

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

LEBANON, NEW HAMPSHIRE**



February 17, 2022 to December 31, 2024

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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:

Fire Operations personnel (Captains, Lieutenants, Firefighters, Firefighter/Mechanics), and Community Risk Reduction Personnel, (Fire Inspector, Fire Alarm and Communications Technician and Mobile Integrated Healthcare employee).

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. Upon receipt of a signed voluntary authorization by Union to the Finance Department; the EMPLOYER agrees to make a payroll deduction from the EMPLOYEE'S wages. The deduction shall be in an amount agreed upon by the UNION. Authorization for such payroll deductions shall be in a form satisfactory to the EMPLOYER and to the UNION. The UNION shall provide the EMPLOYER a 30-day advance notice of changes in the amount of payroll deductions.

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 slowdowns, 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 lockouts 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 Statutes 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. 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 except for Articles 4 (Negotiation Leave), 14 (Promotion), 16 (Temporary Service Out of Rank), 27 (Grievance Procedure), 31 (Longevity Pay), 35 (Disciplinary Action) and 43 (Shift Transfers).

- 8.2 A performance evaluation shall be conducted prior to the end of the employee's probationary period of employment. If the evaluation is satisfactory, the employee shall be removed from probationary status, but in no instance shall the employee be removed from his or her probationary status prior to the completion of 12 consecutive months of employment.
- 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. Probationary employees may use accrued vacation time after 6 months of employment.

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, 2024.
- 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 It is further agreed that the terms and conditions of this contract shall remain in full force and effect until a successor Agreement is executed. Should a successor Agreement not be executed by 12/31/2024 the retroactivity of cost items contained therein shall be determined by negotiations.

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 to be contrary to law by a court or governmental agency of competent jurisdiction, then such provision or application will be void; however, all other provisions of this Agreement shall remain 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.

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 30th of the final contract 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, arranged in order of decreasing seniority, and shall cause it to be posted on or before January 31st 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 principal criteria. 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 one-year (i.e., 12 consecutive months) probation period.

- 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 or Positions

- 15.1 In the event it becomes necessary to reduce the number of employees, (for example, due to reasons of economy, or elimination of positions or programs); the basis for the decision to retain employees shall be seniority. For purposes of this section, seniority shall be as defined in section 13.1, but within rank classification.

Employees so displaced shall have bumping rights to the next lower classification based on department seniority. Employees displaced as a result of bumping shall also have bumping rights to the next lower classification based on department seniority.

For example, if there is to be a reduction in staff in the rank of Lieutenant, the Lieutenant with the least within classification seniority shall be laid off, subject to the right to bump other employees in the Firefighter classification based on his or her department seniority.

Further, if there is to be a reduction in staff in the rank of Fire Inspector, the Fire Inspector employee with the least within classification seniority shall be laid off, subject to the right to bump other employees in the Firefighter classification based on his or her department 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 number of hours worked each week shall total forty-two (42) hours averaged over an eight (8) week period. The work schedule for the workweek shall be twenty-four (24) continuous hours followed by forty-eight (48) continuous hours off and then twenty-four (24) continuous hours followed by ninety-six (96) continuous hours off. Shifts shall begin and end at 0700 hours. This schedule shall not apply to the Community Risk Reduction Personnel or to the provisions outlined in Article 17.1.3.

17.2 Unless approved by the Fire Chief or his/her designee, no employee shall work more than thirty-eight (38) continuous hours without an off-duty rest period of ten (10) continuous hours.

17.1.1 The Community Risk Reduction personnel will work an 8-hour day, Monday through Friday, between the hours of 7am and 5 pm with all holidays off. Community Risk Reduction Personnel will be paid based on a 40-hour workweek. Any additional time worked above and beyond the previous defined business day will be paid at time and one half.

17.1.2 In the event an overtime shift cannot be filled with full-time personnel, including the Community Risk Fire Personnel, the Fire Chief or his/her designee may fill shift overtime with qualified call firefighters. A list of qualified call firefighters (as determined by the Fire Chief or his/her designee) shall be provided to the union for their overtime hiring book at least once per year.

17.1.3 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 after posting the modified work schedule for 5 calendar days, no employee expresses an interest, then the modified work schedule 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 workweek for the purpose of establishing a weekly payroll and employee attendance shall be 8:00 AM hours Sunday to 2359 hours on Saturday. Payroll sheets are due by 0800 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 of fire operations personnel, multiply the hourly rate by 2,184 hours.
- 17.5.1 For the purpose of calculating annual salary, of the of community risk reduction personnel 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, or Active 911, or to their personal cell phones via text messaging at least 1 hour in advance of the scheduled time of such drill, shift, or meeting. In the event that an employee is not provided with the 1-hour advance notice of the cancellation of such drill, shift or meeting, the employee shall be paid for 1 hour. Either an alpha numeric pager or one Active 911 subscription shall be provided to an employee based on his/her preference.
- 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.
- 17.10 On-Call Pay. One employee who voluntarily commits to "on-call" status for the purpose of responding to any and all requests for coverage or emergency response will be compensated with a stipend of \$50 per shift, defined as a single 0700-1700 hours (10 hours) period. This stipend shall only be applicable to one firefighter, Monday through Friday, for the hours of 0700-1700 hours. The purpose of this article is to ensure that one employee will be available to respond for coverage and/or emergencies. Personnel signing up for coverage shall be required to be within a 15-minute response time to Lebanon Fire Station 1.

