or any other type emergencies shall be compensated at the appropriate rate, but in no event shall an employee be compensated for less than two (2) hours. Off duty personnel who are required to shovel hydrants shall be compensated at the appropriate rate.

Employees held over at the end of the scheduled work time shall be paid at the appropriate rate for time actually worked in one-half (1/2) hour increments.

Employees who choose to work on the annual inspection day shall be paid for all hours actually worked at their hourly rate. Work on this day is voluntary.

Section 6A. Floaters and Temporary Employees.

The City may employ up to four full-time and temporary qualified firefighters in the aggregate, in addition to the usual complement of 28 full-time firefighters it currently employees. The incumbents in said positions may float at the discretion of the Fire Chief in order to reduce overtime needs of the department and address staffing concerns as the Chief may determine. The City may fill or create positions in excess of 32 in number at its discretion, but the temporary and floater positions shall be the four least senior positions. In addition to these temporary and floater positions, the City may hire temporary employees to cover for long term absences, by agreement with the Union, as it has done previously.

Floaters and temporary firefighters may only be assigned to the first overtime occurrence per shift and shall be assigned to the ambulance.

Temporary firefighters may only be employed during the period of May 1 - September 1 of each year.

Floaters and temporary firefighters shall meet all applicable requirements of the firefighter's position including either EMT-I and/or EMT-P.

The administration of call firefighters shall continue to be handled on the same historical basis as it has prior to this agreement.

Section 7. Educational Incentive.

As an incentive to further professional education, any employee who successfully completes a fire science or related course of study recognized by any State Board of Education as creditable will be reimbursed by the City of Laconia for the cost of textbooks and tuition incurred. An advisory training selection committee will be formed to administer these funds. This committee will be made up of two representatives from

the Union and two from management. Their purpose will be to select and approve individuals for on-going education as well as individuals and courses at national, state or local fire schools, with the final decision made by the Chief should a tie vote occur. Sixty percent (60%) of the training budget will be established each year for this purpose. This section will be labeled "Schools and Seminars". All other portions of the training budget will be administered by the training officer.

Section 8. Special Assignments.

All non-firefighting assignments of a technical, specialized nature or laboring skills performed on a full-time basis shall be deemed within the realm of this contract and, therefore, negotiable as to hours, salaries and working conditions.

Section 9.

A. Non-firefighting assignments within the Department may be performed by off duty employees covered by this Agreement on a part time basis. These non-firefighting assignments, however, shall in no way be allowed to interfere with the efficiency, safety or work duty schedules or assignments of the officers or employees of the Department.

B. During emergencies, the Fire Chief shall retain the exclusive authority to assign any employee, on duty or off duty, to any firefighter or EMS assignment whatsoever. Any emergency shall be defined as "any unforeseen combination of circumstances, or the resulting state of which, calls for immediate action".

Section 10. EMT-I.

A. The unit shall include at least twelve (12) EMT-I's exclusive of officers. This number of twelve (12) shall be maintained as a unit minimum. All new unit employees shall have attained the EMT-I certification within one (1) year of hire into the unit. In the event that there is an insufficient number of EMT-I's, a sufficient number of employees may be required to obtain the EMT-I certification. Such employees shall be selected by seniority via the inverse order of seniority.

B. In addition to the conditions set forth in Paragraph A above, all employees in the unit shall be certified as a minimum at the EMT-D/DEOA level.

C. Provided that the criterion outlined in subsection A is met, the City shall establish, maintain and execute appropriate protocols for the implementation of EMT-I services to the City no later than July 1, 1997.

Section 11. State EMS Certification.

The State of New Hampshire Bureau of EMS, or its successor, may change the requirements and/or classification of the EMT-D/EOA or EMT-I or other certifications. Should that occur, the employees who have such certifications shall be required to obtain and/or maintain the new certification.

Employees shall be responsible for providing the Department with proof of certification for CPR, EMS and other fire service related certifications and notifications of recertification. This provision shall relate solely to notification of the Department, as is the current practice.

Section 12. Performance Evaluations.

