

Laconia Firefighters  
Union Local 1153  
Contract agreement

City of Laconia  
July 1, 2025 - June 30, 2028

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## AGREEMENT

AGREEMENT made this 1<sup>st</sup> day of July 2025 by and between the City of Laconia, or its lawful successor in interest under the City Charter of the City of Laconia, and the Laconia Professional Firefighters Association, Local 1153 of the International Association of Firefighters, AFL-CIO, CLC.

### ARTICLE 1

#### GENERAL PROVISIONS

##### Section 1. Term of Agreement.

This Agreement shall commence July 1, 2025, and shall remain in force and effect until June 30, 2028

##### Section 2. Negotiations.

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

##### Section 3. Negotiating Committee.

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

##### Section 4. Ground Rules.

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

*Approved by Council  
April 14, 2025*

## ARTICLE 2

### UNION STATUS

#### Section 1. Recognition.

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

#### Section 2. Check Off.

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

#### Section 3. Indemnification.

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

## ARTICLE 3

### EMPLOYEE STATUS

#### Section 1. Employee Status.

The employees are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they merit the respect and confidence of the public. To that end, the employees covered by this Agreement shall report to work on time, shall not leave the job early, shall be prompt reporting for duties, shall faithfully perform their duties and shall properly care for equipment in their custody.

## ARTICLE 4

### HIRING AND LAYOFF PROCEDURES

#### Section 1. Applicants for Employment and Hiring.

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

#### Section 2. Probationary Period.

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

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

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

(d) External Lateral transfers: see Appendix (D)

#### Section 3. Layoff and Rehiring.

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

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

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

## ARTICLE 5

### SENIORITY

#### Section 1. Seniority.

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

#### Section 2. Seniority List.

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

#### Section 3: Lateral Transfers within the City

##### Internal Lateral Transfer:

Effective October 1, 2024, a city employee seeking employment as a firefighter will be granted the following benefits:

- It is understood that this document is intended to memorialize in good faith that an internal lateral transfer employee's vacation or sick will not be negatively impacted.
- Vacation time accrued based on years of service to the City will be honored by the Fire Department.
- The internal lateral transfer will start with their current accrued vacation and sick time, which aligns with their years of service to the City and matches the current City of Laconia L-1153 CBA.
- Any unused vacation and sick hours earned before the transfer date can be carried over as hours and applied to the current CBA usage agreement.
- Any City employee seeking employment as a firefighter will be treated as a day-one employee under the terms of the current CBA for all other matters, including assignments, promotions, special teams, etc. Prior City service does not apply to computation or seniority within the Fire Department Organization. This amendment is not retroactive for any employee hired before January 1, 2024.

## ARTICLE 6

### PROMOTIONS

#### Section 1. Examination and Eligibility for Promotion.

The City shall hold promotional examinations for Fire Lieutenant and Fire Captain every two (2) years.

The test shall be during the second full week in April every two years.

To be eligible to take promotional examinations for a lieutenant position an employee must have four (4) years of consecutive active service as a permanent firefighter as of the date of hire with the Laconia Fire Department as of the date of the initial posting of the testing process. To be eligible to take promotional examinations, from lieutenant to captain, an employee must serve a minimum of one (1) year in the rank of lieutenant within the Laconia Fire Department which to include their probational time, at the time of the initial posting of the testing process.

The eligible candidate will be required to meet the minimum required qualifications to be eligible to test. The job description and minimum required qualifications must be posted no less than one calendar year before the date of the test.

#### Section 2. Study Manuals.

All promotional examinations will be compiled from books, manuals and Standard Operating Procedures which shall be specifically identified. At least ninety (90) days prior to the examination (a minimum of two (2) complete copies at Central Station and one (1) copy at Weirs Station), copies of any book, manual, and Standard Operating Procedure to be used in compiling questions shall be made available to employees. The selected books shall not exceed a combined total of One Thousand 1000 pages of testable material.

#### Section 3. Notice of Examinations.

A notice shall be posted on all station bulletin boards at least ninety (90) days prior to all competitive examinations.

#### Section 4. Administration of Examinations.

- (a) A promotional committee shall be established comprised of two (2) members of the Administration selected by the Fire Chief and two (2) members of Local 1153 selected by the Executive Board of the Union. This committee will be established the October prior to the scheduled test. Union members of the committee shall not be eligible to take a promotional examination for which they serve as committee members. The City's Personnel Specialist will serve on the committee ex-officio and shall not vote on matters before the committee, unless as necessary to break a "tie".



(b) The purpose of the committee will be to advise the Chief in development of guidelines and timelines for the overall examination process and the development of a reading list as provided for in Section 2 of this Agreement. The Chief shall have final authority to establish the reading list. The Chief shall meet and confer with the promotion committee prior to posting the reading list and notice of examination.