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. 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 new employee shall be as follows. The City shall have 1 year to distribute the initial uniform allotment. Note: When an employee changes position or is promoted, only those items which identify the new position or rank shall be issued in the following quantities.

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
Polo Shirts	6
Tee Shirts	6
"Job Shirt" style sweatshirts	4
Athletic shorts	2
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	2
Polo Shirts	1
“Job Shirt” style sweatshirts	1
Athletic shorts	2
Work Boots, zippered, compliant with NFPA 1999 <u>or</u> sneaker type work shoe*	1 pair

* Every other year, unless damaged

- 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. The City shall only provide cleaning for items approved for on-duty wear per the Fire Department Uniform Policy or personal clothing soiled during response to emergency calls during call-backs.
- 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 initial necessary alterations to uniforms when first issued as 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. New employees shall be issued an initial set of protective equipment and upon successful completion of the probationary period, the remainder of this allotment, i.e., less the initial allotment.

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

- 19.8 The City shall additionally provide the following approved protective clothing to each Fire Inspector and Fire Alarm and Communications Technician:

Coveralls	2
Construction Hard Hat	1

19.9 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.

19.10 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
Personal Protective Equipment Bag DECON BAG	1

19.11 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 as determined by the Fire Chief or his/her designee. All courses must be approved in advance by the Fire Chief or his /her designee 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, if available and approved by the Fire Chief or his/her designee. If no vehicle is available, employees shall receive mileage reimbursement for mandatory training only. Mileage reimbursement shall be at the City's published rate per mile.

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 Fire Chief or his/her designee falls on an employee's scheduled shift, time off for attendance to the class and reasonable travel time shall be granted as requested. If an employee is attending a daytime class and is scheduled to work the night of the date of the class, s/he may be granted the night off, if the Fire Chief or his/her designee determines that the class may require strenuous activity, thereby creating fatigue. Shift coverage will be provided by full-time personnel. This article shall not apply to EMS 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 or ARFF Training as required.

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: Advanced EMT as a minimum, with current level of EMS certification to be maintained.

If State of NH Administrative rules change to require new certification levels for Firefighter or EMS personnel, the union and the City agree to reopen this section to address the changes.

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

The employee must acquire and maintain the required certification(s) and licensure

- 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 or Paramedic. It is further understood that there may be occasions where a 3rd 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 3rd 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. Employees shall be responsible for all continuing education.
- 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 60 days in advance. By January 15th of each year the Fire Chief or his/her designee shall post the scheduled months for refresher. Employees requiring refresher training shall not be permitted to use vacation or personal leave during scheduled training hours.
- 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. Employees attending EMS annual refresher training for their actual renewal cycle shall be granted time off for the actual class time. Employees are expected to be on duty before and after the refresher training, except they will be provided 1-hour off before the refresher class starts.
- 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 Lumenos or equivalent coverage to full-time employees. In addition, the City will make available, through a carrier of its choice, other comparable plans as long as they are available and at no additional cost to the City.

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

Effective January 1, 2022 15% premium cost for the Lumenos health plan selected.

Effective January 1, 2023 15% premium cost for the Lumenos health plan selected.
Effective January 1, 2024 15% premium cost for the Lumenos health plan selected.

- C. Points available from the City will be based upon the Lumenos or equivalent, 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 their discretion and upon proof of coverage through another employer sponsored plan, other than one sponsored by the City of the Lebanon School District, elect alternative benefit options from the menu provided in the City's flexible benefit plan cash payments under the flexible benefit plan shall be limited to not more than the sum of \$300.00/per month for single plans and \$500.00 for 2 person and family plans.

An EMPLOYEE shall not receive such stipend when both spouses work for the City. For this purpose, the City includes all City Departments and all City of Lebanon School systems. Further the City will not provide dual health coverage if an EMPLOYEE is already covered by the same or similar health through another employer. If the EMPLOYEE is found to have dual coverage, the EMPLOYEE must pay back to the city an amount equal to the premiums paid by the City during the dual coverage. 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

- F. The City will also continue to offer a generic maintenance prescription drug rider.
- G. The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

Employees may elect other health insurance benefits offered by the City, but the City's premium contribution is capped at 85% of the applicable Lumenos premium.