Every employee shall be evaluated in writing at least annually. Performance evaluations shall be completed on forms developed by the Personnel Division of the City for that purpose. The purpose of performance evaluations shall be to identify areas of unsatisfactory performance and means of correcting that performance, to identify superior performance, and to formally notify employees of the Department's assessment of their job performance since the last evaluation. Performance evaluations shall be a permanent record of the City. Performance evaluations shall not be deemed to be disciplinary action by the Department; however, employees receiving evaluations showing job performance requiring improvement shall be expected to improve any such job performance to acceptable levels. The use of formal performance evaluations by the department shall not preclude any alternative means of notifying employees of superior or unsatisfactory performance, and shall not be a prerequisite to disciplinary action.

ARTICLE 10

Section 1. Death and Serious Injury Benefits, Weekly Wage Indemnity and Medical Expense Reimbursements.

An employee injured while at a fire, answering an alarm, returning from a fire, on duty in a station house, while in direct transit to and from fire schools, classes and seminars, participating at fire drills, parades or at tests or trials of any Fire Department apparatus shall be considered an injury that arose out of and in the course of employment, provided, however, the employee is not in violation of the Laconia Fire Department Rules and Regulations or applicable state statutes.

Section 2. Automobile Liability.

The City shall provide liability insurance for employees while operating City vehicles, provided further that any employee shall be indemnified in the event he is liable for damage in excess of said policy limits.

Section 3. Health Insurance.

A. Beginning July 1, 2007 the City shall provide Primex Health POS High $5 Option (K5) health insurance or comparable plan for all employees and their dependents with a prescription drug co-pay of $0/$20/$30.

The City shall pay ninety-two and one-half percent (92.5%) of the premium and all employees shall contribute seven and one-half (7.5%) of the total premium for one-person, two-person, or family coverage.

Beginning July 1, 2008, the City shall pay ninety percent (90.0%) of the total premium and all employees shall contribute ten percent (10%) of the total premium for one-person, two-person or family.

Beginning July 1, 2007, the City shall offer the Primex HMO High $5 Option (K8) or comparable plan with a prescription drug co-pay $0/$20/$30 at no cost to the employee for one-person, two-person or family coverage providing that the cost does not exceed the employer cost (92.5%) of the POS Plan in year one of the Contract and 90% of the POS plan in years two and three of the Contract.

If the HMO Plan exceeds these amounts, the employee is responsible to pay the difference between the HMO plan and the City's fixed percentage of the POS plan.

B. In case a husband and wife are employed by the City of Laconia, the City of Laconia shall pay only one premium for either a two-person or a family policy, which ever plan is selected by the said husband and wife in accordance with the provisions of Section 1. above.

C. It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers or become self-insured, provided benefits to participants are not decreased.

D. In the event this contract expires, employees shall pay the contribution to health insurance they were paying pursuant to this section until a successor agreement is ratified and executed irrespective of changes in the premium rates.

Section 4. Section 125 Plan

The City shall provide a Section 125 Plan.

ARTICLE 11

HOURS OF DUTY

Section 1. Hours of Duty:

For the purposes of implementation of this work schedule, the terms "work day" or "work tour" shall mean a twenty-four (24) hour work day. A "work unit" shall mean twelve (12) consecutive hours of the work day commencing at either 7:00 a.m. or 7:00 p.m. **All other references to the term "work day" in this Agreement, such as when used in Article 12, shall mean the twelve hour period either at the beginning or the end of the work shift.**

a) **Regular Duty: Except in the case of emergencies, the hours of duty shall not exceed an average of forty-two (42) hours per week in any one year.**

b) **Tours of Duty: The work schedule shall be based on a four platoon system with the following schedule: one twenty-four (24) hour work day followed by forty-eight (48) hours off followed by a twenty-four (24) hour work day followed by four (4) days off. The work day shall commence at 7:00 a.m. and employees shall not be transferred between work shifts or stations except in an emergency or for other good cause. The off-going platoon will have overtime coverage responsibility during the forty-eight (48) hour period between the first and second work day.**

c) There shall be no work restrictions between the hours of 6:00 a.m. and 12:00 a.m. (midnight) except on holidays.

Section 2. Exchange of Tours of Duty and Days Off:

The Chief or duty deputy may grant the request of any two employees to exchange tours of duty or days off. When said request has been granted, the individual who is to provide coverage of the absent party will be solely responsible to the Department to provide said coverage and shall be caused to forfeit payment of an amount equal to the hours of coverage he may have failed to provide. **Such exchanges may be made on a work unit basis.**

Section 3. Extra Duty:

Overtime for all hours worked beyond the regular tour of duty will be paid at time and one-half.