(c) Examination questions shall be developed by a testing contractor selected by the City. The promotion committee will name potential testing contractors from whom proposals will be solicited. Contracts shall be awarded in accordance with City contracting procedures. The City Manager shall have final authority to select the testing contractor.

(d) The testing contractor will develop 100 multiple choice questions for a written exam.

(e) The written examination will be administered by the City's Personnel Office. The written exam shall be comprised of 100 questions prepared by the testing contractor. The written examination shall be administered before the psychomotor portion of the testing process and eligible employees must attain a score of seventy percent (70%) or better to participate in the psychomotor portion of the process.

#### Evaluation and Weight:

Each part of the evaluation will be scored individually, results weighted will be based on a 100-point evaluation process based on the topics below.

##### Written examination – 20 points

- Resume review - 5 points
- Oral Board Process to include Section (f) - 15 points
- Hands on Scenario - 40 points
- Project or training Presentation - 20 points

Additional points based on applicants' current Seniority, certifications, and degrees will be added to the end result after the evaluation process has been tallied.

##### Seniority for years of service

- ½ point per year of service to 10 years
- Plus, ¼ point per year of service 11-25 years

A "year" will be when an employee has reached their seniority date as of the date of the test. Points for a partial year will not be awarded. The current seniority list, as required by Article 5 of this Agreement, shall be used to assess the seniority points.

##### Certifications:

##### Lieutenant:

- Fire Officer II – ½ point
- Fire Instructor II – ½ point
- Paramedic – ½ point
- Fire Inspector I – ½ point

Captain:

- Fire Investigator I – ½ point
- Fire Instructor III – ½ point
- Fire Inspector II – ½ point
- National Fire Academy: Managing Fire Officer – 4 points

Higher Education- Only the highest degree, not accumulated

- Associate's degree – 1 Point
- Bachelor's degree – 2 points
- Master's degree - 3 points
- Doctorate Degree -4 points

(f) The promotional committee shall suggest scenarios for the psychomotor portion of the testing procedure, with input from the Fire Chief as to the content of the scenarios. The promotional committee shall develop a scoring system for the oral portion of the testing procedure, develop scoring sheets for the psychomotor portion of the testing procedure, and the promotional committee will be responsible for scoring the psychomotor portion of the examination. The questions for the psychomotor portion may include questions based on the following categories:

- Leadership situation
- Team development
- Presentation/lecture
- Conflict resolution
- Hands on Scenario based on a low frequency/high risk applicable to LFD

The minimum score to pass the psychomotor portion shall be seventy percent (70%)

(g) The assessment center panel shall be made up of a Laconia Chief Officer (appointed by the fire chief); 2 full-time fire service officers from other agencies ; one non-fire service professional /(chosen by promotional committee); and one Laconia fire officer (chosen by Local 1153) for a total of five (5) individuals. No member of the committee will be eligible to participate in the promotional process once appointed to the committee.

(h) A Union observer who is not a candidate for the promotional exam, who is one of the union representatives of the promotional committee, may be present while the written examination and psychomotor portion is administered.

(i) Employees will be given an opportunity at the end of each examination segment to meet with the promotional committee to challenge any portion of the examination. Such challenges shall be made on the same day as the examination. The promotional committee shall have access to the challenged portion of the exam so as to rule on the challenge. If the challenge is upheld, the challenged questions (s) shall be discarded for all candidates and the exam scoring adjusted accordingly. All challenges shall be considered and completed on the day of the examination. Decisions of the promotional committee are not subject to the grievance procedures

## Section 5. Selection

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

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

- (a) Should the list of eligible promotable candidates be exhausted and a vacant officer's position become available, the Fire Chief has the ability to hold a comparable testing process to fulfill the vacant position. There will be a maximum of 2 books with a maximum of 250 combined pages of testable material for the written portion of the test. The chosen books will be ones already used from a previous testing process that the chosen testing company already has a question bank to build the written test. This test and the candidates who take this test will only be eligible for the open position and positions that become available until the next scheduled test. This testing process will not reset the 2-year testing period.
- (b) When an officer vacancy becomes available the chief will promote an eligible candidate in accordance with section (c) within 3 months from the vacated position.
- (c) All promotional testing processes, the names of the top three (3) candidates or fewer if less than three (3) are eligible, will be referred to the Fire Chief for selection. The Fire Chief shall have the right to select any one of the three candidates so proposed. Once a selection is made, the name of the next highest candidate on the list shall be forwarded to the Fire Chief and these three names shall be considered for the next vacancy. In the case of two (2) vacancies for the same rank, the names of the top five (5) candidates or fewer if less than five (5) are eligible, will be referred to the Fire Chief for selection.
- (d) Should the highest scoring candidate not be promoted, this candidate will be notified in writing of reasoning to include an outline of improvements to be made.
- (e) After an employee has been promoted to a higher rank, the employee shall be considered probationary for the next six months following the date of promotion. The Fire Chief shall conduct a written evaluation of the employee during the sixth month following the date of promotion. The employee must receive a satisfactory evaluation to be considered permanent in the position. In the case that the employee fails to receive a satisfactory evaluation, the Fire Chief shall demote the employee to their former firefighter or Lieutenant grade. Failure to conduct an evaluation of the employee during this period and for which an employee shall have held the position for 180 days shall waive the provisions of this section and the employee shall be deemed permanent in that rank.