- H. The City and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the repeal to the application of the so-called "Cadillac Tax," or an excise tax on high-cost employer-sponsored health coverage that will impact the City, the parties shall also follow the procedure below. It is agreed that the City or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax or an excise tax on high-costing

employer-sponsored health coverage to the City or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The City shall assist the Union in obtaining plan design and pricing information from insurance providers.

I. If two employees work for the City or one works for the School district. Only one employee is eligible to receive health and dental benefits. The employees will not be eligible to receive the opt out amount for declining coverage as this is considered dual coverage.

J. For employees opting into the Lumenos Health Insurance plan, in the first year of the contract the City will fund during the first week in January (for employees hired after January 1st, upon eligibility for insurance) an HSA contribution in the amount of \$4,500 for a family and two-person plan and \$2,000 for a single plan.

For employees opting into the Lumenos Health Insurance plan, in year two, the City will fund during the first week in January (for employees hired after January 1st, upon eligibility for insurance) an HSA contribution in the amount of \$4,500 for a family and two-person plan and \$2,000 for a single plan.

For employees opting into the Lumenos Health Insurance plan, in year three, the City will fund during the first week in January (for employees hired after January 1st, upon eligibility for insurance) an HSA contribution in the amount of \$4,500 for a family and two-person plan and \$2,000 for a single plan.

Should this CBA expire without a successor agreement in place, the City will continue to make HSA contributions at the 2024 level by the 2nd business day in January. Should the parties subsequently reach agreement on a successor agreement that does not provide for a high deductible health insurance plan, the City shall receive a credit equal to 50% of the HSA contribution of the current year against the City's health insurance premium contribution.

21.2 Workers Compensation

A. An employee injured on the job, however slightly, must report the fact immediately to his/her supervisor. The City shall provide workers' compensation benefits in accordance with RSA 281-A.

B. During the waiting period, an employee's determination for workers' compensation benefits could be delayed or denied due to lack of medical evidence. In that event, an employee shall be required to use his/her accumulated sick leave. Upon exhausting accumulated sick leave, an employee may then use his/her accumulated vacation and available personal leave at his or her discretion.

- and in the order s/he shall designate in writing to the Benefits Coordinator.
- C. Separate from the income protection insurance provided, the City shall also provide workers' compensation benefits for work related illness, injury or disability. The income protection plan provided by the City shall consist of the application of workers' compensation benefits and accumulated sick leave, accumulated vacation leave and available personal leave with the objective of maintaining the employee at or as close to one hundred percent (100%) of his/her weekly salary for the longest period possible. In this regard, for each day of illness, injury or disability, the following sources of income to employees shall be applied as follows:
- 1) Workers' compensation actually received by the employee, exclusive of any medical reimbursements or credits.
 - 2) Salary continuance payments as outlined below. Any health premiums, dues, and contributions to the New Hampshire Retirement System will be deducted from these salary continuance payments. If sufficient salary continuance is not available, any health premiums due will need to be paid directly to the City, by the employee, on a weekly/monthly basis.
 - i. Accumulated sick leave to be applied in full or partial days until accumulated sick leave is exhausted; then
 - ii. At the discretion of and in the order so designated in writing by the employee to the Benefits Coordinator, accumulated vacation and available personal leave to be applied in full or partial days.
- D. In the event the employee's claim is denied, the employee may apply for the income protection benefit.
- E. If an employee receives workers' compensation from a second job, the employee must pay back any portion of their combined income and paid leave (i.e., sick, vacation, and personal) that is in excess of his/her total weekly base pay to the City. Paid leave may be denied if the necessary proof of other compensation is not provided.
- F. The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

21.3 Income Protection Insurance-Short Term (STD) and Long Term (LTD) Disability

The Income Protection Plan provided by the City shall consist of the application of the income protection insurance benefit and accumulated sick leave, accumulated vacation leave and available personal leave to each day or week of illness, injury or disability, regardless of its origin, with the objective of maintaining the employee at or as close to one hundred percent (100%) of his/her weekly salary for the longest period possible. In

this regard, for each day of illness, injury or disability, the following sources of income to the employee shall be applied as follows:

1. Income protection insurance benefits actually received by the employee;
 2. Accumulated sick leave to be applied in full or partial days until accumulated sick leave is exhausted; then
 3. At the discretion of and in the order so designated in writing by the employee to the Benefits Coordinator, accumulated vacation leave and available personal leave to be applied in full or partial days.
- A. The City shall furnish, at its own expense, income protection insurance (short term disability insurance - STD) for each of its employees, providing for the payment of benefits equal to sixty-six and two thirds (66 2/3) percent of the weekly salary of each employee, up to a maximum of \$1,500.00 for a period of twenty-six (26) weeks beginning on the fifteenth (15th) day of non-work related illness, injury or disability.
- B. The Long-Term Disability (LTD) plan provides financial protection for covered employees by paying a portion of their income while they are disabled through a minimum of age 65. The premium cost of the LTD plan shall be fully paid by the City.

