

ARTICLE 19
LEAVES OF ABSENCE

Section 19.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave A physically or mentally incapacitated Employee may request a disability leave. A disability leave for a period not to exceed six (6) months for mental disability and twelve (12) months for physical disability may be granted when the disability continues beyond the accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request and is:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;
or
 3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician. It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick leave has expired.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. When an Employee is ready to return to work, he/she shall furnish a statement by a physician releasing the Employee as able to return to work. Replacements for workers on disability leave are employed pursuant to C (3) of this Section.

- B. Employer Required Disability Leave The Employer may require an Employee to be examined by a licensed physician, selected by the Employee from a list of three (3) submitted by the Employer, at the Employer's expense. An Employee found to be unable to physically perform the substantial duties of his/her position shall be placed on Disability Leave as described in Paragraph A above.
- C. If the physician hired by the Employer and the Employee's physician are in disagreement regarding the ability of an Employee to return to his/her duties, the Employer's physician and Employee's physician will mutually select a third

physician to resolve the disagreement as to the determination of return to duty. The cost of such evaluation/examination shall be borne equally by the parties. The decision of the third physician shall be binding upon the City, the Union and the Employee.

D. Leave of Absence The Employer may grant a leave of absence to any Employee for personal reasons of the Employee. Such a leave may not be renewed or extended beyond six (6) months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to the next available similar position if the Employee's former position no longer exists.
4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an Employee fails to return to work at the expiration of an approved leave of absence, such Employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of leave.

E. No benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence, except that group insurance coverage may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Section F below.

ARTICLE 24
WELLNESS AND PHYSICAL FITNESS

Section 24.1 Wellness Program: The parties agree to abide by and incorporate by reference herein the City's Wellness Incentive Program and any changes therein the City subsequently determines are appropriate. All full-time Employees must be active in the City wellness program. Failure to be active will result in formal discipline. "Active" means joining the program.

Section 24.2 Physical Fitness Program:

- A. Examination: Employees must complete an annual physical to be paid for by the City performed by a City selected physician.
- B. Fitness Program: The IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as the guide for the improvement of the quality of life for all uniformed employees covered under this Agreement. Participation shall be considered mandatory for all employees covered under this Agreement. The City agrees to maintain, but will not exceed, the current level of resources to support the wellness and fitness program, unless the City, in its sole discretion, chooses to exceed the current levels. This includes an annual physical examination for all career uniformed Employees. The City agrees to provide sufficient opportunities for Employees to participate in this program during normal working hours; however, each Employee is required to participate in a physical fitness program during each shift worked except as waived by the Fire Chief and must document their participation as described in section 24.2 section D below. The Union will be responsible for a fitness assessment for each Employee and semi-annual appraisals. The Union hereby agrees to notify the Fire Chief of any problems or concerns relative to an employee's participation or physical condition. An Employee may be disciplined for failing to workout consistently. An Employee cannot be formally disciplined for failure to improve in performance (i.e. failure to get stronger).
- C. Subject to the limitations provided above, the City agrees to assume any financial obligation associated with the fitness assessments, provide necessary equipment

for conducting said fitness assessments and required training for the member responsible for conducting the fitness assessment.

- D. Each Employee will track his own daily workouts in a daily log. The appropriate log will be designated by the Chief. The responsibility to log daily workouts rests solely on the individual Employee. The department Wellness Representative will deliver a summary of the log to the Chief on a monthly basis.