## ARTICLE 7

## PHYSICAL EXAMINATION

### Section 1. Physical Examination

Employees shall be required to appear for a physical examination-yearly.

Employees shall be paid for actual time spent for the purpose of taking departmental physical examinations. An employee requesting to be paid for taking the departmental examination will provide the City with documentation of hours actually spent.

\*\*The city agrees to provide cancer screening for all employees once a sidebar agreement has been reached with details outlining costs locations and availability.

### Section 2. Physician

Examinations shall be given by a physician selected by the City, and the examination content shall also include a voluntary cancer screening in accordance with the life scan program. The physicians and locations shall be disclosed to the employee prior to the exam. The total expense of said exam shall be paid by the City. All examination reports shall be retained by the City's physician, with a copy forwarded to the employee. The City will receive notice from the physician that the employee is "fit" or "not fit" for duty.

### Section 3. Fit for Duty - Determination

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

## ARTICLE 8

## RETIREMENT

### Section 1. Retirement.

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

B. When an applicant granted a disability pension by the New Hampshire Retirement Board is determined to be disabled and the Board finds by reexamination said employee is fit for duty,

the City agrees to (i) retest the employee according to the then current New Hampshire Fire Standards and Training Requirements for a Career Firefighter. (ii) If the employee passes these exams and is deemed qualified according to the requirements of the then existing New Hampshire Fire Standards and Training Requirements, the employee must then submit to a pre-employment physical provided and paid for by the City. (iii) If the employee is found fit for duty according to the City's physical, the employee shall be reinstated at the rank and then prevailing salary for the position which the employee held at the time their pension was granted, provided the employee is no longer receiving any benefits from the New Hampshire Retirement Fund. (iv) Should the employee be reinstated, then they shall bump the employee with the least seniority in that rank and all employees bumped shall have the right to bump those with less seniority in that rank or lower ranks until one (1) open position has been created within the fire Department. Example: should the reinstated employee be a captain and both captains' positions are filled, then one captain is bumped to lieutenant, a lieutenant is bumped to firefighter and the firefighter with the least seniority is laid off to accommodate the reinstatement.

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

## Section 2. Supplemental Retirement Benefits

The City agrees to allow employees of the Department to voluntarily participate in one equivalent plan such as PFPOPE or the IAFF-FC, after City review to confirm Plan design compliance, in addition to the ICMA IRS Section 457 Plan. No more than two plans will be offered. The City will allow employee contributions to be taken as a payroll deduction.

## ARTICLE 9

### **SALARY/ GENERAL EXPENSES**

#### Section 1. Salary Schedules.

##### Definition of hours and schedule

Hours of duty

1 Shift = 24 hours of pay

½ shift = 12 hours of pay

Tour or 2 shifts = 1 week of pay (2 - 24 hours)

Vacation day = 12 hours off day or night (not a full shift)

Vacation week (list) = 2- shifts off (must be on the approved yearly vacation list)

Sick day= 12 hours day or night, unless on duty (will be charged hour for hour of usage)  
P-Day= 12 hours off (paid and earned at 12 hours)

### General Increase

Wage scale. See Appendix B

- a) Employees will be eligible for a step increase on their anniversary date. The employee's anniversary date is defined as the date of most recent appointment to City service, except for pay and evaluation purposes when it shall be defined as the date of appointment to the position currently held. Employees who have received a promotion will use that date as their annual step increase date instead of their date of hire.
- b) When an employee is promoted to a higher position the employee shall be paid in the new grade at the closest paygrade step that results in a pay increase. The employee will be eligible for a step increase in one year from promotion.
- c) Individual placement on the scale, the scale (appendix B) will be increased by 2.5% effective JULY 6<sup>th</sup>, 2025 Appendix C
- d) The scale (appendix C) will be upwardly adjusted effective JULY 5<sup>th</sup>, 2026 based on the 2025 Annual CPI-U for all urban consumers, series ID: CUUR0000SA0, not seasonally adjusted, with steps. This increase shall be no less than 2.0% and no greater than 4.0%.
- e) The scale that was adjusted in 2026 will be upwardly adjusted again effective JULY 4th, 2027 based on the 2026 Annual CPI-U for all urban consumers, series ID CUUR0000SA0, not seasonally adjusted, with steps. This increase shall be no less than 2.0% and no greater than 4.0% Adjustments indicated in Appendix C
- f) If a new employee is hired and isn't fully certified with Firefighter II/AEMT the employee's starting salary will be 3% less than Firefighter/AEMT 1 (Prob). Once both certifications are completed, employee will be moved up to Firefighter/AEMT 1 (Prob)  
T.A.12/18/24