LTD benefits begin once covered employee completes elimination period, which is 180 days or the date the short-term disability period ends. LTD benefits are calculated on the covered employee's base hourly wage at the onset of short-term disability, the beginning of disability.

The City shall provide covered employees with LTD plan descriptions detailing the terms, conditions, and benefits, upon ratification.

- C. The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

21.4 Life Insurance

The City shall furnish, at its own expense, group term life insurance on the lives of its employees in a principal amount equal to one and one-half (1 ½) times the annual salary of the employee upon the date of death, rounded to the next highest even one thousand dollar amount to a maximum amount of \$200,000, plus accidental death and dismemberment benefits (ADD) equal to the base insurance amount, such ADD reduced by fifty percent (50%) after the employee reaches seventy (70) years of age. Each employee shall be permitted to designate the beneficiaries of said insurance. Each employee shall be allowed, pursuant to the

terms in said policies, to convert said group term insurance to at least an equivalent amount of life insurance pursuant to the particular insurance carrier's program, upon the termination of employment with the City for any reason or upon retirement.

The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

21.5 Flexible Spending Account – Dependent Care

The City will provide a matching contribution up to \$2,500 to a dependent care FSA established through the City's healthcare provider for the 2022 calendar year for each eligible employee. Employees must be otherwise eligible and enrolled in the dependent care FSA. Employees must provide a one for one match to be eligible to receive the City's contribution. The City will make a prorated contribution on a weekly basis to the dependent care FSA. The City may make contributions in subsequent years solely at the discretion of the City Manager in amounts determined by the City Manager.

Article 22: Holidays

The following shall be paid holidays:

- 1) January 1
- 2) Martin Luther King Day (3rd Monday in January)
- 3) President's Day (3rd Monday in February)
- 4) Memorial Day (last Monday in May)
- 5) July 4
- 6) Labor Day
- 7) Veteran's Day (November 11th)
- 8) Thanksgiving Day
- 9) Friday after Thanksgiving
- 10) Christmas Day
- 11) Christmas Eve**

**Columbus Day will be deleted. The City Manager will add a day to reflect either the day before Christmas or the day after Christmas as a new holiday. The election of the day prior to or the day after Christmas will be determined by the City Manager at the beginning of each calendar year.

In addition, any other official legal holiday as declared by the State of New Hampshire General Court after this agreement has been ratified.

- 22.1 Fire Operations personnel 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 22.2.

22.1.1 The Community Risk Reduction Personnel shall have holidays off. The Community Risk Reduction Personnel shall receive 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.

22.2 For Fire Operations personnel, 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, 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 July 1st 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 to have holidays paid as vacation time - 12 hours of vacation time will post to the employee's vacation time bank no later than the pay period in which the holiday falls.

22.3 Daytime Firefighters

Daytime Firefighters assigned in accordance with Article 17.1.3 shall have the option of working all holidays that fall within their assigned workweek and receive twelve (12) hours of straight time compensation for each said holiday **OR** 12-hours of vacation time for all holidays **OR** may elect to take holidays off with straight time compensation.

Article 23: Vacation Leave

Vacation hours for fire operations personnel shall accrue per the following schedule

Continuous Employment	Hrs Earned/ Month	Annual Earned
*0 month through the 48 th (0-4 years)	8	96
49 th month through 108 th (5-9 years)	12	144
109 th month and above (10+ years)	16	192

*Upon completion of six months of employment, vacation time accrued by new employees may be used. Vacation hours are accrued monthly.

Vacation hours shall accrue for community risk reduction employees per the following schedule:

Continuous Employment	Hrs Earned/ Month	Annual Earned
*0 month through the 48 th (0-4 years)	6.75	81
49 th month through 108 th (5-9 years)	10	120
109 th month and above (10+ years)	13.5	162

*Upon completion of six months of employment, vacation time accrued by new employees may be used. Vacation hours are accrued monthly.

Employees on an unpaid leave of absence for a greater than 60-days will not be eligible to accrue vacation time for the month(s) they were absent. This language shall apply to Fire Operations and Community Risk Reduction personnel.

- 23.1 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 carryover 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.
- 23.2 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.
- 23.3 Employees shall receive pay for any unused portion of his or her vacation upon lay off, death while in the employ of the City, and retirement or resignation with two (2) weeks' notice. To be eligible for payment for unused vacation leave, an employee who retires or resigns from service must provide a 2-week notice or an authorized leave of absence. The employee is expected to work through the notice period unless on an authorized leave of absence or an early release is authorized by the City Manager.
- 23.4 Employees who leave employment with less than one year of service, and employees who are discharged for cause, or who retire or resign without working their two weeks' notice, shall not receive pay for unused vacation.
- 23.5 Vacation leave must be taken in full hour increments by all employees.
- 23.6 For the purpose of calculating vacation leave, tenure with the City is listed in Article 32.
- 23.7 No more than two members will be allowed time off for vacation and/or personal except as otherwise expressly approved by the Fire Chief or his designee. Approval shall be based on a first come basis with any conflicts resolved by seniority.