Overtime assignments shall be made in accordance with the adopted work rules in work units, that is, for each twenty-four (24) hour work day, overtime shall be assigned on the basis of two (2) twelve (12) hour work units.

Off duty personnel who are required to respond to duty on first alarm signals or any other type emergencies shall be compensated at the appropriate rate, but in no event shall an employee be compensated for less than two (2) hours. Off duty personnel who are required to shovel hydrants shall be compensated at the appropriate rate.

Employees held over at the end of the scheduled work time shall be paid at the appropriate rate for time actually worked in one-half (1/2) hour increments.

Employees who choose to work on the annual inspection day shall be paid for all hours actually worked at their hourly rate. Work on this day is voluntary.

Section 4. Transfers.

The Fire Department or City shall not transfer employees covered under this Agreement to other duties with other departments of the City.

Section 5. Absenteeism.

Employees not able to report for work because of an emergency or illness shall notify the superior officer on duty at least one (1) hour before scheduled to report. This provision shall not be interpreted as condoning repeated absences from work on the part of the employee.

Section 6. Schedules and Assignments.

Any change of regular work schedules or personnel assignments shall be posted fourteen (14) days prior to the effective date, unless in the opinion of the Chief, after consultation with the Union President, there is good and sufficient reason.

Section 7. Vacancies in Platoon Position.

Effective 12/27/93, the following language shall apply to this article:

a) Existing bids shall be grandfathered
b) No new bids shall be created
c) Bids expire by voluntary surrender, promotion, resignation, demotion, termination or retirement

Any bid personnel may be moved from their bid position without the loss of their bid for eight (8) weeks in any calendar year. This move may only take place at a regular schedule change with proper two (2) week notice, except in unusual circumstances with

prior approval of affected parties. Personnel may be moved more than eight (8) weeks in any calendar year in unusual circumstances but only with their prior approval, still without any loss of their bid.

ARTICLE 12

LEAVE

Section 1. Annual Leave:

Employees with between one (1) and ten (10) years service shall be entitled to **ninety-six (96)** hours paid annual leave accruing at the rate of **eight (8) hours** per month; employees with between ten (10) and fifteen (15) years service shall be entitled to **one hundred forty-four (144)** hours paid annual leave accruing at the rate of **twelve (12) hours** per month; employees with over fifteen (15) years of service shall be entitled to **one hundred ninety-two (192)** hours paid annual leave accruing at the rate of **sixteen (16)** hours per month.

A vacation period shall be **two (2)** consecutive scheduled working tours.

Annual leave shall be scheduled on the basis of the calendar year. Selection of the leave period shall be by choice based on seniority, provided however, in no event shall any employee take more than **ninety-six (96)** hours leave from July 1st to September 1st. However, an employee may choose a third week **(48 hours)** of vacation during this period based upon seniority if the week is available, consistent with the Department's staffing needs. By at least October 15th, the Chief shall furnish the Union with a blank vacation list for the following year. The Union will see that it is properly completed and returned to the Chief by at least December 15th. The Chief will have copies posted in each station house prior to January 1st.

The annual vacation accrual may be taken **by work unit** provided forty-eight (48) hours of advance notice is given and the Chief approves. In no event shall **a vacation work unit** be taken during holidays

Section 2. Leave for Injury.

A. Union members covered by this Agreement hereby agree an employee out of work due to a job connected injury shall receive workers compensation.

At the employee's option, the difference between the amount paid to the employee through workers compensation and the employee's regular salary shall be paid to the employee by the City. This supplement shall be paid by the City only if the employee has accumulated sick leave to his credit and charged against the employees sick leave on a pro rata basis.

The City shall not pay the supplement after the employee's sick leave has been exhausted.

B. Upon exhaustion of all accumulated sick leave due an employee while recovering from an injury, compensation due from accumulated vacation leave may be paid to the injured employee, if the employee elects, in a manner and under the same conditions as apply to the payment of accumulated sick leave.

C. The total amount of the supplemental payments shall not exceed the amount of the employee's accumulated sick leave and vacation time.

D. In no case shall the total of workers compensation payments plus the supplemental payments charged to sick and/or vacation leave be greater than the employee's regular average wage.

E. After the first ninety (90) calendar day period of a job related injury, the Fire Chief may order a complete physical and/or mental examination. If the report of said examination determines a continuing absence from regular duty with eventual return to duty, the Fire Chief may request the physician to approve light duty work. Said light duty work shall be at the discretion of the Fire Chief.