### Section 2. Longevity Bonus

In addition to salaries and wage rates as may be approved by the City Council, the City of Laconia shall recognize satisfactory service of full-time employees covered under the City of Laconia Personnel Rules and Regulations by the payment of longevity bonuses according to the schedule shown below. A full-time employee under this provision is one whose work schedule averages a minimum of 35 hours per week during the 12 month period. The periods of time during which an employee is not authorized to accrue annual leave or sick leave shall not be creditable time for longevity purposes. Creditable time under this provision may be effective with the date an employee begins City employment. Upon completion of:

5 years creditable service through 9 years....1 day pay plus one (1) personal day

10 years creditable service through 14 years.... 2 days pay plus one (1) personal day

15 years creditable service through 19 years.... 3 days pay plus one (1) personal day

20 years creditable service through 24 years.... 4 days pay plus one (1) personal day

25 years creditable service through until termination 5 days pay plus one (1) personal day

For calculations under this section, one (1) days pay shall equal the employees standard hours of employment. Personal day earned must be used within 12 months of earning.

If the City's Personnel Longevity increase in benefits Section 2 will increase to the newest rate and adjustments.

### Section 3. Temporary Service Out of Rank.

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

### Section 4. Clothing Allowance.

Uniforms and uniform accessories shall be determined by the Chief.

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

#### Class A Uniform

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

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

Gloves	1 pr.
Belt	1
Tie	1
Hat Badge	1

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

#### Class B Uniform

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

\*to be worn with Class C Uniform

\*\* to be worn with Class A Uniform

#### Class C Uniform

Long Sleeve T-Shirts	4
Short Sleeve T-Shirts	4
Sweat Shirts	2
Ball Cap	1
Shorts	2 pair
Department Approved Sneakers	1 pair

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

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

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

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

#### Section 5. Automobile Expenses.



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

#### Section 6. Extra Duty.

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

Off duty personnel who are required to respond to duty on first alarm signals or any other type emergencies shall be compensated at the appropriate rate, but in no event shall an employee be compensated for less than two three (3) hours. Off duty personnel who are required to shovel hydrants shall be compensated at the appropriate hourly overtime rate.

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

#### Section 6A. Floaters and Temporary Employees.

The City may employ up to four full-time and temporary qualified firefighters in the aggregate, in addition to the usual complement of 40 full-time firefighters it currently employees. The incumbents in said positions may float at the discretion of the Fire Chief in order to reduce overtime needs of the department and address staffing concerns as the Chief may determine. The City may fill or create positions in excess of 44 in number at its discretion, but the temporary and floater positions shall be the four least senior positions. In addition to these temporary and floater positions, the City may hire temporary employees to cover for long term absences, by agreement with the Union, as it has done previously.

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

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

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

#### Section 7. Educational Incentive.

As an incentive to further professional education, any employee who successfully completes a fire science or related course of study recognized by any State Board of Education as creditable will be reimbursed by the City of Laconia for the cost of textbooks and tuition incurred. An advisory training selection committee will be formed to administer these funds. This committee will be made up of two representatives from the Union and two from management. Their purpose will be to select and approve individuals for on-going education as well as individuals and courses at national, state or local fire schools, with the final decision

made by the Chief should a tie vote occur. Sixty percent (60%) of the training budget will be established each year for this purpose. This section will be labeled "Schools and Seminars". All other portions of the training budget will be administered by the training officer.

In addition to the reimbursement outlined above, employees who successfully complete the following programs will receive stipends as outlined below, payable no later than the second payday in December.

#### Recognized post-secondary degrees

It is understood that an employee will receive the stipend for the highest level post-secondary degree only.

Post-secondary degrees: City shall pay up to \$800.00 annually for no more than two Associates Degrees in a field related to Fire Service as follows:

First Associates Degree - \$500.00

Second Associates Degree - \$300.00

The City shall pay an employee with a Bachelor's Degree an annual stipend of \$1,000.00.

The City shall pay an employee with a Master's Degree an annual stipend of \$1,500.00.