Article 24: Personal Leave

24.1 Fire operations personnel employees covered by this Agreement are entitled to 70 hours of personal leave per calendar year. Community Risk Reduction Personnel covered by this Agreement are entitled to 40 hours of personal leave per calendar year. Personal leave shall be credited to employees as of the first pay date in January of each calendar year.

Personal hours shall not be accumulated from year to year and shall not be paid for if not used in the applicable calendar year. All personal hours must be used by December 20th for payroll purposes.

Personal leave may be taken in one quarter hour (15 minute) increments.

Unused personal hours shall not be paid upon separation of **any** type (e.g., retirement, voluntary resignation, layoff, discharge, etc.).

24.2 New Employees shall be entitled to the following number of personal hours upon hire:

Employment Date	Fire Operations Personnel	Community Risk Reduction Personnel
January – March	70 hours	40 hours
April - September	42 hours	24 hours
October – November	28 hours	16 hours

24.3 Personal time must be requested at least twenty-four (24) hours prior to intended personal leave. A request for, and the use of personal time shall not be denied, except when more than two members per shift will be off at the same time for personal and/or vacation (see Article 23, section 23.7) 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: Leaves 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. Leaves of absence with pay shall not exceed 30 consecutive calendar days, unless approved by the City Manager, in his/her's sole discretion.

25.2 Leave of Absence Without Pay: Each employee may be granted a leave of absence without pay from his regular employment up to a maximum of ninety (90) working days at one time. 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. Vacation, sick and personal time will not accrue if the employee is absent for a period beyond 60 days or more. Eligible employees will be able to elect COBRA benefits for health and dental insurance if previously elected before their leave. Benefits and accruals will commence the first of the month following their re-employment.

25.3 Employees returning to employment will begin to accrue vacation time and sick time beginning the first of the month following their return to employment with the City. Returning employees will be able to elect health and dental benefits the first of the month following re-employment. If the leave of absence was regarding military active duty; health and dental benefits will commence upon the day the employee returns to City employment if the employee had previously elected City health and dental benefits. Otherwise, benefits will commence on the first of the month following re-employment.

25.4 Bereavement Leave

1. **Bereavement Leave – Immediate Family**

Upon the death of an employee's immediate family member, Community Risk Personnel may request leave of up to five (5) working days and a Fire Operations Personnel may request leave of up to forty-eight (48) working hours immediately following such death without loss of pay. Absent extenuating circumstances and written approval of the City Manager, immediate family bereavement leave must be taken within seven (7) calendar days of the death.

Immediate family shall include the employee's parents, step-parents, spouse or domestic life partner, children, step-children and siblings. Domestic Life Partner is defined as two (2) persons in a committed relationship of a two (2) year or longer duration and residing in the same domicile. In any calendar year, an employee may receive bereavement leave for the death of his or her spouse or domestic life partner, but not for both.

2. **Bereavement Leave – Extended Family**

Upon the death of an employee's extended family member, Community Risk Reduction Personnel may request leave of up to two (2) working days and Fire Operations Personnel may request leave of up to one twenty-four (24) shift immediately following such death without loss of pay. Absent extenuating circumstances and written approval of the City Manager, extended family bereavement leave must be taken within seven (7) calendar days of the death.

Extended family shall include the employee's grandparents, aunt or uncle, grandchild, parents-in-law, and brother or sister-in-law. In-law bereavement leave may be granted for an employee's spouse's or domestic life partner's (see definition of domestic life partner in §25.2, A., above) parents or siblings, but in any calendar year, an employee may not receive bereavement leave for both (e.g., if an employee's spouse's sister and domestic life partner's brother passes away, the employee may receive bereavement leave for either the spouse's sister or domestic life partner's brother, but not both).

3. Bereavement Leave Additional Time

Upon prior written request and approval by the Fire Chief and City Manager, an employee, in addition to the above-defined leave, may utilize vacation, sick or personal leave to supplement bereavement leave.

25.5 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.

25.6 Military Leave

Active Military Duty, Reserve Military Duty, and/or Training - Eligible employees shall be provided with an unpaid leave of absence in accordance with federal and state law and as outlined under USERRA (Uniformed Services Employment and Reemployment Rights Act of 1994).

Employees may elect to use their accrued vacation or personal time or swap shift(s) with another employee with the permission of the Fire Chief, if they elect to be paid. It is the intent of the City to comply fully with the law.