If the aforementioned report of said examination establishes the injury as one which will permanently preclude the employee from returning to regular duty, application shall be made for retirement under the provisions of the New Hampshire Retirement Law within six (6) months from date of injury. The employee may appeal such report to a panel consisting of the Department's physician, the employee's physician and a specialist in the field of the disability, chosen by the other two; the report of the panel shall be final.

This provision is in addition to any examination ordered by the City's insurance carrier or as may be required by law.

F. The City shall pay under workers compensation coverage the hospital, medical and surgical expenses incurred by any employee who is injured in the performance of his duties by purchasing worker's compensation insurance therefor and paying the premiums therefor.

G. Light Duty. In addition to Section 2 (E), paragraph 1, the Chief may order a physical exam whenever it is obvious that, in his opinion, the individual sick or injured employee may be eligible for light duty. In all cases, any person determined capable of light duty shall report at such time and place as determined by the Chief and at normal business hours to work. This shall continue until the employee either returns to normal work or retires.

Ability to return to work shall be determined under the same provisions as the affirmative action program for handicapped persons or pertinent law.

In any case where the report of the physician determines that an employee is eligible for light duty, the employee may appeal such determination to a panel consisting of the Department's physician, the employee's physician and a specialist in the field of the disability chosen by the other two; the report of the panel shall be final.

H. Leave for Injury. If an employee loses less than fourteen (14) days from work due to a work related injury and has been paid through the use of his/her accrued sick time, the City shall restore the employee's sick time for the Workers' Compensation waiting period of three (3) days if the employee has not been paid Workers' Compensation benefits for those three (3) days, provided that the claim is accepted by the City's workers' compensation carrier.

Section 3. Sick Leave:

A. Effective January 1, 1987, employees shall be entitled to sick leave at the rate of **eight (8) hours** per month which may be accumulated to a maximum of **one thousand eighty (1080) hours** provided, however, probationary firefighters shall be entitled to sick leave only at the conclusion of forty-five (45) days at which time they shall have **twenty-four (24) hours**. This leave shall be with pay, provided, however, the employee's pay shall be reduced by an amount equal to compensation received in lieu of wages under any insurance program paid by the City. An employee claiming sick leave may be required by the Chief to produce a physician's certificate as to his illness.

Employees who have more than ninety (90) days of sick leave accrued on January 1, 1987, shall not accrue any additional sick leave until their accrual shall have decreased below ninety (90) days.

B. Any employee who calls in for personal sick leave shall be required to take and be charged a work day. In any one year, up to three (3) scheduled working units of duty sick leave may be used to attend a member of any employee's family who is ill. In the event of illness where death is imminent, of a mother, father, wife, child, brother, sister or other member of the immediate family, sick leave may be used for a period of time not to exceed one (1) scheduled working tour of duty.

C. Sick Leave Donation. This program is provided to assist any employee who loses time at work due to an injury or illness that is not job related and has exhausted all other paid leave, including sick, personal and vacation.

Any employee covered by this Agreement may voluntarily donate accrued time to the affected employee provided that the donating employee has a minimum balance of three hundred sixty (360) hours.

Time donated may be sick, personal or vacation.

Time donated may not put the donating employee in a negative balance of accrued time.

Employees may donate up to **twenty-four (24) accrued hours** per quarter, per affected employee. A quarter is defined as the period from 07/01 - 09/30, 10/01 - 12/31, 01/01 - 03/31, and 04/01 - 06/30.

The sick leave donation is considered permanent, and therefore cannot be returned or cashed-in by the affected employee.

The sick leave donation will not count against the donating employee's accrual of personal days (i.e. donating a sick day won't be counted as a sick day).

The affected employee may accept and use the sick leave donation program for the term of the FMLA or period of extended leave approved by the Fire Chief or City Manager.

An employee may not transfer leave to another employee who wishes to take a leave of absence, extend annual leave, or cover a disciplinary suspension.

Any employee receiving donated time may not exceed the caps on accruals.

To donate accrued time to the sick leave donation program, an employee must request approval in writing from the Chief of the Department of their intentions to donate, the number of hours (up to 24) and what accrued time they want to draw from. The Chief will have final approval of all requests to donate time.

Section 4. Leave of Absence.

The Chief may grant an employee a leave of absence without pay which shall not affect that employee's seniority.

Section 5. Short Emergency Leave of Absence.

The on-duty station officer may grant an on-duty employee a four (4) hour emergency leave of absence with pay in the event of an emergency at home.

Section 6. Personal Leave: An employee who does not utilize sick leave exceeding **six hours (one half day)** in any three (3) consecutive month period shall be credited with

one (1) personal day which shall equal **twelve (12) hours,** one work day. Such personal day shall be taken at a time mutually agreeable to the employee and the Chief or his designee. In addition, an employee shall earn each year one (1) personal day for each three hundred sixty (360) banked sick hours. Supplemental leave benefits paid in accordance with Section 2 above and charged against sick leave shall not be counted as sick leave utilization for the purposes of accumulation of personal days. An employee shall not **carry over** more than ten (10) personal days **each fiscal year**.

Section 7. Leave for Union Business: Officers of the Union or their representatives shall be entitled to leave with pay for official Union business and conventions, provided, however, this leave with pay be limited to a total of **ninety-six (96) hours** per contract year.

Section 8. Leave for Grievance and Negotiating Committees.

An employee acting in an official capacity as a member of the grievance or negotiating committee of the Union shall be entitled to leave with pay.

Section 9. Leave for Court Duty.

No employee who may be summoned or subpoenaed shall be caused to suffer any loss of wages.

Section 10. Military Leave.

Any full-time employee who is on the active reserve in any branch of the military service, including the National Guard, shall be granted fifteen (15) days of leave of absence per year without loss of pay, provided the employee pays over to the City all military pay not including stipends or allowances earned as a result of the fifteen (15) days absence up to the amount equal to the employee's regular pay.

Section 11. FMLA. All employees shall be entitled to take Family and Medical Leave Act leave in accordance with the FMLA, the implementing regulations pertinent thereto, and pertinent City policy implementing the law.

Section 12. Bereavement Leave

Bereavement leave of **forty-eight (48) hours** with pay shall be granted an employee in the event of the death of one or more of the following relatives. Said bereavement leave shall be taken during the next **forty-eight (48) hours** immediately following notification of death.

Spouse	Sister
Father	Brother
Mother	Child

Father-in-Law	Mother-in-Law
Step-Child	Step-Parent

Relative domiciled in the employee's household.

Special leave of **twenty-four (24)** hours with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandchild	Sister-in-Law
Grandmother	Brother-in-Law
Grandfather	Aunt/Uncle

Under extenuating circumstances, **two (2)** additional days with pay may be granted with the approval of the department head and City Manager. The **two (2)** additional days shall be chargeable to sick leave and will count against personal days accumulation.

ARTICLE 13

Section 1. Holiday Leave and Pay.

Holidays shall be defined as the twenty- four (24) hour period of the calendar holiday from midnight to midnight.

A. All employees shall receive an additional days pay equal to one-fourth (1/4) of his weekly salary for paid holidays. Employees scheduled to work on any part of a holiday listed in Section 2, shall be paid one-half (1/2) day's pay for the hours worked based upon one-fourth (1/4) of his weekly salary, in addition to his regular holiday allowance. Any employee scheduled to work who fails to do so, except when on vacation and/or injured leave, shall forfeit all holiday pay.

B. The Laconia City Manager and/or the Laconia City Council may elect to officially recognize or proclaim a national, state or city day of mourning, celebration or recognition. If such a recognition or proclamation causes other City employees to obtain and enjoy an additional paid holiday, then that benefit shall also accrue to the employees covered by this Agreement.

Section 2. Holiday Leave and Pay.

The following holidays shall be celebrated on the same day as celebrated for all employees:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day

Memorial Day
Independence Day
Labor Day
Day after Thanksgiving
Christmas Day

When New Year's Day, Independence Day or Christmas Day occur on a Saturday or a Sunday and are celebrated on the preceding Friday or following Monday, for those employees who are required to work that Saturday or Sunday as part of their scheduled work week, Saturday, not Friday, or Sunday, not Monday, will be recognized as the holiday for payroll purposes.

ARTICLE 14

Section 1. Management Rights.

Local 1153 recognizes and agrees that the City of Laconia possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as modified or superseded by law or this Agreement. These rights include, but are not limited to:

The right to determine its mission and policies and set forth all standards of service offered to the public;

To plan, direct, control and determine the operations or services to be conducted by the employees of the Fire Department;

To determine the methods and means needed to carry out the Department's mission;

To direct the working forces;

To hire and assign employees within the Department or other fire related functions and to establish standards of performance.

To promote, suspend, discipline or discharge for just cause;

To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;

To make, publish and enforce rules and regulations providing that neither party waives or relinquishes their right to negotiate mandatory subjects of bargaining;

To introduce new or improved methods, equipment or facilities;

To contract out for goods and services;

To abolish positions;

To take any and all actions as may be necessary to carry out the mission of the Fire Department in situations of emergency as may be declared by authorities as provided in the Laconia City Charter, the public ordinances and those applicable NH RSA's.

The City agrees that in exercising or enforcing any of the rights recognized herein, the City shall not exercise or enforce such rights in a manner which is arbitrary or capricious or contrary or inconsistent with the provisions of this Agreement.

ARTICLE 15

GRIEVANCE PROCEDURES

Section 1. Union Grievance Committee.

The Union Grievance Committee shall be composed of the Negotiating Committee.

Section 2. Union to Present Grievance.

Employees shall inform the Union Grievance Committee of all individual or collective grievances within ten working days from the occurrence of the facts giving rise to the grievance. The Union Grievance Committee shall be responsible to investigate and present grievances.

Section 3. Grievance Procedure.

The Union Grievance Committee shall first present grievances to the employee's supervisor within **twenty (20)** working days of when the employee knew or should have known of its occurrence and then to the Chief from whom appeals may be taken to the Manager.

3.1 The time limits in each step may be extended by mutual agreement of the individuals involved in the step. If grievant or management fails to follow time limits as set forth, without agreeing to a time extension, party so failing shall lose said grievance.

. 3.2 The term "working days" as used in this article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed.

3.3 A grievance to be considered under the procedure, must be initiated in writing by the employee within twenty (20) working days of the time the employee knew or should have known of the event giving rise to the grievance.

3.4.1 Step 1.

Any employee covered by this contract who has a grievance shall first discuss it with the Union Grievance Committee in an attempt to resolve the matter mutually at the lowest possible level. If the matter cannot be resolved, the Grievance Committee shall present said grievance to the employee's supervisor, within **twenty (20)** calendar days of the employee's submission of the grievance to the Committee, in an attempt to settle the matter at that level. A decision shall be rendered in writing within five (5) working days after being brought to the supervisor's attention.

Step 2.

If the employee is not satisfied with the decision of the supervisor, he/she may appeal the decision to the Chief or Deputy Chief of the department, through the Union Grievance Committee, within ten (10) working days after receipt of the decision of the supervisor. The appeal shall be in writing. The Chief or Deputy Chief of the department shall investigate the matter, hold a hearing within ten (10) working days, and communicate a decision in writing to the Union Grievance Committee Chairman within five (5) working days of the hearing.

Step 3.

If the employee is not satisfied with the decision, he/she may appeal the grievance, through the Union Grievance Committee, to the City Manager within ten (10) working days after receipt of the Chief's or Deputy Chiefs decision. The City Manager shall hold a hearing within twenty (20) working days on the grievance and render a decision in writing within ten (10) working days after the hearing to the Union Grievance Committee Chairman.

Section 4. Compulsory Arbitration.

In the event that a grievance cannot be disposed of by use of the procedure in Section 3, the Union Grievance Committee may request that the New Hampshire Public Employee Labor Relations Board supply each party with a list of seven names of arbitrators for their selection **not more than twenty (20) work days from the date of the City Manager's decision.** The parties shall select from the list an arbitrator satisfactory to both, but failing agreement, the Executive Director of the PELRB shall be empowered to select an arbitrator. Provided, however, that all arbitrators appointed shall reside in New Hampshire, arbitrators outside of New Hampshire may be appointed by mutual agreement of parties on a case-by-case basis. The parties agree that any question with regard to arbitrability shall be submitted to the arbitrator for his/her decision.

The decision of the arbitrator shall be final and binding upon the parties who shall equally bear the cost of such arbitration.

ARTICLE 16

Section 1. Separability.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal of the City of Laconia as of the date first above written.

The City of Laconia
By Its Duly Authorized City Manager

Witness

Eileen Cabanel

Laconia Professional Firefighters Asso.
By Its Duly Authorized President

Witness

President

SIDEBAR AGREEMENT

Agreement is made this eighth day of February, 1999 between the City of Laconia and the Laconia Professional Fire Fighters Association, Local 1153, IAFF, AFL-CIO, to wit:

Whereas, the parties hereto are parties to a certain collective bargaining agreement (CBA) dated April 20, 1998 and expiring on June 30, 2000; and

Whereas, the Laconia Professional Fire Fighters Association, Local 1153, have made a proposal to the City to seek paramedic training and certification for certain members of the Local, and

Whereas, the process, procedures and methods used to attain paramedic training and certification will result in additional and significantly higher skills being delivered.

Now, therefore, the parties hereto agree to the following:

1. Effective January 1, 1999, the contract shall be amended in such a manner that paramedics will be paid an additional five percent (5%). The 5% will be added to the base rate for each class and rank.

2. Effective July 1, 1999, the contract shall be amended in such a manner so that EMT-I pay is adjusted accordingly.

    a. Those EMT-I's that have attained the "med module" shall receive a one time annual lump sum payment of $250.

    b. Those EMT-I's that have attained the **"advanced airway module"** shall receive a one time annual lump sum payment of $500.

    c. Those EMT-I's that have attained both the "med and advanced airway modules" shall receive a one time annual lump sum payment of $750.

    d. Written evidence of attaining either module shall be submitted to the Fire Chief for verification prior to becoming eligible for any payments.

3. The Local agrees that once an employee has attained either or both of the modules outlined in 2 a & b, the employees who have attained these skills shall maintain this skill level for as long as they are employed by the City of Laconia provided however, that nothing in this proposal shall change and/or modify the requirements outlined in Article 9, Section 10 of the collective bargaining agreement.

4. For those firefighters who have obtained additional med module certification by December 1st of any given calendar year, payment shall be made to those eligible employees no later than the second payday of December.

5. It is recognized and understood these issues shall be reflected in a sidebar agreement that will become a permanent addendum to the existing agreement.

The City of Laconia
By its duly authorized City Manager

_____ _____
Date Daniel E. McKeever

Laconia Professional Fire Fighters
By its duly authorized representative

_____ _____
Date

CITY OF LACONIA
FIREFIGHTER WAGE SCHEDULE

EMT / PARAMEDIC	3.0% 7/1/07 - 6/30/08	3.0% 7/1/08 - 6/30/09	2.0% 7/1/09 - 6/30/10
CAPTAIN/EMT	24.25	24.97	25.47
CAPTAIN/EMT - *25 months*	25.21	25.97	26.49
CAPTAIN/EMT - *37 months*	25.73	26.50	27.03
CAPTAIN/PARAMEDIC	25.46	26.23	26.75
CAPTAIN/PARAMEDIC - *25 months*	26.48	27.28	27.82
CAPTAIN/PARAMEDIC - *37 months*	27.00	27.81	28.36
LIEUTENANT/EMT	22.15	22.81	23.27
LIEUTENANT/EMT- *25 months*	23.03	23.72	24.20
LIEUTENANT/EMT- *37 months*	23.55	24.25	24.74
LIEUTENANT/PARAMEDIC	23.26	23.96	24.43
LIEUTENANT/PARAMEDIC - *25 months*	24.19	24.92	25.42
LIEUTENANT/PARAMEDIC - *37 months*	24.71	25.45	25.96
FF/5TH CLASS - EMT	20.37	20.98	21.40
FF/5TH CLASS - PARAMEDIC (85 and + MONTHS)	21.37	22.01	22.45
FF/4TH CLASS - EMT	19.86	20.45	20.86
FF/4TH CLASS - PARAMEDIC (73 - 84 MONTHS)	20.86	21.48	21.91
FF/3RD CLASS - EMT	19.10	19.67	20.06
FF/3RD CLASS - PARAMEDIC (37-72 MONTHS)	20.04	20.65	21.06
FF/2ND CLASS - EMT	17.79	18.32	18.69
FF/2ND CLASS - PARAMEDIC (25-36 MONTHS)	18.67	19.23	19.62
FF/1ST CLASS - EMT	17.11	17.62	17.97
FF/1ST CLASS - PARAMEDIC (13-24 MONTHS)	17.96	18.50	18.87
PROBATIONARY FF - EMT	15.61	16.08	16.40
PROBATIONARY FF - PARAMEDIC (1-12 MONTHS)	16.39	16.88	17.22

Prepared by City of Laconia Personnel Divisiion
6/4/07