#### EMS Certifications

AEMT stipend: -\$1000.00

RSI Paramedic – 2%

#### Fire Rescue Certification

NH Certified Fire Officer I - \$250.00

NH Certified Fire Officer II - \$250.00

NH Fire Instructor OR Fire and Emergency Services Instructor I \$250.00

NH Fire Instructor OR Fire and Emergency Services Instructor II \$250.00

NH Fire Instructor OR Fire and Emergency Services Instructor III \$250.00

NH Certified Driver/Operator: All Vehicles - \$150.00

NH Certified Driver/Operator: Pumping Apparatus- \$150.00

NH Certified Driver/Operator: Aerial Apparatus- \$150.00

Fire Inspector I - \$150.00

Fire Inspector II - \$150.00

Fire Investigator - \$150.00

Hazardous Materials Technician - \$150.00

Rescue specialties:

Confined space rescue technician, Ice Rescue Technician, Rope Rescue Operations, Rope Rescue Technician, rescue systems, Swiftwater Rescue Level I, Swiftwater Rescue Level II, Swiftwater/Flood Rescue Boat Operator, Trench Rescue Technician, or equivalent certification classes in each discipline. -\$150.00 each T.A. (01/21/25)

Out of department seminars/training over 50 hours per year - \$200 (not to include hours towards already incentivized training, i.e. driver/operator).

## Section 8: Off Duty Training

Each employee is entitled to 24 hours, per fiscal year, per employee, off duty training pay. This pay is for use by members who are attending approved classes/training sessions on their days off and is to be paid at their overtime rates. This is also approved to be used for coverage while being covered on duty.

Each member has 24 hours to use until April 1st of each year. Any hours not used by that date become part of a "community pool" that may be drawn on by any member on a "first come, first serve" basis.

Members may request the number of hours for a class or training if it does not exceed their balance. Example: Rope Rescue class is 40 hours over a 5-day week, member may only request 24 hours of training pay. (Unless it is after April 1st and there is a surplus to request from).

Members may also split up their hours over more than one shorter class. Pay will not be issued until the course is complete and a certificate, or other form of proof of completion is presented indicating the hours of the training or class. If a class is approved, and you are confirmed to be enrolled in it, prior to April 1st, but the class occurs after that date, those hours will be locked into your class and will NOT be placed in the community bank.

These 24 hours do not need to be used for required classes (i.e., EMS RTP)

- 1) Complete the usual LFD Training request sheet
- 2) Select YES or NO for OFF DUTY TRAINING PAY
- 3) Indicate the number of hours you are requesting
- 4) Upon completion, submit the approved training slip and the completion certificate/proof of completion for documenting and submission of payroll request to C2.

## Section 9. Special Assignments.

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

## Section 10. Special Assignments Continued

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

B. During emergencies, the Fire Chief shall retain the exclusive authority to assign any employee, on duty or off duty, to any firefighter or EMS assignment whatsoever. Any

emergency shall be defined as “any unforeseen combination of circumstances, or the resulting state of which, calls for immediate action”.

#### Section. 11 AEMT

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

#### Section 12. State EMS Certification.

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

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

#### Section 13. Performance Evaluations.

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

#### Section 14. Certification Stipend

All members of the bargaining unit who have achieved the Fire Fighter I and II certification or equivalent shall be paid a stipend on a weekly basis in accordance with the following schedule:

July 6, 2025- \$22.00

July 5, 2026 - \$24.50

July 4, 2027 – \$27.00

Payment shall be made weekly without regard to actual hours worked.

## ARTICLE 10

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

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

### Section 2. Automobile Liability.

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

### Section 3. Health insurance

The City agrees that employees shall be provided with the HMO Super \$1500 plan and the Elevate Health Options \$2000 plan.

- a) In connection with the HMO Super \$1500 plan, the City shall provide each covered employee with a HRA each year as follows: One-person plan \$1,000. Two-person/Family-\$2,000. Funds can be used on eligible medical deductible and coinsurance and prescription coinsurance expenses. Unused balances will not roll over, but the city will contribute the beforementioned amounts at the beginning of each benefit year.

In the event that the individual has a pre-existing HRA balance from a different City offered health plan they will receive a separate HRA with a debit card. This HRA is a limited purpose (LP-HRA) and is specific for eligible dental and vision expenses for the employee and eligible dependents. Unused balances will roll over until the balance is zeroed out. This only applies to people who move to the HMO Super 1500 plan. The City shall contribute 90% of the premium cost.

- b) In connection with the Elevate Health Options \$2000 plan, the City shall provide each covered employee with a HRA each year of the contract as follows: One-person plan-

\$500; two-person plan-\$1,000; family plan-\$1500. Funds can be used on eligible deductible expenses incurred in Tier 1 or Tier 2. Unused balances will be allowed to roll over up to \$4,500.00 for all Single/Two-Person/Family enrollments in the elevated health plan only. The City shall contribute 88% of the premium cost.

- c) Payment to employees who show proof of coverage through another employer sponsored plan, not including a Laconia School Department or Water Works plan, and opt out of the City's health insurance coverage will receive the following amount:

Effective July 1, 2025:

Employees who are eligible for a single plan will receive \$ 1,706.17 per quarter.

