

**AGREEMENT BETWEEN THE  
CITY OF LEBANON  
AND THE  
LEBANON PERMANENT FIREFIGHTERS  
ASSOCIATION**

**LEBANON, NEW HAMPSHIRE**



**January 1, 2009 to December 31, 2012**

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**Article 1: Preamble**

- 1.1 The City of Lebanon, New Hampshire, herein referred to as the City and the Lebanon Permanent Firefighter’s Association, hereinafter referred to as the Association, agree as follows:

**Article 2: Recognition**

- 2.1 The City hereby recognizes the Association as exclusive representative for the purpose of collective bargaining in accordance with the provisions of Revised Statutes Annotated 273-A (officially recognized by the City – December 23, 1978, NH Public Employee Labor Relations Board Vote – January 25, 1984).

**Article 3: Memberships**

- 3.1 “Employee” means a member of the bargaining unit. The bargaining unit membership will be comprised of permanent employees in the following classes:

Captains, Lieutenants, Firefighters, Firefighter/Mechanics, Fire Inspector

The composition of the bargaining unit may be changed from time to time by procedures provided for in RSA 273-A.

- 3.2 Wherever a masculine pronoun is used in this Agreement, the feminine pronoun is assumed.
- 3.3 No employee shall be required to become a member of the Association provided, however, that an employee who chooses not to become a member of the Association shall as a condition of employment, pay a weekly service fee of not more than the regular dues and assessments paid by members of the association.

**Article 4: Negotiation Leave**

- 4.1 Whenever possible, the City Manager and the Association agree to schedule negotiation sessions so as not to interfere with the work schedule of negotiators. If the negotiation sessions are scheduled at a time or place that requires substitutes to be hired in to replace the Association negotiators, the city agrees to excuse up to three (3) such negotiators from their assigned duties without loss of pay and the City will pay for substitutes, if necessary, not to exceed three (3).
- 4.2 The Association shall be granted a total of twenty (20) hours of working time per calendar year for use by its representatives to attend to official Association business. Such time shall be without loss

of time or pay. Notice shall be given at least seven (7) calendar days prior to the use of this time for Association business.

## **Article 5: Non-Strike Clause**

- 5.1 Under no circumstances will the Association or the employees it represents cause, encourage, sponsor, or participate in any strike, stay-in, sick-in, sick-out, work slow downs, picketing of any kind while on duty, withholding of services or any curtailment of work or restrictions or interference with the operation of the Fire Department, or any other department of the City of Lebanon. Any Association member that violates the aforementioned provision shall be subject to disciplinary action.
- 5.2 The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement.
- 5.3 The city shall not invoke any lock-outs against Association members.

## **Article 6: Management Rights**

- 6.1 The City Manager retains the sole right to manage the business affairs and services, and to direct the working force of the Fire Department, (subject to the authority and power reserved by statute to the Chief, Revised Statues Annotated 154:6,8 as amended), including the right to decide the type, number and location of its business and service operations; the methods, processes, and means used in operating them; and the control of the buildings, real estate, materials, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services.
- 6.2 The City Manager further retains the sole right to determine whether and to what extent the work required in operating the Fire Department business and supplying Fire Department services shall be performed by employees covered by this agreement, to maintain order and efficiency in all its department operations, including the sole right to discipline, suspend, and discharge employees for cause, and to hire, lay off, assign, transfer, promote and determine the qualifications of employees, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law. The above rights of the City Manager are not inclusive, but indicate the type of matters or rights which belong to, and are inherent in the responsibilities of, the City Manager. Any and all the rights, powers and authority the City Manager had prior to entering this Agreement are retained by the City Manager except as expressly and specifically abridged or ceded by this Agreement.

## **Article 7: Employee Rights and Responsibilities**

- 7.1 The City agrees that there shall be no discrimination against any employee in the bargaining unit because of membership in the Association or because of presenting a grievance or giving testimony at a grievance hearing. The association agrees that no employee will discriminate in any way against any other employee because of membership or non-membership in the Association.
- 7.2 The City of Lebanon is committed to a policy of equal employment opportunity for all individuals without regard to race, color, religion, sex, sexual orientation, age, national origin, creed, marital status, veteran status or physical disability except where there are bona fide occupational qualifications, in administering this policy, applicants and employees are given equal consideration in hiring, transfer, promotion, training, layoff, or termination.

## **Article 8: Probationary Employees**

- 8.1 Each new full time employee shall serve a probationary period of twelve (12) consecutive months. Probationary employees will receive wages and benefits as described in this agreement with the exception of Articles 4, 14, 16, 27, 31, 35 and 43.
- 8.2 An evaluation shall be conducted prior to the end of the employee's probationary period of employment. If the evaluation is satisfactory and the employee has been certified according to the provisions of NH State Law, then the employee shall become a permanent employee of the fire department.
- 8.3 Employees having successfully completed the probationary period but who have not obtained required certification as described in New Hampshire law because of illness, injury, military service, special duty assignments, the unavailability of an instructor, a course, or a program may be reassigned to attend daytime training courses as would a probationary employee as outlined below. Failure to obtain certification within the time period specified by law shall be cause for termination and shall not be grievable.
- 8.4 Probationary employees may be assigned to work Monday-Friday day shifts when required to attend mandatory training, as follows:

Probationary employees will be given two (2) weeks notice of the intended change.

Probationary employees will be given at least two days off before beginning day shifts and at least 2 days off prior to being returned to regularly assigned shift.

Probationary employees will be paid for hours worked with a minimum of 42 hours pay per week.

Time worked over 42 hours during the period of reassignment will be paid at time and one half.

- 8.5 Probationary employees will accrue vacation time monthly, however vacation time may not be used until successful completion of the probationary period.

## **Article 9: Duration of Agreement**

- 9.1 This agreement shall become effective on the date signed, and shall remain in effect in full force until December 31, 2012.
- 9.2 It may not be added to, deleted from, or otherwise altered except through voluntary consent of the parties in written and signed amendment to this agreement.
- 9.3 If no agreement is reached by January 1, 2013, this Agreement shall remain in effect until a new agreement is reached.
- 9.4 Upon implementation of this contract, the parties agree to the following as it pertains to retroactivity, in addition to what is specified in individual articles elsewhere:

The terms of the contract shall be retroactive to January 1, 2009 except:

1. Article 19, uniforms, shall be effective July 1, 2010.
2. With respect to non-use of sick time and personal days, each employee shall be credited the 3 additional personal days that would have accrued January 1, 2009 in the first pay period in January, 2010, or as soon as the contract is implemented, for a total of 8 personal days for 2010.

## **Article 10: Separability**

- 10.1 If any provision of this agreement or any application of this Agreement to any employees covered by this Agreement is found contrary to law, in a court of competent jurisdiction, then such provision or application will not be deemed valid or subsisting, except to the extent permitted by law. Provided, however, that all other provisions of this Agreement and application thereof shall continue in full force and effect.

## **Article 11: Action on Cost Items**

- 11.1 The City Manager and the Association agree that all cost items of this Agreement must be approved by the City Council. These cost items will be included by the City Manager and Fire

Chief in the Annual City Budget; if the agreement has been executed by the City Manager and the Association at the time the City Council's budget is started. Also, both parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by the City Council.

- 11.2 Until cost items have been approved or until a revised agreement is reached, the compensation and fringe benefits of employees covered by this Agreement shall be continued in accordance with the previous year's schedule. Upon agreement of compensation for this Agreement's duration as outlined in Article 9, such compensation shall be retroactive to January 1, 2009 unless otherwise agreed.

## **Article 12: Notification of Intent to Negotiate**

- 12.1 Either party may notify the other of its intent to modify the Agreement through negotiation no later than June 30<sup>th</sup> of a given year for any contract changes to become effective January 1 of the following year.

## **Article 13: Seniority**

- 13.1 Seniority is the status achieved by length of continuous satisfactory full-time employment in the Fire Department. The Fire Chief shall draw up a written listing of the names of the full-time permanent employees of the Fire Department, arrange in order of decreasing seniority, and shall cause it to be posted on or before January 31<sup>st</sup> of each year.
- 13.2 Vacation selection shall be made on a first come basis providing that if two employees request the same vacation time, then the employee with the most Department seniority will receive that vacation selection.
- 13.3 The Fire Chief and City Manager may consider the seniority status of applicants for promotion along with all other qualifications, but potential, ability and performance, as judged by the Fire Chief and City Manager shall be the principle criteria. These same criteria shall be applied to selection, assignment and retention of employees. The City Manager and Fire Chief, in determining the active ability and performance of employees for promotion, shall base their decision on regular evaluation reports and any special inquires which may have been conducted for this purpose.