In the event an employee is deployed to active duty for 30 or more days; the City will pay the cost of the employee's 2-person or family health/dental insurance plan deduction during their active-duty leave. Single person coverage is provided by the government therefore, this only applies to 2-person and family health/dental insurance coverage. Employees must choose military or City coverage but cannot have both.

Reserve Military Duty -

All full-time employees who, by reason of membership in the Active Reserve Forces of the United States or in the National Guard, are ordered by the proper authority to full-time active duty or to attend full-time training activities shall be entitled to a leave of absence with pay during the actual duration of such activity, but not to exceed 96 hours in one calendar (1) year. The City will pay the difference between normal base pay and military pay when the latter is less. Evidence of military wages will be used to make the determination of City payment. Weekend duty with the Active Reserve Forces of the United States or the National Guard shall be on the employee's own time. An employee scheduled to work on a drill weekend shall arrange to trade shifts with another qualified employee or make other appropriate arrangements or take leave of absence without pay. 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.

Additional pay differential will be granted for military training that is determined to be advantageous to the City and approved by the Fire Chief.

25.7 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: Family Medical Leave

The City will provide up to 504-hours of paid parental leave to employees following a birth event. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn(s). This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

This leave may be taken any time during the 12 months after the date of the birth

event. The leave must be taken in full weeks but need not be taken concurrently.

The City further agrees to the provisions for female employees as found in RSA 354-A:7(VI)(b). FMLA and Maternity Leave shall run concurrent with this leave. When the employee is physically able to return to work, her original job or a comparable position shall be made available to her by the employer unless business necessity makes this impossible or unreasonable. Employees must apply for short term disability through the City's insurance carrier. The period of short-term disability (applicable to the employee who is the mother) shall be inclusive of the 12-week period. During the short-term disability coverage period the City will pay the balance of the amount equal to the employee's base weekly salary not covered by insurance.

Article 27: Grievance Procedure

27.1 Procedure

- A. **Step 1- Fire Chief.** The aggrieved employee shall submit any grievance within ten (10) calendar days of the date of the occurrence to the Fire Chief or the Chief's designee. Within ten (10) calendar days of receipt of the grievance, the Fire Chief or his/her designee 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 ten (10) 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 ten (10) 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) or the American Arbitration Association (AAA) within ten (10) calendar days of receipt of the City Manager's decision. An arbitrator shall be selected by the City and the Association according to the rules established by the PELRB or AAA. 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 (2) 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 Fire Operations Personnel covered by this Agreement shall be entitled to 12 hours of sick leave for each full month worked. All employees may accumulate up to a maximum of 720 hours of accumulated sick time.

- 28.1.1 Community risk reduction personnel shall be entitled to ten (10) hours of sick leave for each full month worked. Community risk reduction personnel can accumulate up to a maximum of 600 hours of accumulated sick time. *Exception: Employees hired after January 1, 2022, can only accumulate 60-days or 480 hours of sick time.*

For employees with a current level of sick hours above the 720 or 600-hour maximum allotment, their accruals will be frozen. Once their accruals have been used for sick time and the accruals drop below the maximum hours allowed, they will begin accruing at their normal rate up to the maximum sick hours allowed for their position.

- 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 ensure the proper use of sick leave. Such steps include, but are not limited to: (1) requiring an employee to justify each day of sick leave if the employee's sick leave record indicates a patterned 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.

The purpose of sick leave is to prevent the further spreading of disease or viruses to other employees and/or to afford the employee time to recover from said sickness and/or injury. Employees may also use sick leave for the illness or injury of an immediate family member, defined as the employee's parents, step-parents, spouse or domestic life partner (not both and domestic life partner as defined in Article 25, §25.2, A., Bereavement Leave), child(ren) and step-child(ren). Employees may also use sick leave for their own or their immediate family members' doctor appointments.

Sick leave for Fire Operations Personnel employee shall be used in increments of 24 hours unless otherwise approved by the Fire Chief or his/her designee. Increments of less than 24 hours may be approved for the illness or injury of a member of the employee's immediate family.

For FMLA qualifying conditions, the use of sick leave shall comport with those requirements set forth in the City's FMLA policy.

- 28.3 Accumulated sick days shall not be payable to any Fire Operations employee who is dismissed. To be eligible for payment for unused sick leave, an employee who retires or resigns from employment must provide a 2-week notice and work through the notice period unless on an authorized leave of absence or an early release is authorized by the City Manager. 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 Accumulated sick days shall not be payable to any Community Risk Reduction Personnel employee who is dismissed. To be eligible for payment for unused sick leave, an employee who retires or resigns from employment must provide a 2-week notice and work through the notice period unless on an authorized leave of absence or an early release is authorized by the City Manager. An employee 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 Community Risk Reduction Personnel employee 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.

The sick bank shall be managed by the city policy as reviewed and agreed upon between the union and the city.