Employees who are eligible for a two -person plan will receive \$3,071.05 per quarter.

Employees who are eligible for a family plan will receive \$3,739.86 per quarter.

Effective July 2, 2026:

Employees who opt – out will receive an increased amount of no less than 2.0% and no greater than 4.0% based on COLA for the year.

Effective July 1, 2027:

Employees who opt – out will receive an increased amount of no less than 2.0% and no greater than 4.0% based on COLA for the year.

Employees whose employment with the city is terminated prior to receiving their full opt out payment will not be eligible for the remainder of that opt out.

DENTAL INSURANCE: The City shall provide unit members Delta Dental Insurance, Option 1S through the Health Trust. The City shall contribute 80% of the premium for a one-person plan, 60% for a two-person plan and 50% for a family plan.

#### Section 4. Section 125 Plan

The City shall provide a Section 125 Plan.

#### Section 5. AFLAC

The City shall provide payroll deduction service for employees opting to participate in the Union-sponsored AFLAC supplemental benefits plan upon receipt of a payroll deduction form designating the amount of weekly deduction and signed by the employee. The City shall submit said deduction(s) along with a deduction summary listing the employee(s) and deduction amount monthly to an AFLAC representative designated by the Union by name/title/address. The City shall provide no other services or assume any liability relative to the plan including but not limited to plan maintenance, administration, claim processing, or coverage disputes. Should the City incur any expenses beyond those associated with payroll deduction and remittance to AFLAC, the Union shall reimburse the City for said expenses.

## ARTICLE 11

### HOURS OF DUTY

#### Section 1. Hours of Duty:

##### Definition of hours and schedule

##### - Hours of duty

1 Shift = 24 hours of pay

½ shift = 12 hours of pay

Tour or 2 shifts = 1 week of pay (2 - 24 hours)

Vacation day = 12 hours off day or night (not a full shift)

Vacation week (list) = 2 shifts off (must be on the approved yearly vacation list)

Sick day = 12 hours day or night, unless on duty (will be charged hour for hour of usage)

P-Day = 12 hours off / paid covered for 12 hours

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

- a) Regular Tour: Except in the case of emergencies, the hours of Tour shall not exceed an average of forty-two (42) hours per week in any one year.
- b) Tours of Duty: The work schedule shall be based on a four-platoon system with the following schedule: one twenty-four (24) hour shift followed by forty-eight (48) hours off followed by a twenty-four (24) hour shift followed by four (4) days off. The shift shall commence at 7:00 a.m. and employees shall not be transferred between stations except in an emergency or for other good cause. The off-going platoon will have overtime coverage responsibility during the forty-eight (48) hour period between the first and second shift.
- c) There shall be no work restrictions between the hours of 6:00 a.m. and 12:00 a.m. (midnight) except on holidays.
- d)

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

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

### Section 3. Extra Duty:

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

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

Off duty personnel who are required to respond to duty on first alarm signals or any other type emergencies shall be compensated at the appropriate rate, but in no event shall an employee be compensated for less than three (3) hours. Off duty personnel who are required to shovel hydrants shall be compensated at the appropriate hourly overtime rate.

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

### Section 4. Transfers.

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

### Section 5. Absenteeism.

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

### Section 6. Schedules and Assignments.

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



## ARTICLE 12

### LEAVE

#### Section 1. Annual Leave:

##### Vacation Cash-in Policy.

Employees with between one (1) and six (6) years service shall be entitled to ninety-six (96) hours paid annual leave accruing at the rate of eight (8) hours per month; employees with between seven (7) and thirteen (13) years service shall be entitled to one hundred forty-four (144) hours paid annual leave accruing at the rate of twelve (12) hours per month; employees with between fourteen (14) years and twenty (20) years of service shall be entitled to one hundred ninety-two (192) hours paid annual leave accruing at the rate of sixteen (16) hours per month; employees with over twenty one (21) years of service shall be entitled to two hundred forty (240) hours paid annual leave accruing at the rate of twenty (20) hours per month.

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

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

The annual vacation accrual, may be taken by work day or half shift provided forty-eight (48) hours of advance notice is given and the Chief approves not to exceed 3 per shift (firefighters and Officers). During the following holidays of Christmas, Thanksgiving, 4th of July, and New Years Day, vacation must be taken as a full tour (48 hours). The remaining holidays need to be taken as a work shift (24-hour period only)

#### Section 2. Leave for Injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3. Sick Leave:

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

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

B. Any employee who calls in for personal sick leave shall be required to take and be charged a full shift (24 hours). An employee who leaves work due to personal sickness is only required to use and be charged the time actually worked in that shift. An individual who leaves work due to family sick may return to work and not be charged a full shift provided the employee returns by 1900 hours. In any one year, up to three (3) scheduled working shifts of family sick leave may be used to attend to a member of any employee's family who is ill. In the event of illness where death is imminent, of a mother, father, wife, child, brother, sister or other member of the immediate family, sick leave may be used for a period of time not to exceed one (1) scheduled working tour of duty.