## **Article 14: Promotion**

- 14.1 No supervisor shall deny an employee permission to apply for a vacant position in any City Department or office which will afford a promotional opportunity.

- 14.2 To assure that employees are afforded opportunities for promotion, vacancies will be posted within the City. Such posting shall include, but not be limited to, the required qualifications for the position, as well as a description of the testing procedure and at least fifteen (15) days before the test, there shall be posted a specific description and list of the tests to be used.
- 14.3 Current employees are encouraged to apply for any vacancy for which they meet the requirements of the position.
- 14.4 When a City employee's qualifications are equal to those of outside applicants, the City employee shall be given preference.
- 14.5 When two or more city employees appear equally qualified for promotion, preference shall be given to the employee with greater seniority.
- 14.6 All promotions are subject to a six month probation period except for new hires in which case the probation shall be one year.
- 14.7 Employees who fail to fulfill their probationary period after receiving a promotion shall receive a written explanation of the specific reasons therefore.

#### **Article 15: Reduction in Force**

- 15.1 In the event it becomes necessary to reduce the number of employees, (due to reasons of economy, or elimination of positions or programs); the basis for the decision to retain employees shall be seniority.

#### **Article 16: Temporary Service Out of Rank**

- 16.1 An Employee assigned to temporarily assume the responsibilities and duties of a position other than their own, shall receive increased compensation for such assignment. Each assignment shall be for at least one full time work shift in duration, but shall not be longer than ninety days in duration.
- 16.2 Such temporary assignment shall be authorized in writing by the Chief of the Department or his designee.
- 16.3 The rate of increased compensation shall be at the minimum rate of pay for the position, or 5% above the employee's regular rate, whichever is greater.

#### **Article 17: Hours of Work/Overtime**

17.1 The normal hours of work shall be forty two hours per week (tour of duty) averaged over an eight week period divided into increments of ten and fourteen hours. The ten hour increments shall be known as day shifts (0700-1700 hrs), and the fourteen hour increments shall be known as night shifts, (1700-0700 hrs). Tour of duty is two day shifts, and two night shifts, four shifts.

17.1.1 The Fire Inspector(s) will work an 8 hour day, Monday through Friday, between the hours of 7am and 5 pm. The Inspector(s) will be paid based on a 40 hour work week. Any additional time worked above and beyond the previous defined business day will be paid at time and one half.

17.1.2 The city retains the right to alter working hours as below:

In the event that the city increases staffing levels during daytime hours Monday through Friday, these additional personnel shall be assigned to work Monday through Friday days for a total of 42 hours per week.

This modified work schedule shall be offered to current employees by seniority. If no current employees are interested then this position(s) shall be filled as all vacancies are currently filled.

An employee who is hired under the above modified schedule shall be offered any regular vacancy as they become available before proceeding to fill as above.

The City agrees that no more than 2 persons will be assigned to the above altered schedule.

17.2 The work week for the purpose of establishing a weekly payroll and employee attendance shall be 0000 hours Sunday to 2359 hours on Saturday. Payroll sheets are due by 1800 hours on Sunday.

17.3 The minimum callback compensation shall be two and one-half hours, at time and one half the normal hourly rate. Any portion of time after the minimum hours shall be paid at time and one half to the nearest quarter hour; that is, payment for the full quarter hour shall be made after the first seven minutes of one quarter hour have been worked.

17.3.1 An airport callback shall be defined as the following: 1) Physically reporting to the airport for a scheduled flight, or 2) the cancellation or delay of the scheduled flight by more than one hour, with less than two hours notification provided to the employee. The airport minimum callback shall be two and one-half (2.5) hours paid at the employee's overtime rate. Time shall begin when the member reports for duty, up to one half hour prior to the scheduled flights' arrival/departure time. Any time worked over two and one- half hours will be paid at the employee's overtime rate to the nearest quarter hour.

17.4 Time calculations for call back shall begin at the tone out or dispatch of the emergency duty. Termination of the time period shall be when an individual is released from duty, but in no case shall permanent personnel be required to stay longer than call personnel, or beyond the time when

the duty officer or officer in charge of the incident determines that the duties of the permanent personnel for the emergency are no longer required.

- 17.5 For the purpose of calculating annual salary, multiply the hourly rate by 2,184 hours.
- 17.5.1 For the purpose of calculating annual salary, of the Fire Inspector, multiply the hourly rate by 2,080 hours.
- 17.6 Additional tone out(s) or dispatch prior to release from duty as described in 17.4 above does not constitute a separate call back.
- 17.7 Any employee, who is scheduled to work an overtime shift or duty, shall notify the City at least two hours in advance if said employee is unable to work such overtime shift or duty. Notification means the City dispatch center or duty officer at station 1. This clause does not cover employees who call in sick for work.
- 17.8 If the City cancels an overtime shift, drill or meeting it shall use its best efforts by paging the member(s) with the City issued alphanumeric pagers at least two (2) hours in advance of the scheduled time of such drill, shift, or meeting. In the event that an employee is not provided with the two (2) hours advance notice of the cancellation of such drill, shift or meeting, the employee shall be paid a minimum of two (2) hours.
- 17.9 Any employee who works in excess of the normal shift, shall be compensated at the rate of one and one-half times his regular hourly rate unless covered under the call back provisions of this contract. Said overtime shall be computed to the nearest quarter hour.

## **Article 18: Lodging**

- 18.1 The City will provide dormitory facilities to include beds, pillows and blankets.
- 18.2 The City will provide kitchen facilities to include stove, refrigerator, dishwasher, table and chairs, microwave, coffee maker, pots, pans and non-consumable utensils.
- 18.3 With respect to the types of equipment listed in 18.1 and 18.2 that are to be provided by the City, that decision making power will rest solely with the City of Lebanon.

## **Article 19: Clothing**

- 19.1 Employees covered by this agreement shall be in uniform while on duty, as directed by the Fire Department policies. In order to conform to this policy, the City agrees to provide each Association member with the uniforms necessary.
- 19.2 The initial uniform allotment for each employee shall be as follows:

Long Sleeved "Class B" shirt	1
Long Sleeved "Class A" shirt (white)	1
Short Sleeved "Class B" shirt	1
Duty Uniform Pants	6
Duty Uniform Shorts	2
Mock T Long Sleeved Shirts	6
Tee Shirts	6
"Job Shirt" style sweatshirts	4
Tie	1
Jacket	1
Work Boots, zippered, compliant with NFPA 1999	1 Pair
sneaker type work toe work shoes	1 Pair
Badge, Breast	2
Badge, Cap	1
Collar Pins	1 Pair
Double Breasted "Class A" Suit (Jacket and Trousers)	1
Trench Coat, rain repellent, suitable for "Class A" wear	1
Uniform Hat, suitable for "Class A" wear	1
Uniform Cap, baseball style	1
Belt	2

19.3 Annually on or about July 1, each employee shall be issued:

Duty Uniform Pants	2
Duty Uniform Shorts	1
Tee Shirts	4
"Job Shirt" style sweatshirts	1
Work Boots, zippered, compliant with NFPA 1999 or sneaker type work shoe	1 pair

19.4 A cleaning service will be provided by the City at its own expense on a twice a week pick up and delivery basis.

19.5 The City shall replace uniforms damaged in the line of duty, or which become unfit for wear as determined by the City through the course of normal wear.

19.6 The City shall provide services to sew on patches or decals required by the City, and to make any necessary alterations to uniforms which may be required.

19.7 In accordance with NFPA 1500, Standard on Fire Department Occupational Safety and Health Programs, the City shall provide the following protective clothing to each employee, all of which shall comply with the most recent edition of NFPA 1971 or other applicable NFPA standard:

Helmet for Structural firefighting	2
Protective coat for structural firefighting	2
Protective pants for structural firefighting	2
Gloves for structural firefighting	2 Pair
First quality insulated structural firefighting boots	2 Pair
Protective Hood for structural firefighting	2
Individual SCBA Face Mask	1

Additionally, the City shall provide the following protective clothing to each employee:

Mittens	2 Pair
Extrication or Mechanic's Gloves	1 Pair
Forestry/Rescue Helmet with Goggles	1
Forestry shirt meeting most recent NFPA 1977	1

19.9.1 The City shall additionally provide the following approved protective clothing to each Fire Inspector:

Coveralls	2
Construction Hard Hat	1

- 19.8 All personal property of an employee which is lost, damaged, or destroyed while the employee is performing his duties shall be repaired or replaced by the City to a maximum total of \$500 per calendar year per employee.
- 19.9 Each employee shall be issued the following accessories:
- |  |   |
|--|---|
| turnout gear bag   | 1 |
| nylon belt holster capable of holding Trauma scissors, flashlight, and knife | 1 |
| trauma scissors  | 1 |
| multipurpose tool of an equivalent quality to "Leatherman"                   | 1 |
- 19.10 Accessories and other department issued items which are lost, damaged, or destroyed shall be repaired or replaced by the City.

**Article 20: Education**

- 20.1 All employees shall be encouraged to take job related education and training. Such education and training shall be of the type that contributes to the professional development and the ability to perform in positions required of the employee. All courses must be approved in advance by the Fire Chief and costs shall not exceed the amount in the budget.
- 20.2 When selecting training programs to be provided to employees the City shall preferentially select recognized or accredited courses and/or courses that confer a nationally recognized certification, i.e. National Board on Fire Service Professional Qualifications (ProBoard), when such courses are available and will meet or exceed the objective.
- 20.3 Compensation for educational and training programs shall be as follows:
- A. College Credit Courses: Upon completion of course with final grade of C or above, the employee shall be reimbursed the full cost of tuition and required books. Books will remain the property of the employee.
  - B. Other Training:
    - 1. Tuition and fees shall be paid by the City.
    - 2. Meals shall be reimbursed to a daily maximum of the U.S. General Services Administration (GSA) standard Meals and Incidental Expenses (M&IE) per diem rate for the location of the course.
    - 3. The City may provide a vehicle, or shall reimburse the employee for the use of the employee's own vehicle at the current U. S. Internal Revenue Service mileage rate for business.

4. The City may provide air travel arrangements, or shall reimburse the employee.
  5. The City may provide for lodging at a remote site, or shall reimburse the employee up to a nightly maximum of the GSA maximum per diem lodging rate for the course location, only when the course location is more than 120 miles from Station 1. This shall include the night before and after any scheduled full day of training. If less than 120 miles, lodging may be granted at the discretion of the Chief or designee.
- 20.4 If any course approved by the chief or designee falls on the same date as a scheduled duty shift, either day or night, the employee shall not be required to work, and if coverage is required, said shift will be covered by full time personnel. This article shall not apply to EMS Refresher Training Programs.
  - 20.5 When attending mandatory training an employee shall not be required to work either the day or night shift on the date preceding the training, and shall not be required to work for 48 hours after completion of 24 hours or 3 days of training, or 72 hours after completion of 4 or more days of training. This article shall not apply to EMS Refresher Training Programs.
  - 20.6 If an employee terminates his/her service within two (2) years after receiving an educational reimbursement for college level courses, he/she will reimburse the City for course(s) taken from two (2) years prior to termination to the date of said termination. Employees who retire, those who leave because of a disability and those who are involuntarily dismissed are exempt from this requirement.
  - 20.7 If an employee terminates employment within two (2) years of completion and receiving certification from a paramedic training program provided by the City, he/she will reimburse the City for course tuition as follows: within 1 year 75% of course tuition, and 2 years 50% of course tuition. Employees who retire, those who leave because of a disability and those who are involuntarily dismissed are exempt from this requirement.
  - 20.8 Employees will acquire and maintain the following certifications and/or licensures:
 

Employees hired prior to January 1, 2009: EMT-Basic as a minimum, with current level of EMS certification to be maintained.

Employees hired on or after January 1, 2009: EMT-Intermediate as a minimum, with current level of EMS certification to be maintained.

Airport Rescue Firefighting (ARFF) certification. (ARFF Recertification shall be subject to the Lebanon Airport maintaining Class I Certification and funding by the Lebanon Airport)

The employee's INTENT must be to acquire and maintain the required certification and licensure. i.e. Attendance at courses, scheduled refreshers and continuing education as may be required.
  - 20.9 It is understood that certification is contingent on many things outside of the control of the employee, particularly in the case of the advanced EMT (Intermediate or Paramedic). It is further

understood that there may be occasions where a 3<sup>rd</sup> party may exert influence on the certification and/or licensure status of an employee.

Any influence outside of the disciplinary procedure outlined in article 35 of this agreement will NOT have bearing on the employee's continued employment or status in pay or other benefits.

When an employee has acted with the intent to maintain certification, but certification is lost through the influence of a 3<sup>rd</sup> party or through unavoidable circumstances (e.g. military service, disability, family emergency, lack of a program or instructor) there will be no effect on the employment status of the employee except the loss of incentive pay for which the employee would normally be entitled for having the certification, and the City and the employee will make mutually agreeable arrangements to resolve the situation when possible and practical.

- 20.10 An employee having just cause may petition the Executive Board of the Union in writing for permission to reduce in level or discontinue a certification that would otherwise be required. The Executive Board of the Union shall present their recommendation to the Fire Chief. The Fire Chief shall not unduly deny such requests.
- 20.11 The City shall make provisions for all employees to maintain the required certifications including refresher programs and ongoing education or experience requirements.
- 20.12 The City shall schedule the following recertification classes annually, to meet the requirements of the National Registry of EMTs:  
  
Refresher Training Programs for all levels  
CPR  
ACLS  
PALS
- 20.13 EMS Refresher Training Programs will be scheduled and the dates announced to all employees no fewer than 90 days in advance.
- 20.14 Employees failing to attend training provided by the City will not be relieved of their obligation to maintain their certification and license.
- 20.15 Employees who do not complete the City-provided recertification classes will meet this obligation at their own time and expense UNLESS an extenuating circumstance such as authorized leave as described in Article 23 (planned prior to announcement of course dates), any leave described in Article 25, injury or illness leave as described in Article 28, or longer term injury or illness.
- 20.16 When a course location is deemed (by the Fire Chief) to be within reasonable response time to the City, employees on duty may remain on duty with no coverage provided. When coverage is to be provided, it shall be provided by full-time employees.

- 20.17 If calls or other Department related duties (as verified by the Chief) have prevented an employee from completing the objectives of an on-duty recertification class, the City agrees to provide for another class, on duty or otherwise.
- 20.18 Employees attending recertification training that does not coincide with a scheduled duty shift shall be compensated at one and one-half times their normal hourly rate.
- 20.19 Whether the course is in-house, on duty or otherwise situated the City will pay the cost of tuition and expenses.

**Article 21: Insurance**

21.1 Health Insurance Hospitalization/Medical Insurance

A. The City agrees to provide the current Blue Choice or equivalent coverage to full-time members. In addition the City will make available through a carrier of its choice other plans including the current JYMC plan as long as they are available.

B. Members shall be responsible for the below health rates:

Effective July 1, 2009	15% premium cost for health insurance
Effective July 1, 2010	16% premium cost for health insurance
Effective July 1, 2011	17% premium cost for health insurance
Effective July 1, 2012	18% premium cost for health insurance

The City shall be responsible for:

- 85% of the premium cost for health insurance in July 2009
- 84% of the premium cost for health insurance in July 2010
- 83% of the premium cost for health insurance in July 2011
- 82% of the premium cost for health insurance in July 2012

C. Points available from the City annually will be based upon the Blue Choice, High Dental, Short Term Disability and Life Insurance Points required for renewal.

D. Health insurance deductions will be made in accordance with section 125 of the Internal Revenue Service Code.

E. In lieu of the above coverage, an employee may at his/her discretion elect alternative benefit options from the menu provided in the City's flexible benefit plan, provided, however, as to members hired after July 1, 1998 cash payments under the flexible benefit plan shall be limited to not more than the sum of \$150/per month.

- F. The employee's dollar amount contribution to the health insurance premium shall remain frozen at the level in effect at the expiration of the contract until a successor agreement is signed.
- G. The City will also continue to offer the generic maintenance prescription drug rider which has been issued by Blue Cross Blue Shield and is currently in effect.

## 21.2 Workers Compensation

- A. The City shall provide workers' compensation benefits for work related illness, injury, or disability. The income protection plan provided by the City shall consist of application of workers' compensation benefits, accumulated sick and vacation days (should the employee so designate), with the object of maintaining pay for the longest period possible. In this regard, for each day of illness, injury or disability, the following sources of income shall be provided in the order designated:
  - 1) Worker's compensation actually received by the employee, exclusive of any medical reimbursements or credits.
  - 2) Accumulated sick days, at the option and direction of the employee, to be applied in full or partial days.
  - 3) Accumulated vacation time, at the option and direction of the employee, to be applied in full or partial days.
- B. In no case shall the employee be eligible for more than his regular rate of pay.

## 21.3 Income Protection Insurance

The City shall furnish, at no cost to the employee, income protection insurance for each employee for a period of two years. This income protection applies to non-work related injuries, illnesses, and disabilities. This protection will apply after a 15 day waiting period as follows:

- 1) The first 15 consecutive (calendar) days are to be taken as sick leave using the employee's accrued sick leave, if any.
- 2) For the next calendar period of six (6) months, income protection will provide 2/3<sup>rd</sup>s of the employees pay and the employee's accrued sick leave will provide the remaining 1/3<sup>rd</sup>.
- 3) For the remaining year and one half, income protection will provide 100% of the employees pay.

The parties agree that during the term of this contract the City may request that the Long Term Disability language be reopened for negotiations.

21.4 Life Insurance

- A. The City shall furnish, at its own expense, group term life insurance on the lives of employees covered by this agreement, in a principal amount equal to one and one-half (1 ½) times the annual salary of the employee as of January 1 preceding the date of death, rounded to the next highest even one thousand dollar amount. Each employee shall be allowed to, pursuant to the terms in said policy, convert said group term life insurance to the particular insurance carrier's program upon termination of employment with the City for any reason, or upon retirement.

**Article 22: Holidays**

- 22.1 The following shall be paid holidays: January 1<sup>st</sup>, Washington's Birthday, Martin Luther King Jr. Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day, employee's birthday, and any other official legal holiday as declared by statute by the State of New Hampshire General Court or by proclamation by the Governor of the State of New Hampshire, when said proclamation by the Governor of the State of New Hampshire affects State employees and is declared a state holiday.
- 22.2 Employees covered by this Agreement shall receive twelve (12) hours of straight time compensation for each said holiday. Said compensation shall be reflected in the paycheck covering the pay period which the holiday falls or as in 22.3.
- 22.2.1 The Fire Inspector shall have holidays off. The Fire Inspector shall receive an additional eight (8) hours of straight time compensation for each said holiday. Said compensation shall be reflected in the paycheck covering the pay period which the holiday falls.
- 22.3 Holiday pay shall be paid at the direction of the employee: payment shall either be made in the pay period in which the holiday falls, lump sum payment for all annual holidays during the first pay period in December of each year, or employees may elect to receive holiday compensation in the form of vacation time. Vacation time will post no later than the pay period in which the holiday falls. Prior to January 1<sup>st</sup> of each year the employee must notify the Finance Department by way of a Finance Department issued form. If no election is received holidays will be paid in the pay period in which they fall.

Example: The employee elects payment as holidays fall - 12 hours at the employee's current hourly rate will be made to the employee during that pay period.

Example: The employee elects payment for all holidays in December - The employee will be paid 144 hours at his/her current hourly rate the first pay period in December.

Example: The employee elects to have holidays paid as vacation time - 12 hours of vacation time will post to the employees vacation time bank no later than the pay period in which the holiday falls.

This article shall be effective January 1, 2009 or to the collective bargaining agreement ratification.

## **Article 23: Vacation Leave**

23.1 Vacation length for employees covered by this Agreement shall be indicated by years of service which the employee has been employed by the City of Lebanon. Vacation length is described as:

At the completion of one (1) year of service	96 hours vacation
At the completion of five (5) years of service	144 hours vacation
At the completion of ten (10) years of service	192 hours vacation

23.1.1 Vacation length for the Fire Inspectors covered by this Agreement shall be indicated by years of service which the employee has been employed by the City of Lebanon. Vacation length shall be earned as follows:

At the completion of one (1) year of service	81 hours vacation
At the completion of five (5) years of service	120 hours vacation
At the completion of ten (10) years of service	162 hours vacation

23.2 The maximum amount of vacation time that an employee may carry over to the following year shall be equivalent to the number of hours which they will accrue in the following year plus ninety-six (96), except in special circumstances when the City Manager may grant carry over of up to and including an additional ninety-six (96) hours of unused vacation after written receipt of request for such. Any request for such carry over must be submitted to the City Manager five (5) weeks before the employee's anniversary date.

23.3 Every effort shall be made by association members to give at least seven (7) days notice for vacation time off. If coverage cannot be found and request for time off was submitted less than (7) days prior to the requested time off or the request is for New Years Day, Fourth of July, Thanksgiving Day, or Christmas Day, the request may be denied by the Chief or his designee.

23.4 Upon retirement or resignation, voluntary and in good standing, an employee shall receive pay for any unused portion of his vacation and for the pro-rated portion of vacation earned from his last anniversary to the effective day of his resignation.

23.5 There shall be no pay for unused or earned vacation for any employee with less than one year service, or who is summarily dismissed or who resigns or quits without two weeks notice.

- 23.6 Vacation time may be used in any method, except vacation time may not be used less than one (1) shift per use; without permission of the Fire Chief.
- 23.7 For the purpose of calculating vacation leave, tenure with the City is listed in Article 32.
- 23.8 No more than two members will be allowed time off for vacation and/or personal days (see article 24, section 24.3) except as otherwise expressly approved by the Fire Chief or his designee.

**Article 24: Personal Leave**

24.1 Each employee covered by this Agreement is entitled to five (5) paid personal days per calendar year. Personal days shall not be accumulated from year to year.

24.2 Personal days shall be earned the twelve months prior to January 1<sup>st</sup>. For new employees, the following shall be available in the calendar year following the year of employment:

Employed January, February, March	5 Days
Employed April, May, June, July, August, September	2 Days
Employed after September 30 <sup>th</sup>	1 Day

24.3 Personal days (shifts) must be requested at least twenty four (24) hours prior to intended personal leave. A request for, and the use of a personal shift shall not be denied, except when more than two members per shift will be off at the same time for personal days, and/or vacation (see article 23, section 23.8) except as otherwise expressly approved by the Fire Chief or his designee or in the case of an emergency as declared by the Fire Chief or his designee.

**Article 25: Other Leave of Absence**

25.1 Professional Leave. A leave of absence with pay may be granted by the City Manager to any employee to permit the employee to attend training schools, professional meetings, conferences or conventions, or any other justifiable reasons considered to be in the best interest of the City.

25.2 Special Leave. Leave of absence with pay, which is one (1) working day or less in duration, may be granted at the discretion of the Fire Chief to any employee for dental appointments, appointments for physical examinations, transportation of a sick member of his family to or from a hospital or doctor's office, or for any justifiable reason. Such time shall be charged to sick time and shall not be grievable, according to Article 27.

25.3 Bereavement Leave.

A. Each permanent and probationary employee covered by this Agreement shall be entitled to a maximum of five (5) working days of bereavement leave with pay because of death of any immediate family member, said leave to be taken during the seven (7) days following death, unless an extension for extenuating circumstances is granted by the Fire Chief. Immediate family includes: parent, spouse, significant other, sibling, or child, or step relation of like degree, or the employee's spouses or significant others parent or sibling, and relative domiciled in the employee's household.

B. Funeral leave of one (1) working day, with pay for the purpose of attending the funeral, shall be granted an employee in the event of death of his grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle or step relation of like degree or significant others.

C. Under extenuating circumstances, two (2) additional days off may be granted, with pay.

#### 25.4 Jury Duty

A. An employee, covered by this Agreement called as a juror will be paid the difference between the fees received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

B. Employees who are called to jury duty and are excused from jury duty for a day or days shall report to their regular work assignments as soon as possible after being excused.

25.5 Military Duty. Each employee, covered by this Agreement, who is a member of the National Guard or Reserve unit of any military division of the Armed Forces of the United States, shall be granted a leave of absence for the time required to fulfill military reserve training each calendar year. The City shall pay the employee the difference between his normal pay and his military pay when the latter is less, for a maximum of two (2) weeks per year.

25.6 Community Service: The purpose of this article is to encourage employees to volunteer their time and talents to civic groups and community organizations within the City of Lebanon during the employee's normal working hours without the loss of pay.

The guidelines for use of Community Service Time (CST) are as follows:

A. Each employee will receive 24 hours of CST on January 1 of each year. CST must be approved at least 24 hours in advance by the Fire Chief or his designee.

B. CST may be used only when coverage (overtime cost incurred to the City) is not required.

C. Employees may attend CST events on-duty (when coverage would otherwise be required) as long as attendance does not affect service delivery and the employee is immediately available to respond to emergencies.

### **Article 26: Leave of Absence Without Pay**

26.1 Each employee, covered by this Agreement shall be entitled to a leave of absence without pay from his regular employment of a maximum of ninety (90) working days at one time.

26.2 Unpaid leaves of absence shall be requested in writing by the employee to the Fire Chief and the City Manager for approval or denial. The request shall state the amount of time and reason for leave.

26.3 United States Military Service

A. Any employee who is drafted, volunteers or is recalled to active duty with the Armed Forces of the United States shall be granted, upon request, an extended unpaid leave of absence beyond the maximum ninety (90) days for the term of his duty.

B. Upon separation, discharge or release from active duty with the Armed Forces of the United States, the employee shall notify the Fire Chief of the employee's intention to return to work within ninety (90) days from the date of separation, discharge or release. If the employee fails to give notice in the time allowed the employee shall be considered terminated from employment. If an employee is not accepted for military service, the employee shall be reinstated without loss of seniority, status or reduction in pay.

C. Any regular employee who leaves the employ of the City to enter military service with the Armed Forces of the United States may elect to be paid for any accrued and unused vacation time to which the employee would be entitled, as though actually separating from the City.

## **Article 27: Grievance Procedure**

27.1 Procedure

A. Step 1- Fire Chief. The aggrieved employee shall submit any grievance within seven (7) calendar days of the date of the occurrence to the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the grievance, the Fire Chief shall render a written decision on the grievance.

B. Step 2- City Manager. The aggrieved employee may file an appeal of the Step 1 decision within seven (7) calendar days of receipt of the Step 1 decision with the City Manager or his designee. The City Manager shall render a written decision on the appeal within (7) calendar days of his receipt of the appeal.

C. Step 3- Arbitration. Should the City Manager's decision in Step 2 above be unsatisfactory to the aggrieved employee, the employee may file a request for the appointment of an arbitrator with the Public Employee Labor Relations Board (PELRB) within seven (7) days of receipt of the City Managers decision. An arbitrator shall be selected by the City and the Association according to the rules established by the PELRB. The arbitrator so selected by the parties shall make a final and binding decision upon the merits of the grievance. The parties shall share jointly the expenses of the arbitrator.

- 27.2 If at any point during the first two steps of the aforementioned procedure, either the City or the Association fails to adhere to the time schedule as outlined, the grievance shall automatically move to the next step unless a time extension is mutually agreed to.
- 27.3 After presentation of the grievance, any time limit thereafter required may be extended to a date certain by the mutual written agreement of the parties.
- 27.4 Notwithstanding the procedure set forth above, the employee shall have the right to be represented by an association representative in any stage of the previous procedure.

## **Article 28: Sick Leave and Accumulation**

- 28.1 Employees covered by this Agreement shall be entitled to 12 hours of sick leave for each full month worked. All employees may accumulate up to 726 hours of accumulated sick time.
  - 28.1.1. The Fire Inspector shall be entitled to ten (10) hours of sick leave for each full month worked. The Fire Inspector can accumulate up to 690 hours of accumulated sick time.
- 28.2 Sick leave shall commence on the day of notification of illness is given by, or on behalf of, the employee to the shift commander. Notification shall be given as early as possible to within 1 hour of the start of the assigned shift. The City has the right to take reasonable steps to verify an illness and to insure the proper use of sick leave. Such steps included, but are not limited to: (1) requiring an employee to justify each day of sick leave if the employees sick leave record indicates a pattern use of sick leave; (2) the Fire Chief has reason to believe that the benefit is being abused; (3) if an employee is on sick leave for a full tour of duty, the employee shall provide the Fire Chief, if requested, with a medical report confirming the employee is fit for duty; (4) an employee who uses in excess of 120 hours sick leave of 3 shifts or less in a calendar year, may be sent, at the City's expense, for a medical evaluation to determine fitness for duty by the City occupational health facility. An employee may use sick leave for the situation in which a member of the employee's immediate family is so sick as it requires the employee's presence at home. Said use shall not exceed one day in duration unless given direct permission by the Fire Chief or his designee for each additional day of use.
- 28.3 If an employee received workers compensation from a second job, sick leave pay shall be reduced so the total of the City sick pay and second job workers compensation shall not exceed the normal City pay. Sick pay may be denied if the necessary proof of other compensation is not provided.
- 28.4 Accumulated sick days shall not be payable to any employee who is dismissed. An employee with 10 through 19 years of service who retires, dies, or voluntarily resigns after giving at least two (2) weeks notice, shall be compensated at his current rate for each accumulated sick hour up to a maximum of 310 hours. An employee with twenty (20) or more years of service shall be eligible for similar compensation up to a maximum of 610 hours.

- 28.4.1. Accumulated sick days shall not be payable to any employee who is dismissed. The Fire Inspector with ten (10) through nineteen (19) years of service who retires, dies, or voluntarily resigns after giving at least two (2) weeks notice, shall be compensated at his current rate for each accumulated sick hour up to a maximum of 297 hours. The Fire Inspector with twenty (20) or more years of service shall be eligible for similar compensation up to a maximum of 580 hours.
- 28.5 Each member who presents a written request to the Fire Chief may transfer up to 300 hours of their own sick time per calendar year to another employee within the fire department who lacks sufficient sick time to cover an illness or an injury.

Multiple transfers may be made but shall not exceed 300 hours per calendar year.

Members donating sick time will not be eligible to donate sick time from their balance, to another member, which would cause the donating member's balance to fall below 364 total hours.

Probationary employees are not eligible to receive any payment from the sick bank.

## **Article 29: Pay Plan**

- 29.1 Effective the first pay period in January 2009, a pay plan shall be established with eight (8) grades. There shall be a Firefighter grade with seven (7) steps, a Firefighter Paramedic grade with seven (7) steps, a Fire Inspector grade with four steps, a Fire Inspector Paramedic grade with 4 Steps, a Lieutenants grade with four (4) steps, a Lieutenant Paramedic grade with four (4) steps, a Captains grade with four (4) steps and a Captain Paramedic grade with four (4) steps. Pay listed is both annual and hourly, and are outlined for normal work hours. This pay plan will transition into wage ranges based on the above eight (8) grades as designated below and commencing after December 31, 2011.
- 29.2 Each employee covered by this Agreement shall be paid according to the plan outlined below.

A. Step Pay Plan 2009:

Position & Grade	Hourly Rate	Annual
Firefighter		
A	\$ 18.92	\$ 41,321.28
B	\$ 19.48	\$ 42,544.32
C	\$ 20.02	\$ 43,723.68
D	\$ 20.62	\$ 45,034.08
E	\$ 21.33	\$ 46,584.72
F	\$ 21.95	\$ 47,938.80
G	\$ 22.65	\$ 49,467.60
Lieutenant		
A	\$ 23.04	\$ 50,319.39
B	\$ 23.78	\$ 51,935.52
C	\$ 24.53	\$ 53,573.52
D	\$ 24.99	\$ 54,578.16
Captain		
A	\$ 25.43	\$ 55,539.12
B	\$ 26.27	\$ 57,373.68
C **	\$ 27.12	\$ 59,230.08
Fire Inspector		
A	\$ 23.21	\$ 48,276.80
B	\$ 23.96	\$ 49,836.80
C	\$ 24.71	\$ 51,396.80
D	\$ 25.67	\$ 53,393.60

Position & Grade	Hourly Rate	Annual
Firefighter-Paramedic		
A	\$ 20.48	\$ 44,728.32
B	\$ 21.04	\$ 45,951.36
C	\$ 21.58	\$ 47,130.72
D	\$ 22.18	\$ 48,441.12
E	\$ 22.89	\$ 49,991.76
F	\$ 23.51	\$ 51,345.84
G	\$ 24.21	\$ 52,874.64
Lieutenant - Paramedic		
A	\$ 24.60	\$ 53,726.40
B	\$ 25.34	\$ 55,342.56
C	\$ 26.09	\$ 56,980.56
D	\$ 26.55	\$ 57,985.20
Captain - Paramedic		Annual
A	\$ 26.99	\$ 58,946.16
B	\$ 27.83	\$ 60,780.72
C **	\$ 28.68	\$ 62,637.12
Fire Inspector - Paramedic		
A	\$ 24.77	\$ 51,521.60
B	\$ 25.52	\$ 53,081.60
C	\$ 26.27	\$ 54,641.60
D	\$ 27.23	\$ 56,638.40

Note: \*\* - Fire Officer I & II Certification shall be required to move to these steps.

B. Educational Incentives

The following educational incentives shall apply to employees providing proof of certification or a diploma.

EMT-Intermediate	\$ 0.22
Fire Officer I & II	\$ 0.34
Firefighter III	\$ 0.12
Associates Degree	\$ 0.10
Bachelors Degree	\$ 0.20
Fire Inspector II	\$ 0.17
Fire Investigator I	\$ 0.17
Fire Investigator II	\$ 0.17

- C. Upon signing of the agreement the City shall pay each employee retroactively 4% of their total Year to Date Gross earnings for the first pay period in January, 2009 through the last pay period in December, 2009 and thereafter at the rate as provided in the agreement.
- D. Effective January 1, 2010, the steps shall be increased by the NE Urban CPI based upon June. In no case shall the increase be less than two percent (2%), nor greater than four percent (4%) based upon CPI June 2008 – June 2009.

Effective January 1, 2011, the steps shall be increased by the NE Urban CPI based upon June. In no case shall the increase be less than two percent (2%), nor greater than four percent (4%) based upon CPI June 2009 – June 2010.

Effective January 1, 2012, each employees wage rates shall be increased by the NE Urban CPI based upon June. In no case shall the increase be less than two percent (2%), nor greater than four percent (4%) based upon NE Urban CPI June 2010 – June 2011. Employees rates shall be in a wage range and increases will be based on the below.

Effective January 1, 2012 a range will be established utilizing, as a minimum, the bottom step and top step of each position.

29.3 Performance Evaluations

Effective July 1, 2009 the City shall implement a performance evaluation system for all employees. Evaluations will be completed to implement a system and to develop training and/or career development goals for the 2010 Budget. The evaluations utilized by the City, will become part of this agreement and attached and referenced in the appendices.

The City will conduct performance evaluations on or before an Employees' anniversary date of hire or promotion. Effective January 1, 2010 through December 31, 2010, the city shall introduce a

pass/fail performance evaluation. If an employee has a successful performance evaluation (a score of 40 or greater) they shall be moved to the next step, if eligible.

The parties agree that the evaluation system in effect as of September 2009 shall be the agreed upon evaluation system. (See attached).

Effective January 1, 2011 through December 31, 2011, the city shall remain with a pass/fail performance evaluation. If an employee has a successful performance evaluation (a score of 40 or greater) they shall be moved to the next step, if eligible.

Effective January 1, 2012 and annually thereafter, the below shall prevail:  
The City will conduct performance evaluations on or before the employee's anniversary date of hire. Employee's hourly rate will increase as follows:

- Any employee who receives a total score of 40 or greater shall receive a 1% pay increase within a pay range.
- Any employee who receives a total score of 60 or greater shall receive a 2% pay increase within a pay range.
- Any employee who receives a total score of 80 or greater shall receive a 3% pay increase within a pay range.

Should the parties fail to execute a successor collective bargaining agreement then the city shall continue to grant performance increases for each employee based upon their evaluation.

Probationary employees hired on or after January 1, 1012 shall be placed at the beginning point in the range. Upon completion of their probationary period they shall be subject to the performance evaluation system as described in Article 29.3.

Performance evaluations may be grieved through the grievance procedure when an employee receives an overall rating of 59 or less.

The parties agree that the implementation of the evaluation system does not constitute a significant exercise of discretion by the Captains and Lieutenants. Further, the implementation of this evaluation system is not a change in circumstances from the authority previously exercised by the Captains and Lieutenants.

### **Article 30: Employee Evaluations and Fitness for Duty**

30.1 The Fire Chief shall prepare a fair and equitable evaluation system for Fire Department employees. This evaluation system shall accomplish:

- A. Fairly and accurately assess an employee's strengths, weaknesses, and potential for growth.
- B. Encourage and guide the employee's development of their special skills and work interests.
- C. Assure the granting of step increases and consideration for more responsible work based on said evaluation.
- D. Provide a method of improving operational programs through employee input.
- E. Identify training needs of the Fire Department.

**Article 31: Longevity Pay**

31.1 Employees covered by this Agreement, and who have completed at least five (5) years of full time employment with the City of Lebanon, shall be compensated by additional hourly pay for long service as follows:

<u>Years of Service</u>	<u>Additional Hourly Pay</u>
After 5 years of service	\$0.046 per hour
After 10 years of service	\$0.092 per hour
After 15 years of service	\$0.138 per hour
After 20 years of service	\$0.183 per hour
After 25 years of service	\$0.228 per hour
After 30 years of service	\$0.32 per hour

A longevity list shall be posted at least once a year in the Fire Department.

31.2 Any Employee hired after January 1<sup>st</sup>, 1989, shall not be eligible for longevity benefits.

**Article 32: Anniversary Dates**

32.1 For the purpose of calculating vacation leave, sick time accumulation and longevity compensation, the City shall refer to the employee's anniversary date of employment with the City as described in Article 29.4 D above. See attachments 1 & 2

32.2 Reciprocity: Any member in good standing of the Lebanon Fire Department's Call Force or any Career Firefighter from another full time fire department shall be granted one year credit for every three years served upon appointment to the Lebanon Fire Department. Said credit shall be for all new hires after January 1<sup>st</sup>, 1990. Said credit shall be used for determining vacation and placement in the pay plan, but not for seniority.

### **Article 33: Association Meetings**

- 33.1 The City agrees that members of the Lebanon Permanent Firefighter's Association may hold their regular and special meetings at the Lebanon Fire Station 1 and 2.
- 33.2 The City further agrees to allow employees covered by this Agreement to attend said meetings, while on duty, provided this does not cause undue hardship for the City.

### **Article 34: Association Dues**

- 34.1 The City agrees to deduct Association dues from each member from weekly paychecks. The Association shall certify the level of dues to the Financial Department in writing. The Association agrees to give thirty (30) days notice of any change in dues amount.
- 34.2 Should direct deposit be made available to any other collective bargaining unit within the City, such service will be made available but in no case mandatory to this associations members.

### **Article 35: Disciplinary Action**

It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the Lebanon Fire Department.

- 35.1 In general, the tenure of employment of any person holding a Fire Department position by appointment of or employment by the City of Lebanon shall be predicated upon good behavior, the satisfactory performance of duties, necessity for the performance of duties, and the availability of funds.
- 35.2 Disciplinary action shall normally follow in the following sequence provided, however, disciplinary action may be taken out of sequence depending upon the severity of the infraction:
  - A. Oral Warning
  - B. Written Warning
  - C. Suspension Without Pay
  - D. Discharge
- 35.3 Acts for which disciplinary action may be imposed shall include but not be limited to:
  - A. Acts of insubordination toward a supervisory employee, the Fire Chief, or City Manager, including breaches of reasonable written standards of Departmental operations or Department procedures as established from time to time by the Fire Chief.

- B. Willful and frequent neglect of duty, including absence without leave in excess of one (1) work day.
- C. Use of alcoholic beverages while on duty, or reporting for duty in an intoxicated condition.
- D. Disregard for or frequent violation of City Ordinances and State law.
- E. Conviction of any felony.
- F. Willful misuse, misappropriation, or destruction, theft, or conversion to personal use and gain of City property, materials, equipment or service.
- G. Frequent and habitual tardiness and/or absenteeism from duty.
- H. Acceptance of cash, gifts, or other items of value for performance of special favors through any municipal service to as to create a financial charge against any municipal budget account.
- I. Failure, upon adequate notice and after a reasonable period of time within which to correct the condition in question, to correct a physical condition which interferes with the employee's ability to perform their assigned duties and which condition can be corrected by the voluntary action or restraint on the part of the employee.

Disciplinary action may result in or consist of demotion, suspension without pay and benefits, suspension without pay but with benefits of a maximum of thirty (30) days or dismissal.

- 35.4 No demotion, suspension with pay and benefits, or suspension without pay and benefits or combination thereof or dismissal shall be effective until such time as the employee has been furnished with a written statement from the City Manager, endorsed by the Fire Chief, advising the employee of the reason or reasons for the proposed actions.

Once written notice is given, the penalty may be imposed, however, no such disciplinary action shall be considered final if the employee appeals through the procedure listed below.

#### 35.5 Appeal of Disciplinary Action

- 35.5.1. An Employee may appeal a disciplinary action given under 35.4, above, within seven (7) days of the imposition of the penalty. Said employee must appeal in writing to the City Manager who will file jointly with the Union to hire an arbitrator through New Hampshire PELRB who shall rule on the disciplinary action.
- 35.5.2. If the City prevails through the arbitration procedure, the penalty becomes part of the employee's record of employment. If the employee prevails, the record of disciplinary action shall be erased

from the employee's record and the employee shall be unconditionally and immediately reinstated to his regular position without loss of any benefits, promotional prestige, or other adverse effect.

### **Article 36: Defense and Indemnification**

- 36.1 Bargaining unit members shall be indemnified and shall be saved harmless for loss or damage from personal financial loss and expense, including reasonable legal fees and costs, if any, rising out of any claim, demand, suit or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to, or destruction of, property. If the indemnified person, at the time of accident, resulting in the injury, damage, or destruction, was acting within the scope of his employment or office.
- 36.2 The City is required to indemnify and save harmless any person employed by it from personal financial loss and expense, including reasonable legal fees and costs, if any, rising out of any claim, demand, suit or judgment by reason of any act or omission constituting a violation of the civil rights of an employee, teacher, student, or any other person under any Federal law if such act or omission was not committed with malice and if the indemnified person at the time of such act or omission was acting within the scope of their employment or office pursuant to RSA 31:106.

### **Article 37: Vacation and Sick Time Posting**

- 37.1 The City shall post or cause to be posted every month, a balance sheet of sick and vacation time accruals for each employee.

### **Article 38: Light Duty**

- 38.1 Employees who suffer occupational injury or disease arising out of or in the course of employment which makes it impossible or medically unsuitable to perform the duties of their present job shall retain their rate of pay if transferred to a lower rated job in the Fire Department. Subsequent raises in pay or other upward pay adjustments applying to the former position shall be granted as though the original job were still occupied. All other compensation related benefits shall be maintained at the same or higher level. Every effort will be made to find an open position that the employee can perform with little or no additional training.

### **Article 39: Immunizations**

- 39.1 All members covered under this agreement shall be inoculated at the City's expense with vaccines available and applicable to work done by members. This is to include Hepatitis-A, Hepatitis-B, and influenza. It shall also include, at a minimum, the vaccinations recommended by the Centers for Disease Control and/or OSHA for work done by members. This work includes but is not limited to

healthcare and confined space rescue. The City will pay for annual PPD testing and for other testing available and applicable to work done by members.

#### **Article 40: Safety**

- 40.1 It is the City's intent to provide the highest possible standard of safety and health for fire department personnel in order to reduce the risk of injury, illness and death to as low a level as practical. In an effort to further reduce such risk, the City agrees to create a joint management union safety committee. The committee shall be composed of an equal number of management and union members, each to be chosen by their respective parties.
- 40.2 It is not the intention of the parties to this agreement that the union's exercise of its rights be diminished in any way. It is also understood that management has the responsibility to provide a safe environment.
- 40.3 To minimize risk to members covered by this agreement and the general public the parties agree that the control and direction of Fire Fighters, Fire Inspectors, Fire Lieutenants, and Fire Captains as described in New Hampshire RSA 154:7 rests solely with the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, Fire Captain, Fire Lieutenant, Fire Inspector, or Fire Fighter. The statutory authority described in RSA 154:7 may not be altered, usurped, delegated, or transferred except as noted or expressly agreed.
- 40.4 The City of Lebanon agrees that beginning January 1, 2010 and annually in the month of January thereafter it will provide to the Union Emergency Vehicle Operator Training. The Union agrees that this training shall be mandatory for all employees and conducted on-duty as practical. The City agrees to provide CDL license training for all members.
- 40.5 The City agrees to develop a plan for compliance with NFPA 1710 - the standard for deployment of fire service personnel in a career department. The plan will be provided to the union on or before July 1, 2010.
- 40.6 The City agrees that sufficient personnel shall be maintained on duty and available for response to alarms. Best practices are quality improvement initiatives. Best practices for fire fighter staffing can be found in NFPA 1710. If sufficient personnel are not available to meet the minimum staffing requirements, permanent fire fighters shall be recalled on overtime.
- 40.7 The City agrees to develop a Standard Operating Guideline for the rehabilitation of all personnel during training and emergency response in accordance with NFPA 1584.

## Article 41: Family and Medical Leaves of Absence

### 41.1 General Provisions

41.1.1 Under the provisions of the Family and Medical Leave Act of 1993 (FMLA), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below), in the event of:

- a) The birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth).
- b) An adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement).
- c) A serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self care and the employee is needed for such care, or;
- d) A serious health condition of the employee which results in the employee's inability to perform his or her job.

41.1.2 As stated above, an eligible employee is entitled to a total of twelve (12) weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of FMLA leave could be taken when a second leave is requested. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "available leave weeks").

41.1.3 FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (a) and (b) above, must be taken all at once unless otherwise agreed to by the City Manager. If medically necessary, FMLA leaves due to illness as described in paragraphs (c) and (d) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the City Manager may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

41.1.4 An employee's accrued, unused vacation and/or personnel time will be included as part of the twelve (12) week leave requirement for (a) or (b) FMLA leave listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. For a type (c) or (d) FMLA leave, employees will be

required to use available sick time and thereafter may use accrued vacation and/or professional leave.

- 41.1.5 When an employee requests any leave of absence which qualifies as leave under the FMLA, the City Manager may designate such leave as FMLA leave upon written notification to the employee.

#### 41.2 Status of Employee Benefits

- 41.2.1 While on FMLA leave, employees may continue to participate in the City's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the City Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the City may recover from the employee the cost any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

#### 41.3 Basic Regulations and Conditions of Leave

- 41.3.1 The City will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the City may require a second medical opinion and periodic recertification's at its own expense. If the first and second opinions differ, the City, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City and the Employee.

#### 41.4 Notification and Reporting Requirements

- 41.4.1 When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt City operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

#### 41.5 Procedures

- 41.5.1 A Request for Family and Medical Leave Absence memo must be originated in duplicate by the employee. This memo should be completed with full details, signed by the employee and then submitted to the City Manager or his/her designee for proper approvals. If possible, the memo should be submitted thirty, (30) days in advance of the effective date of the FMLA leave.
- 41.5.2 All requests for FMLA leaves of absence due to illness will include the following information attached to a completed Request for Family Medical Leave of Absence; 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purpose of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.
- 41.6 Coordination with Maternity Leave
- 41.6.1 The City provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the City's Short Term Disability Plan or applicable Collective Bargaining Agreement.
- 41.6.2 Maternity leave will be treated in the same manner as a type D FMLA leave of absence. The employee is required to exhaust accrued, unused vacation, personal and sick time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.
- 41.6.3 An employee who uses less than the available leave weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the available leave weeks.
- 41.7 Coordination with Other City Policies; References to,
- 41.7.1 In the event of any conflicts between this policy and other City policies, the provisions of this policy shall govern, however, if any provision of a collective bargaining agreement exceeds the benefit offered herein, the agreement shall control for those covered employees.

## **Article 42: Distribution of Agreement**

- 42.1 The City will be responsible for printing and distribution of this agreement to the members of the bargaining group.

### **Article 43: Shift Transfers**

- 43.1 Permanent members are assigned to one of four shifts, A Shift, B Shift, C Shift, or D Shift. Occasionally it may be necessary for the Fire Chief to transfer a member from one shift to another to meet the needs of the fire department. The parties agree on the following:
- 43.2 Whenever possible, employees will be given a choice in order of seniority to determine who will be moved when a transfer is required.
- 43.3 When the Fire Chief determines a shift transfer is required and seniority cannot be used for determining the transfer – full explanation will be provided to the executive board of the union upon request.
- 43.4 Thirty days advanced notice will be given to the effected employee(s).
- 43.5 The employee will be given at least 6 consecutive days off before starting on the new shift.
- 43.6 Employees may request from the Fire Chief a shift transfer. Such request will not be unreasonably denied. Voluntary shift transfers are not subject to section 43.5 however hours worked in excess of the "normal" average in the eight week rotation must be compensated as described in this agreement.

### **Article 44: Midwestern NH Hazardous Materials Response Team**

- 44.1 Participation in the Midwestern NH Hazardous Materials Response Team (hereinafter referred to as the Team) is strictly voluntary.
- 44.2 Unit Members may opt out of the Team at any time without penalty, except for pay incentives as outlined below.
- 44.3 Unit Members who are Hazardous Materials Technicians may apply for membership on the Team. Applicants must meet all requirements and be accepted by the Midwestern NH Hazardous Materials Response Team.
- 44.4 All benefits and provisions provided in this agreement are in full force while participating in Team activities without regard to location.
- 44.5 Unit Members who are not members of the Team shall not be required to participate in Team activities, callouts, drills, or the like regardless of certification level.

44.6 Unit members who are on duty will not be compelled, coerced, or required to respond to a team activation.

44.7 Equipment:

Members will be provided with the highest quality NFPA approved protective clothing and equipment while working for the team.

44.8 Training:

Paid Technician level training will be provided to Unit members who express interest in receiving said training.

Members will receive OFF-DUTY training and or ongoing education as required by applicable Federal, State, and industry standards. All time for team activities will be compensated.

The first eight hours of refresher training shall be provided by the Lebanon Fire Department and conducted either on-duty or off-duty annually.

44.9 Pay:

All unit members will be paid hourly for levels of Haz-Mat certification as outlined below.

Team members will be paid a supplemental hourly stipend as follows:

HAZMAT TECHNICIAN

2009 - \$0.34 per hour

2010 - \$0.45 per hour

2011 - \$0.50 per hour

TEAM LEADER AS DESIGNATED BY THE CHAIRMAN OF THE TEAM

2009 - .22 per hour

This stipend shall not be included for calculations of COLA.

Time worked for the Haz-Mat team is considered "time worked" for overtime purposes.

44.10 Rehabilitation:

The City agrees to work jointly with the Union on a Standard Operating Procedure for Rehabilitation of all Personnel who don any level of Chemical Protective Clothing during training or an emergency response in accordance with NFPA 1584.

44.11 Replacements:

Members participating in team activities or on time off as described above will be replaced by full-time members.

44.12 Fitness for Team duty:

All Technician team members will be required to undergo an annual physical in accordance with EPA 40 CFR Part 311.

Medical monitoring compliant with industry standards shall be provided as part of the annual examination or sooner if ordered by a Physician.

The Physician or other Healthcare Provider performing the physical examination shall report ONLY fit for duty or not fit for duty directly to the Team. Team members who do not pass this annual physical shall be deemed ineligible for Team activities only.

Failure to obtain "fit for duty" status from the examining Healthcare Provider shall in no circumstance be used by the Fire Department as a "trigger" for their own fit for duty evaluation.

44.13 Supervision:

Members will not be placed at unnecessary operational risk. State and Federal guidelines as well as applicable industry standards regarding operations at Hazardous Materials incidents will be strictly observed.

Unit members will in NO circumstance be supervised by anyone other than:

Lebanon Fire Chief  
Lebanon Assistant Fire Chief  
Lebanon Deputy Fire Chief  
Lebanon Fire Captain  
Lebanon Fire Lieutenant  
Lebanon Fire Fighter

The Unit member leading Lebanon members may opt out of any situation deemed by the Lebanon Unit Leader to be unsafe.

**Article 45: Deferred Compensation Plan**

45.1 The City agrees to provide members with the option to contribute to the Professional Fire Fighter, Police Officer, & Public Employee (PFPOPE) or the ICMA 457 Tax Deferred Retirement Savings Plan.



## Article 46: Fitness and Health

- 46.1 The City and the Association recognize the importance of employees maintaining physical fitness for health, safety, and adequate job performance, and agree to cooperate in the effort to meet this goal.
- 46.2 As used in this article, "fitness trainer" shall mean an employee who is an IAFF/IAFC/ACE certified peer fitness trainer OR any certified personal trainer accredited by NASM, NSCA, or ACE.
- 46.3 Subject to available funding, the City shall provide facilities and equipment at each staffed station for physical fitness training adequate to allow cardiovascular, strength, and job-related functional training. At minimum the equipment will include:
- Stepmill
  - Treadmill
  - Leg press machine
  - Leg curl/extension machine
  - Bench press
  - Adjustable bench
  - Lat pulldown/seated row machine
  - Assortment of weights (minimum of 300 lbs total)
  - Assortment of dumbbells (range of 5 lbs. to 60 lbs.)
  - EZ curl bar
- 46.4 In the event that the City is not able to immediately provide fitness equipment, the City will allow the use of commercially available equipment provided by the Association and deemed to be safe by a fitness trainer, or the use of a commercial fitness facility, within the City of Lebanon. Membership fees shall be the responsibility of the employee.
- 46.5 No employee shall be required to participate in fitness training.
- 46.6 Prior to beginning use of city-provided exercise facilities, and annually thereafter, each employee wishing to participate in fitness training shall submit to the City written approval signed by a physician stating that the employee is fit to participate in a physical fitness program. In the event that the entire cost of the physician's evaluation for this purpose is not covered by the employee's health insurance, the city shall reimburse the employee for co-payments or deductibles up to \$150 per calendar year.
- 46.7 Prior to beginning unsupervised use of city-provided exercise facilities, and annually thereafter, each employee wishing to participate in fitness training shall submit to the City documentation from a fitness trainer that the employee has received a fitness assessment, a personal fitness plan, and complete training in the safe and appropriate use of any and all equipment or facilities to be

included in the fitness program. Employees may use the exercise facilities under the direct supervision of a fitness trainer for the purpose of completing these requirements.

- 46.8 Employees participating in a fitness program will perform at least 45 minutes of physical fitness activity during each regularly scheduled duty shift whenever possible. It is understood and accepted that certain mitigating factors such as multiple emergency calls, training, or public education events may not allow for physical fitness activity every shift.
- 46.9 Exercise facilities shall be available for use by off-duty employees. Employees will not be compensated for time exercising while off-duty. In the event that an employee sustains an injury or illness in the course of off-duty exercise, the employee shall be deemed to have been on-duty for the purposes of documentation and workers' compensation.
- 46.10 Meetings with peer fitness trainers shall be conducted while one or both employees are on-duty whenever possible.
- 46.11 Peer fitness trainers shall be allotted 5 hours of compensation per calendar month each at one-and-one-half times their hourly rate of pay to meet with employees participating in fitness programs.
- 46.12 Any medical information provided to and evaluated by the City in connection with the physical fitness program shall be considered confidential, and shall not be divulged to anyone without the employee's written authorization. The City shall not condition continued employment on an employee's agreement to release confidential medical information to the City.
- 46.13 Up to 4 employees designated by the Association at any one time may become designated peer fitness trainers, with the intent to maintain one fitness trainer per shift. The designated peer fitness trainers shall be provided time off, tuition, reimbursement, and compensation in accordance with Article 20 as it pertains to non-mandatory training for initial certification and recurring training necessary to maintain certification.
- 46.14 Other employees not designated may become certified and act as peer fitness trainers, but certification will be on the employee's own time and costs will be at the employee's own expense.
- 46.15 The Association may hire a fitness trainer of its choosing to provide fitness training instead or in addition to the use of employees as peer fitness trainers. All costs of hiring an outside fitness trainer in this circumstance will be paid by the Association.
- 46.16 The City may employ an outside fitness trainer instead of using employees as peer fitness trainers. In this circumstance all costs will be paid by the City.
- 46.17 Fitness evaluations conducted by the certified peer fitness trainers will be considered confidential between the trainer and the employee.

46.18 Occupational Illness Screening. The City shall provide systematic medical testing for occupational illnesses and disabilities commonly associated with firefighting and emergency medical services, and the known or suspected exposure of the employees to dangerous substances or diseases. The program shall be carried out at no cost to the employee, and during regular working hours. All medical records shall be kept confidential from the employer, except upon written consent of the employee.



City Manager  
City of Lebanon, NH

2-5-10

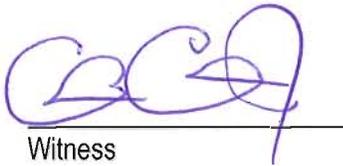
Date



Jeffrey Egner, President  
Lebanon Permanent Fire Fighters Association

2/5/10

Date



Witness

08-05-2010

Date