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

Article 29: Pay Plan

Salary grades shall consist of 7 steps, including the grade minimum and maximum (see, Appendix A for 2017 grades). An employee shall receive a Step increase effective his or her month and day of hire, or if promoted or demoted to another position since date of hire, his or her month and day of promotion or demotion, whichever occurred last, until such time as his or her salary reaches top Step (i.e., maximum pay rate of the applicable

salary grade – Step 7).

For example, an employee hired January 15, 2000, and promoted on May 28, 2011 shall move to the next Step effective May 28th.

Similarly, an employee hired January 15, 2000, and promoted on May 28, 2011, and then demoted on June 19, 2011, shall move to the next Step effective June 19th.

Newly hired employees shall be hired at the Step 1 pay rate of the applicable salary grade. Upon successful completion of one year of employment, a new employee shall receive a Step increase to the next higher Step.

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 1st, 1990. Said credit shall be used for determining vacation and placement in the pay plan, but not for seniority.

Employees promoted to a higher-grade position shall be promoted to the Step 1 pay rate for the new grade. If the Step 1 pay rate of the new position grade is lower than the employee's current rate of pay, s/he will be promoted to the next higher Step of the new position grade which is closest to his or her current pay. Any employee promotion beyond the Step 1 pay rate shall require prior City Manager approval.

An employee demoted to a lower grade position, whether voluntarily or involuntarily, shall be demoted to the Step pay rate of the lower grade position which is consistent with his/her years of relevant experience.

The Mobile Integrated Healthcare position shall be placed in the Fire Inspector or Fire Inspector-Paramedic Pay range at Step 3 effective upon signing of this agreement.

Each employee covered by this Agreement shall be paid according to the following:

2022 – each employee shall receive a minimum of a 3% GWI or an increase that would equal an increase to bring employees to at least the 50th percentile of the wage and salary study conducted in May 2021. Appendix A shows the actual pay rates for 2022 by classification.

The pay plan will be implemented within 30-days of approval by the Lebanon City Council with no retroactive pay prior to that date.

2023 – each employee shall receive a minimum of a 1% GWI and no greater than a 3% GWI based on NE Urban CPI for June 2021 – June 2022.

All employees will receive their annual evaluations for 2023 but will forgo step increases for one-year.

2024 - each employee shall receive a minimum of a 1% GWI and no greater than a 3% GWI based on NE Urban CPI for June 2022 – June 2023 **and** all pay grades will be escalated to the 60th percentile of the wage and salary study conducted in May 2021. Further, the 60th percentile shall be increased by the GWI increases for 2022 and 2023.

Educational Incentives

The following educational incentives shall apply to employees providing proof of certification or a diploma. To be eligible for college educational incentives, college degrees earned on or after January 1, 2015, must be in a major directly related to Fire or Emergency Medical Services. For certifications earned during the year, educational incentives will be effective the first of January after the incentive is earned.

Advanced EMT	\$ 0.30
Fire Officer I & II	\$ 0.34
Firefighter III	\$ - 0.12
Associates Degree*	\$ 0.10
Bachelor's Degree*	\$ 0.20
Fire Inspector II	\$ 0.17
Fire Investigator I	\$ 0.17
Fire Investigator II	\$ 0.17
Paramedic Interfacility Transfer	\$ 0.10

*** For employees hired on or after January 1, 2015, only one-degree incentive is permitted per employee, e.g., an employee with an Associates and a Bachelor's degree will receive the incentive for the Bachelor's degree only – i.e., total incentive = .20 cents**

Article 30: Employee Evaluations

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 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.

The City will conduct performance evaluations on or before the employee's anniversary month and day of hire or month and day of last promotion or demotion, whichever occurred last.

Probationary employees shall receive a performance evaluation at the 6-month and one year of employment date.

Employees promoted to another position shall receive a performance evaluation at the 6-month and one year of promotion date.

The parties agree that 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 31. This Article Intentionally Left Blank

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.

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 association's member.

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 Disciplinary action shall only be taken for just cause 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) workday.
 - 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 so 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.

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 or, property. If the indemnified person, at the time or 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 or 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 Employee sick and vacation time accruals shall be listed on the employee pay stub.

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 City. 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.
- 38.2 Employees who suffer off duty, non-work related injury or disease which makes it impossible or medically unsuitable to perform the duties of their present job may retain their rate of pay if transferred to a lower rated job in the City upon mutual agreement between the employee and the City Manager. 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 Emergency Vehicle Operator Training shall be provided to Association members. This training shall be mandatory for all employees and conducted on-duty as practical.
- 40.5 The City agrees that sufficient personnel, as determined by the Fire Chief or his/her designee, shall be maintained on duty and available for response to fire alarms. The Fire Chief shall meet and confer with the Union to discuss best practices in the interest of assuring the safety of all personnel. If sufficient personnel are not available to meet the minimum staffing requirements, permanent fire fighters shall be recalled on overtime.