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

\*\*Program is outlined in the city personal policy

### Section 4. Leave of Absence.

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

### Section 5. Short Emergency Leave of Absence.

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

#### Section 6. Personal Leave:

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

#### Section 7. Leave for Union Business:

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

#### Section 8. Leave for Grievance and Negotiating Committees.

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

#### Section 9. Leave for Court Duty.

No employee who may be summoned or subpoenaed shall be caused to suffer any loss of wages. In the instance of Jury Duty, any mileage reimbursement will be returned to the employee. The entire stipend check will be returned to the City, and the City will reimburse the amount of mileage to the employee through Accounts Payable.

#### Section 10. Military Leave.

Any employee who voluntarily or involuntarily serves in the United States Armed Forces or National Guard ("uniformed services") will be provided with leaves of absence from their scheduled shift for such service or training in connection with the Federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Employees shall be granted twenty-five (25) Shifts of leave of absence per year without loss of pay, the City will pay the difference between military salary and the employee's base salary for the duration of the leave, provided the employee pays over to the City all military pay not including stipends or allowances earned. The twenty-five (25) Shifts may be broken into half shifts to cover the employee's night off prior to the employee's military mandatory report to duty time. If the employee uses more than the allotted twenty-five (25) Shifts the employee will continue their military service unpaid from the city.

The employee will report to his or her employer by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period. For

example, an employer cannot require a service member who returns home at 10:00 p.m. to report to work at 12:30 a.m. that night. But the employer can require the employee to report for the 7:00 a.m. shift the next morning.

Should the employee be called to active duty for an extended time the employee will provide the city with advance notice of military service, with some exceptions.

Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. However, no notice is required if:

- Military necessity prevents the giving of notice; or
- The giving of notice is otherwise impossible or unreasonable.

For an extended activation the City will continue to pay its portion of health insurance premiums for the duration of the leave separation and the employee will be eligible for FMLA. Once the employee is discharged or released from active military service, the employee shall be eligible to return to work as a City employee as described in Federal or State laws. (c) The City will reinstate eligible employees promptly as determined by USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.

Employee shall not lose any seniority while on leave.

For purposes of pay and reimbursement; Within 60 days of returning from military leave (reserve weekend, mandatory 2-week training, active duty deployment or any other military duties) the employee must submit the 3 payroll documents to the chief or their designee to be submitted to HR and Payroll to fulfill all parties financial obligations. If the documents are have not been submitted or extension has not been granted within 60 days the employee will be disciplined in accordance with the departments discipline process.

Payroll documents needed within 60 days

- Military Pay Stub
- City Payroll Deduction form
- City Military Payroll Worksheet

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

## Section 12. Bereavement Leave

Bereavement leave of forty-eight (48) hours with pay shall be granted an employee in the event of the death of one or more of the following relatives.

Spouse	Sister
Father	Brother
Mother	Child
Father-in-Law	Mother-in-Law
Step-Child	Step-Parent

Step Sibling  
Relative domiciled in the employee's household.  
Mother/Father/Child of significant other domiciled in the employee's household

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

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

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

### Section 13. Mental Health Leave

\*\*The city agrees to provide mental health leave for all employees once a sidebar agreement has been reached with details outlining costs times and circumstances.

## ARTICLE 13

### Section 1. Holiday Leave and Pay.

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

A. All employees shall receive an additional day pay equal to ten and one half (10.5) hours for paid holidays. Employees scheduled to work on any part of a holiday listed in Section 2, shall be paid one-half (1/2) day's pay for the hours worked based upon ten and one half (10.5) hours in addition to his regular holiday allowance. Any employee scheduled to work who fails to do so, except when on vacation and/or injured leave, shall forfeit all holiday pay.

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

## Section 2. Holiday Leave and Pay.

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

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

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

## ARTICLE 14

### Section 1. Management Rights.

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

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

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

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

To direct the working forces;

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

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

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

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

To introduce new or improved methods, equipment or facilities;

To contract out for goods and services;

To abolish positions;

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

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

## ARTICLE 15

### GRIEVANCE PROCEDURES

#### Section 1. Union to Present Grievance.

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

#### Section 2. Grievance Procedure.

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

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

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

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



#### 2.4.1 Step 1.

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

#### Step 2.

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

#### Step 3.

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

### Section 3. Compulsory Arbitration.

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

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

## ARTICLE 16

### Section 1. Separability.

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

## LETTER OF AGREEMENT

This Letter of Agreement is made and entered into on this 11<sup>th</sup> day of ~~June~~ <sup>October</sup> by and between the Laconia Professional Firefighters Association, IAFF Local 1153 (Union) and the City of Laconia (City) intending to be bound agree as follows:

The Parties believe that it is in the best interest of the City and the Union to provide for a method to permit lateral transfers of firefighters from other jurisdictions to be hired at a salary level higher than the contractual minimum pay in order that experienced members of the fire service community may be attracted to employment with the Laconia Fire and Rescue under the following conditions:

1. Upon the sole recommendation of the Chief of the Department to hire an applicant who possesses appropriate certification and experience of at least three (3) years as a Firefighter with another fire service jurisdiction and meets the definition of "fire service personnel" defined in RSA 100-A:1, VIII, or equivalent from another state to the City Personnel Specialist and City Manager. Upon their approval, such prospective employees may be hired up to the second step in the pay range as provided in the Collective Bargaining Agreement.

The decision to place an employee within the salary range above is at the discretion of the City and shall not be grievable. In exceptional circumstances, based on the Fire Chief's discretion, in consultation with the hiring committee, the Fire Chief may place an individual at the third step in the pay range, provided the prospective employee has advanced qualifications, experience and education. Also, an individual may be placed at the third step, if the previous experience was at a department with equal or greater call volume, per employee, for the same period of time, for the City of Laconia before applicant applied.

The newly hired employee will serve a nine (9) month probationary period and receive a step increase upon satisfactorily completing probation. The employee will receive the next step increase on their second anniversary date and advance on the pay scale in accordance with the Collective Bargaining Agreement thereafter.

2. Although this policy will permit hiring or placement on a salary level in compliance with this Letter of Agreement, years of service with a department other than the Laconia Fire Department will not be credited to years of service as far as seniority within the bargaining unit as it is defined in the Collective Bargaining Agreement and applied with respect to all other matters covered by the Collective Bargaining Agreement.

3. This Letter of Agreement will remain effective until notice by either party is given to the other of its intention to withdraw from its agreement.

WHEREFORE, the parties have executed this Agreement on the date set forth above by their authorized agents:


Laconia Professional Firefighters Association,  
IAFF Local 1153

City of Laconia

By:

  
Jason Griffin, President

By:

  
Kirk Beattie, City Manager

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

Lindsey  
Witness

The City of Laconia  
By Its Duly Authorized City Manager

Kirk Beattie  
Kirk Beattie

Witness  
Witness

Laconia Professional Firefighters Assoc.  
By Its Duly Authorized President

President David DiTommaso, or designee  
President David DiTommaso, or designee

APPENDIX A  
7/1/2025-6/30/2026

**Class**  
**FF/AEMT**

1	\$	27.69
2	\$	28.55
3	\$	29.40
4	\$	30.28
5	\$	31.18
6	\$	32.12
7	\$	33.08
8	\$	34.07
9	\$	35.09
10	\$	36.14
11	\$	37.24
12	\$	38.36
13	\$	39.50

**Class**  
**FF/Med**

2% RSI

1	\$30.45	\$ 31.06
2	\$31.40	\$ 32.03
3	\$32.35	\$ 33.00
4	\$33.31	\$ 33.98
5	\$34.31	\$ 35.00
6	\$35.35	\$ 36.06
7	\$36.41	\$ 37.14
8	\$37.49	\$ 38.24
9	\$38.62	\$ 39.39
10	\$39.78	\$ 40.58
11	\$40.98	\$ 41.80
12	\$42.20	\$ 43.04
13	\$43.47	\$ 44.34

**Class**  
**LT/AEMT**

5	\$	35.09
6	\$	36.14
7	\$	37.22
8	\$	38.35
9	\$	39.49
10	\$	40.68
11	\$	41.89
12	\$	43.15
13	\$	44.44

**Class**  
**LT/Medic**

2% RSI

5	\$38.58	\$ 39.35
6	\$39.74	\$ 40.53
7	\$40.93	\$ 41.75
8	\$42.17	\$ 43.01
9	\$43.43	\$ 44.30
10	\$44.73	\$ 45.62
11	\$46.07	\$ 46.99
12	\$47.46	\$ 48.41
13	\$48.87	\$ 49.85

**Class**  
**CAPT/AEMT**

6	\$	37.94
7	\$	39.06
8	\$	40.24
9	\$	41.45
10	\$	42.69
11	\$	43.97
12	\$	45.28
13	\$	46.64

**Class**  
**CAPT/Medic**

2% RSI

6	\$41.72	\$ 42.55
7	\$42.98	\$ 43.84
8	\$44.27	\$ 45.16
9	\$45.60	\$ 46.51
10	\$46.98	\$ 47.92
11	\$48.38	\$ 49.35
12	\$49.83	\$ 50.83
13	\$51.32	\$ 52.35