Article 41: Family and Medical Leave of Absence

- 41.1 Employees may be eligible for leave per the provisions of the federal Family Medical Leave Act. Requests for FMLA leave should be directed to the Benefits Coordinator for evaluation and approval in accordance with the City's FMLA policy in effect as of the execution of this Agreement.

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 Fifteen (15) days advanced notice will be given to the affected 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 membership shall require prior approval of the Fire Chief or his/her designee.

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

HAZMAT TECHNICIAN

\$0.12 per hour

TEAM LEADER AS DESIGNATED BY THE Fire Chief or his/her designee:

.22 per hour

This stipend shall not be included for calculations of GWI.

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: Health and Wellness Committee

46.1 City and Union agree to establishing committee to study health and wellness issues, with composition, deadline for first meeting and report to Chief TBD; final report to be sent to City Manager.

IN WITNESS WHEREOF, THE PARTIES HAVE, BY THEIR DULY AUTHORIZED REPRESENTATIVES, EXECUTED THIS AGREEMENT ON THIS 19TH DAY OF FEBRUARY 2022.

FOR THE CITY OF LEBANON

DocuSigned by:

Shawn Mulholland

Shawn Mulholland, City Manager

WITNESS

DocuSigned by:

Chris Christopoulos Jr.

Chris Christopoulos, Jr., Fire Chief

FOR THE LEBANON PERMANENT FIREFIGHTERS' ASSOCIATION

DocuSigned by:

Joel Coelno

Joel Coelno, President

SIDEBAR AGREEMENT

Between

The City of Lebanon

And

Lebanon Permanent Firefighters Association

Effective Date: January 1, 2023, through December 31, 2023

The following provisions are amendments to the present (2022-2024) CBA between the City and The Lebanon Permanent Firefighters Association.

Revision to Article 21.5 – Flexible Spending Account – Dependent Care

The City will provide a contribution up to \$5,000.00 to a dependent care FSA established through the City’s healthcare provider for the 2023 calendar year for each eligible employee. Employees must be eligible and enrolled in the dependent care FSA. The City will make a prorated contribution on a weekly basis to the dependent care FSA. The City may make contributions in subsequent years solely at the discretion of the City Manager in amounts determined by the City Manager.

Revision to Article 29 – Pay Plan

In 2023, eligible employees shall receive a step increase effective their month and day of hire, or if promoted or demoted to another position since date of hire, their month and day of promotion or demotion, whichever occurred last, until such time as his or her salary reaches top Step (i.e., maximum pay rate of the applicable salary grade – Step 7). Employee. Employees will not forgo their step as previously agreed at the time of signing.

DocuSigned by:
Shaun Mulholland
AERC225804D9436

Shaun Mulholland
City Manager

12/15/2022

Date:

DocuSigned by:
Joel Coelho
0BE500FE4C3A44A

Joel Coelho
President of the LPFA

12/15/2022

Date:

SIDEBAR AGREEMENT

Between The City of Lebanon And Lebanon Permanent Firefighters Association

Effective Date: July 18, 2023, through December 31, 2024

The following provisions are amendments to the present (2022-2024) Collective Bargaining Agreement, between the City of Lebanon, and The Lebanon Permanent Firefighters Association.

Revision to Article 46 - Health and Wellness

- 46.1 The City of Lebanon and the Association are committed to promoting the physical and mental fitness of the Association’s members. The City and the Association agree to establish a Health and Wellness Program, which shall include the following provisions:
1. Effective January 1, 2024, the City will fund and require an annual NFPA 1582 Physical for all members, for Fitness-for-Duty (FFD) purposes. Members will not be required to participate in Section 6.20 – Psychiatric Conditions and Psychological Disorders, of the NFPA 1582 Physical, but all other sections shall apply.
 2. Notwithstanding, and separate from the Health and Wellness Program, if the City has reason to believe a member is not fit-for-duty, the City maintains our right to request a Fitness-for-Duty (FFD) Assessment, on a case-by-case basis, for any reason, to include mental health concerns. The City agrees to comply with the provisions of the ADA (Americans with Disabilities Act), and all applicable State and Federal laws, as it pertains to Fitness-for-Duty Assessments.
 3. The terms and conditions of Article 46 shall expire on December 31, 2024, unless otherwise negotiated in a successor Agreement.

The Health and Wellness Program will be subject to the City’s financial and operational abilities.


Additional provisions of the Health and Wellness Program shall be governed in accordance with City policy; however, the City agrees to provide the Association an opportunity to “Meet and Confer,” regarding the Health and Wellness Policy.

DocuSigned by:


AE8C225904D9436...
 Shaun Mulholland
 City Manager

7/18/2023

 Date:

DocuSigned by:


D8E500FE4C3A44A...
 Joel Coelho
 President of the LPFA

7/18/2023

 Date: