

PERLB

**City of Claremont
Public Works Contract**

**Article 1
Preamble**

The City of Claremont, (hereinafter referred to as the "City"), and AFSCME Council 93, Local Union 1348 (Hereinafter referred to as the "Union"), hereby agree as follows:

**Article 2
Purpose**

The purpose of this Agreement is to set forth agreements reached between the City and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Article. This contract is comprised of model language and union specific language. To the degree there is any conflict between the model and union specific language, the union specific language shall control. The parties recognize that although some of the contract provisions contained herein is similar or identical to other union agreements, that this is an independent agreement.

**Article 3
Recognition
(see specific)**

- 3.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all employees. The Union recognizes the necessity of the City to operate within its budget as set by the City Council.
- 3.2 The term "Employees" as used includes all positions identified in the PERLB Certification that is attached to the union specific addendum and is hereby incorporated by reference.
- 3.3 The Union agrees to represent all employees in the Bargaining Unit without discrimination and without regard to membership in the Union. However, this shall not prevent the City Manager, department heads or assistant department heads from communicating or consulting with any employee or group of employees in their normal supervisory capacity as municipal officials. Nothing herein shall be construed to relieve the City of its obligation to negotiate terms and conditions of employment.
- 3.4 The City and the Union each reserves the right to act hereunder by Committee (which Committee shall be reasonable in number), or designated representative. This provision shall not be construed to allow the City to modify terms and conditions of employment except as otherwise permitted by law.

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3.5 The inclusion or exclusion in the bargaining unit of new personnel classifications established by the City shall be preceded by discussion with the Union.

**Article 4
Non-Discrimination**

The City agrees not to discriminate against a member of the Union because of race, creed, color, sex, religion, marital status, physical or mental disability, national origin, or for membership or non-membership in the Union, or any other class protected by law. The parties agree that this article shall not be construed to limit or abrogate any employee's rights otherwise protected by law.

**Article 5
No Strike Clause**

5.1 Under no circumstances will the union cause, encourage, sponsor, or participate in any strikes of any kind, stoppage of work, slow downs, or any kind of interference with, or interruptions of, the City's business by the Union or its members. In the event of any such activity, the City shall not be required to negotiate on the merit of the dispute that gave rise to such activity until any and all such activity has ceased. There shall be no lockout, partial or total, by the City.

5.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 5.1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce said employees or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article may be subject to disciplinary action.

**Article 6
Management Clause**

Except as specifically limited or abridged by the terms of this Agreement, the management of the City of Claremont in all phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the City of Claremont, including but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as the right, responsibilities and prerogatives relating to, including, but not

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limited to the direction of workforce, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge for just cause, relieving employees from duty for lack of work and/or funds, the right to decide classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all operations of the City of Claremont in all its phases and details as well as all rights retained by virtue of including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other management rights not specifically herein enumerated.

Article 7 Union Rights

7.1 It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed as a result of Management's actions. All grievances, negotiations, and arbitrations shall be conducted during normal business hours or at mutually agreeable times.

The representatives shall be:

Chairman/President
Steward/Vice President

7.2 An alternate shall be permitted to assume the duties of the Chairman/President or Stewart/Vice President. The alternate may also serve as a member of the negotiating team. The Union shall advise the City of the names of the employees holding Union Office. Union officers, as described above, shall be permitted to process grievances during their scheduled hours of duty subject to reasonable time place restrictions. The Union Chairman/President, Stewart/Vice President, or other Union officer shall be permitted up to a total of eighty hours (80) (*eighty-four (84) hours for fire*) provided that shift coverage is provided (FIRE/POLICE) for the purpose of attending state or national meetings, conventions, or seminars.

7.3 The Union may post notices on the bulletin boards or any adequate part thereof in places and locations where the Department for employees to read posts notices. All such notices shall be on Union stationary, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time.

7.4 Union Officers may utilize the Employer's electronic mail system, or other modes of correspondence, provided that the employee's normal workstation and/or duties involve the use of computers and/or access thereto. Nothing herein shall be construed to require the city to provide access to computers for employees whose normal job functions do not require access.

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7.5 Union Officers/members shall be allowed the use of meeting facilities/rooms/station for discussion when appropriate notification is given, as long as the space is available.

7.6 The Union shall be allowed to make a reasonable number of copies for Union Business free of charge. A specific code will be provided and implemented for this purpose.

**Article 8
Union Dues**

Upon completion of the probationary period, all employees of the bargaining unit shall either become a member of the Union or pay an Agency Fee as provided for herein.

The City agrees to deduct from the pay of each member of the bargaining unit the current union dues or Agency Fees as certified to the City by the Treasurer of the Union. Dues deductions shall be made each pay period.

The City shall send the amount deducted, with a list of those who had dues deducted, once each month, no later than the fifteenth calendar day of the following month, to the Local Treasurer. The Union agrees to keep the City informed of the correct address where the dues are to be sent.

The Union will keep the City informed of the correct name and address of the Treasurer of their local Union. The Union also agrees to keep tract of probationary periods and inform the payroll department by submitting a signed authorization form from each employee of the beginning and ending periods of union dues deductions. In the event that the employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues or Agency Fees then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues or Agency Fees.

**Article 9
Probationary Employees**

9.1 All newly hired employees must serve a probationary period of one year from the date of hire. During such probationary period, such employees shall be entitled to the benefits of this Agreement, however, Articles 26 and 27 shall not apply. Nothing herein shall be construed to abrogate or limit the application of section 9.2.

9.2 Probationary employees may be disciplined, including but not limited to, suspended or terminated for any reason and at any time by the Employer, in its sole discretion and neither the employee so

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disciplined, suspended or terminated, nor the Union, shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

9.3 All employees whose positions require licensing or certification must be licensed or certified as a condition of continued employment within 6 months after the end of their probationary period unless otherwise extended by the Director/Chief and City Manager.

**Article 10
Seniority, Promotions, Demotions and Vacancies
(see specific)**

10.1 Seniority shall be defined as the employee's total time of continuous employment with the City. Departmental seniority is defined as the time worked within the current department of the employee. Classification seniority is defined as the total time in grade, rank or classification.

10.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period of one year and have become either regular full-time (or regular part-time employees/Clerical Union only) at which time their seniority shall be computed from their date of original hire by the City.

10.3 In the event of a lay-off or reduction in the work force, such lay-off or reduction shall be governed by a combination of seniority and performance. Each employee shall be evaluated each year and shall be given an overall score between 1- 100, with the higher number indicating better performance. In determining layoff and/or recall, the Employer shall add together the employee's last three years of evaluation scores. The employer shall also multiply the employee's complete years of service times 20 points per year. After arriving at these two aggregate numbers (performance and seniority), the employer shall then multiply the seniority number by .60 (60%) and multiply the performance number by .40 (40%). The resultant numbers shall be added to together and the employee with the lowest combined score shall be laid off.

Examples:

Employee	Evaluations	Seniority	Weighted Eval.	Weighted Sen.	Total
#1	70,70,70	10 Years	84	120	204
#2	70,70,70	7 Years	84	84	168
#3	80,75,70	6 Years	90	72	162
#4	90, 90,85	5 Years	106	60	166

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#5	95,95,95	3 Years	114	36	150
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A committee comprised of equal numbers of Union and Management representatives shall be formed to develop a citywide evaluation instrument(s). Until the new evaluation system has been in effect for three years, the evaluations done under the new system shall be averaged and any number of years short shall be imputed from an average of the available prior evaluation scores. Thus, if only two years of evaluations are available at the time of the layoff, then averaging the first two years shall determine the third year. In the event total scores are equal, the least senior employee shall be laid off first. If layoffs must occur prior to the completion of the first evaluations under the new evaluation instrument(s), than the language previous agreement shall control.

10.4 Employees shall be recalled for up to 18 months. Employees will be recalled in reverse order, with the last person laid off recalled first. Employees recalled shall not lose their seniority. Notice of recall shall be sent, by certified mail, to the laid-off employee's last known address as shown on the City's records. The recall notice shall give the employee a minimum of 14 calendar days on which to return.

10.5 An employee's seniority shall be lost for, but not limited to, the following reasons:

- a. Discharge
- b. Voluntary quit, resignation or retirement
- c. Failure to respond to a notice of recall as specified.
- d. Illness or injury not covered by Workers' Compensation resulting in an inability to perform an employee's regular work with the City which lasts longer than the approved leave of absence.

10.6 An employee who is hired for only a limited period of time to fill a vacant regular full-time (or part-time/Clerical Union only) employee's position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.

10.7 Posting of all vacancies and new positions shall occur within seven (7) calendar days from the date that the vacancy occurs. If a vacancy occurs and there will be a delay in filling due to monetary shortages or other stated reasons, the length of the delay shall be posted within seven (7) calendar days. All vacancies and new positions shall be open to application by Union employees. Employees may submit their applications to the Director and/or the Human Resources Coordinator. Status Change applications for employment shall be filled out by the individual seeking the promotion or transfer. The Director shall be responsible to distribute the applications to the Human Resources Department within seven (7) calendar days of the closing date. The closing date will be specified on each posting. The City of Claremont reserves the right to repost any position if it feels it is in the City's best interest. The position will be awarded to the most qualified by job description as determined by the department head/superintendent along with the Human Resources Coordinator. If two or more employees are equally qualified for the position, the employee with the most seniority shall be given preference. Promotions shall be subject to a one-year probationary period. .

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10.8 Employees in the department where a vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s) posted, provided, however, that such employee may, at their discretion, have their names removed from the list within seven (7) calendar days of returning to work, and provided further, that if the position has to be filled, at the discretion of the employer, prior to the time an employee can return, then the employee's name will be removed from the list.

10.9 An employee transferred from another division or promoted to a new position shall have a one year probationary period. If the employee fails to gain seniority in the new position by the supervisor's appraisal, the employee may return to the position the employee left, displacing the least senior person in that classification. Notwithstanding, the employee shall only have the ability to return to their former position if done within ninety-days (90), (six months for fire and police).

**Article 11
Safety**

11.1 The City shall have the right to make regulations for the health and safety of its employees during their hours of work. Representatives of the City and the Union (RSA 281-A:64 Joint Loss Management Committee) may meet the first Tuesday of each even numbered month to discuss such regulations and problems that may need attention. The Union agrees that its members shall comply with the City's rules and regulations relating to safety.

11.2 The Union's safety committee shall consist of the Union chairperson and/or a coordinator from each of the following areas:

Fire
Police
City Hall
GCC
Highway

One of the representatives shall act as a committee chairperson and will conduct the meetings.

11.3 The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them.

11.4 The City shall provide to all employees the following items (if required): hard hats, rain gear, rubber boots, safety vest, eye protection, ear protection, turnout gear, and other such gear as required by each dept., and such at no cost to the employee. Employees shall sign for this personal equipment. Unserviceable personal equipment provided by the City may be returned for replacement at no cost to the employee. Notwithstanding, employees shall reimburse the City for any equipment that is lost or damaged due to destructive and/or wanton conduct. The Department head/Chief shall have the discretion to waive reimbursement.

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11.5 Employees shall not store personal items or equipment in City-owned vehicles without the prior approval of the Department head/Chief. Notwithstanding, employees that elect to bring such property to work assume the risk of loss.

11.6 Any employee injured on the job shall be directed to the Priority Care Unit at Valley Regional Hospital whenever practicable for a medical checkup. This responsibility shall be administered by the supervisor/foreman or the department head/superintendent. The current City accident reporting policy shall be followed.

Article 12 Holidays

12.1 The following shall be observed as paid holidays for all full-time employees:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday
Veteran's Day	

12.2 Holiday's falling on a Saturday shall be celebrated on the proceeding Friday, while those falling on a Sunday shall be celebrated on the following Monday.

12.3 If a holiday occurs while an employee is on vacation, the employee will be charged with the holiday and not a vacation day. If a holiday occurs while the employee is on sick leave, the employee will be charged with the holiday and not a sick day. This provision shall not be construed to negatively impact employees that bank holiday.

12.4 Unless otherwise agreed to in advance by the Department Head, holiday pay shall not be paid if an employee fails to report to work on the last scheduled workday prior to the holiday, and the first scheduled workday after the holiday except for approved sick leave or bereavement leave. If an employee becomes ineligible for holiday pay under this article as a result of a bona fide illness or circumstances beyond their control, said employee shall be entitled to petition their Director/Chief in writing to make an exception to the policy. The Director/Chief may grant this exception if, in his/her discretion, the employee is able to demonstrate by reasonable and appropriate means that he/she was in fact ill. This right to petition will not be subject to the grievance procedure. Nothing herein shall be construed to prevent an employee from receiving holiday pay if he/she actually worked on the holiday in question, unless said holiday is observed on a different day.

12.5 Fire, Police and Police Dispatchers shall be paid at their regular hourly rate (fire @10 hrs. police @ 8 hrs.) for each of the above listed holidays whether or not the employee is on sick or vacation leave. The employees who are scheduled to work and actually work in the emergency services departments (fire and police) on New Year's Day, Thanksgiving Day and/or Christmas Day shall be paid at the rate

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Of one and one-half (1 ½) times their standard hourly rate. (Prior to December 15, fire and police department employees only shall notify their Chief (or designated representative) of their wish to have all holiday pay to be paid as due, or to be paid for all holidays in a lump sum (one check) on or before December 1, of the following year.)

12.6 Floating holidays must be approved at least seven (7) calendar days in advance of the employee's requested date by the Department Head/Director/Chief. The Department Head/Director/Chief may take into consideration the needs of the department, scheduled projects, and prior approved leaves in approving the requested leave. Approval shall not be unreasonably withheld.

Article 13 Leave Provisions

13.1 Sick Leave: Each full time employee shall accrue one working day of sick leave for each month worked. Probationary employees may accrue sick leave but are not entitled to use the accumulated sick leave until three months of their probationary period has been completed. Workers' Compensation leave shall be considered time worked for purposes of this Section. Sick leave may be accumulated to a maximum of forty-five (45) working days. Employees who have more than forty-five days accumulated on December 12, 1995 (Fire) shall retain and be permitted to maintain their accumulated days. Further, employees that are recalled shall retain all sick days accrued as of the date of layoff. Accumulated sick leave is lost when the employee leaves the City service, except as provided for herein. In the event of the death of an employee caused by or from the performance of the employee's duty, the City shall pay the employee's designated beneficiary one hundred percent (100%) of the employee's designated sick leave.

13.2 Sick leave is granted because of illness or off-duty accident of the employee or a member of the employee's immediate family, requiring the employee to stay home. In order to be paid sick leave, the employee must notify the Department Head prior to the beginning of the employee's scheduled time to work, except for good cause shown. The employee may be required to furnish proof of sickness by a doctor's excuse or Priority Care at the City's expense. Employees who have been absent for five consecutive days will be placed on family medical leave (FMLA). If it is later determined to be that the absence was due to a work related injury, all FMLA leave shall be credited back to the affected employee. Each employee placed on FMLA due to a non-work related illness or injury shall be required to obtain a return to full duty work status without restrictions (fitness for duty/per employee's job description) prior to returning to work. This paperwork must be submitted to and approved by the Human Resources Coordinator prior to the beginning of the employee's shift. This requirement shall not be construed to prohibit any bona fide request for accommodations under the Americans with Disabilities Act (ADA). Employee's who are placed on, or have requested FMLA leave, must keep their Director/Supervisor and Human Resources Coordinator informed of their medical status.

13.3 Each full time employee completing a full calendar year of employment with no sick days used shall be entitled to two (2) vacation days in addition to the employee's accrued vacation during the following calendar year. Employees taking two (2) sick days or less during the calendar year shall be entitled to one (1) additional vacation day during the following calendar year.

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**Article 14
Bereavement Leave**

14.1 Bereavement leave of five (5) working days with pay shall be granted to an employee in the event of death of his/her:

- Spouse
- Father
- Mother
- Child
- (Or) a relative domiciled in the employee's household

14.2 Special leave of two (2) working days, with pay, shall be granted an employee in the event of the death of the employee's brother or sister and of his/her spouses:

- | | |
|-------------|--------|
| Father | Mother |
| Grandchild | Uncle |
| Grandmother | Aunt |
| Grandfather | Sister |
| Brother | |

14.3 Under extenuating circumstances, additional days, with pay, may be granted with written approval of the City Manager.

**Article 15
Personal Days**

Personal Days: Full time employees shall be entitled to two (2) non-cumulative Personal Days each calendar year. These days may not be carried over into the following year. Personal days may be taken at any time provided the shift is at full compliment or adequate coverage is provided for within the department. One day must be taken in its entirety and the second may be used in 1/2 workday increments.

**Article 16
Injury Leave**

16.1 Injury leave, as distinguished from sick leave, shall mean any paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was on duty. Employees of the City are covered by Worker's Compensation Insurance. In the event of injuries causing temporary total disability of less than seven (7) days, the City will pay the employee's regular pay for such period since payments are not made under the Worker's Compensation Insurance for such accidents. Since Worker Compensation benefits do not provide payment of the employee's entire regular net pay, the City will augment the Workers Compensation payments up to the employee's regular 40 (42 hours/Fire only) net pay for a period not to exceed twelve (12) months. Any funds used to augment Workers Compensation payments after the first twelve months shall be deducted from an employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation

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time, personal time, and/or earned time will be substituted to the extent available.

16.2 Except as provided for herein, in the case of injuries causing temporary total disability, the City will use the employee's sick time pay to pay the employee's entire regular pay during such periods when payments are not made under the Worker's Compensation Insurance. If the employee does not have sick time available then any paid leave such as vacation time, personal time and/or earned time will be used to supplement the employee's wages up to net pay. In the event of injuries causing temporary total disability, the City will supplement the payments made by the Worker's Compensation, so that it will equal the employee's regular 40 (42 hours/Fire only) Net Pay. Net Pay is defined as the amount of Pay an employee receives for 40 (42 hours/Fire only) hours of work after necessary deductions such as Federal Income Tax, Pension, Social Security, Health Insurance, Dental Insurance, Retirement and Union Dues etc. In the event of permanent total disability or death resulting from an accident received on the job, these supplemental payments will be made subject to the same rules and regulations as Worker's Compensation Insurance and shall not be payable if the accident is due to intoxication or willful misconduct on the part of the employee.

16.3 Employees within the same Department may contribute up to a total of forty (40) (42 hours for Fire) hours of sick leave per year to any other employee(s) within the same Department who suffers from a serious health condition and has exhausted all their available leave, excluding one week of vacation. Any employee who suffers from such a serious health condition and is about to exhaust all their available paid leave, excluding one week of vacation, is entitled to make a request in writing to the Sick Leave Donation Committee requesting additional days. Any employee who suffers from such a serious health condition and has exhausted all their available paid leave, excluding one week of vacation, may accept from other employees within the Department up to a total of up to two hundred and forty (240) (252 hours for Fire) additional hours of sick leave during any twelve-month period.

16.4 Upon receiving a request for additional sick leave, the Sick Leave Donation Committee shall determine eligibility. The eligibility determination shall be subject to the grievance process up to but not including arbitration. If it is determined that the union employee in question is eligible, the Committee shall post a notice of the request. Any employee wishing to donate sick leave to another union employee within the same Department, must communicate to the Human Resource Coordinator, in writing, the amount of hours the employee wishes to donate. In order to be eligible as a donor, the employee in question must maintain a minimum of twenty (20) days of accumulated sick leave. Further, the employee who donates sick leave shall have the option of donating anonymously. The Sick Leave Committee shall not divulge the identity of any employee (s) who does or does not donate sick leave without their consent.

16.5 The Sick Leave Committee shall be comprised of the Human Resource Coordinator, the Director of Finance, and two union employees. The union members shall be designated at the beginning of each year and shall be selected by the union stewards/presidents of all four collective bargaining units. The union employee members shall be rotated from year to year to ensure that there is equal member participation amongst all collective bargaining units. No more than one union employee may serve from each collective bargaining unit at any one time. All determinations of eligibility shall require a majority vote of the members of the Sick Leave Committee.

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16.6 This policy incorporates the definition of serious health condition as defined by the Family Medical Leave Act. Notwithstanding, and for the purposes of this provision, donated sick leave shall only be available for the employee's own health condition and not to care for a member of the employee's family or for the birth or adoption of a child, unless the family member or child in question suffers from a life threatening health condition that requires constant, continuous, and immediate care. Donated sick time shall not be consider as "used" for the purposes of determining eligibility for any sick leave incentives.

Article 17 Medical Leave

17.1 Written medical leaves of absence without pay shall be granted by the Department Head for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Beginning with the date that the leave dispersed is designated as FMLA Leave. Medical leaves of absence shall only be granted to full-time regular employees for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Department Head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons, the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

17.2 During a medical leave of absence without pay, an employee shall have no loss of health, dental, life, or short-term disability benefits but will not continue to accrue any paid leave benefits while out on medical leave. Health and Dental insurance benefit payments will be paid by the City in accordance with the established level of contribution during periods when the employee is on medical leave without pay. The employee shall be responsible for payment of the employee's share of said insurance benefit payments.

17.3 A medical leave of absence may be requested by the employee if the employee is aware ahead of time of a problem and/or a condition that qualifies for family medical leave (FMLA). However, even if the employee does not request FMLA, the employer may nonetheless designate the leave as FMLA, at its sole discretion, thereby activating the twelve-week period. It is the responsibility of the employee to keep the Director/Human Resources Coordinator informed as to the medical status of the employee. The employee must use paid leave during this medical leave if paid leave exists on behalf of the employee. The employee will maintain the option as to which leave bank he or she utilizes while on the paid leave. If the paid leave should be exhausted prior to the employee returning to work, then the remainder of the family medical leave will continue to be unpaid. During the unpaid leave of absence, it will be the employee's responsibility to pay the normal weekly contributions to health, dental and additional contributions (except union dues) on his/her behalf. Should the employee not be eligible for short-term disability benefits, it will be the employee's responsibility to maintain health coverage at COBRA rates until his/hers return to work. Any employee, who does not return promptly to work, once released back to full duty, may be dismissed for cause. It shall also be cause for the

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employer to collect full cost of insurance benefits from that employee should he/she not return back to work.

17.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Leave may be extended with approval of the City Manager due to a serious health condition of the employee, the approval of which shall not be unreasonably withheld. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

**Article 18
Authorization Leave**

18.1 Employees may, with the approval of the Department Head and with consideration of the good of the department, and approval of the City Manager, be granted a leave of absence. The granting of such leave shall protect the employee's existing continuous service for the leave period. However, if the employee has paid leave time accrued at the time of the request, or accrues such time during the period of leave, prior to commencing unpaid leave, then the employee must use the paid leave prior to the permission of the unpaid leave. Leaves of absence will not be granted to permit employment elsewhere. Authorized leave of absence with protected seniority shall not be permitted for periods in excess of ninety (90) days, except in unusual and deserving cases, which shall be determined by the City Manager, Department Head, and Human Resources Coordinator. The employee loses all benefits provided by the City during such time however, the employee may elect to continue health and dental coverage as his/her expense at current COBRA rates.

18.2 Maternity Leave. Pursuant to Federal law, the City agrees to grant employees covered by this agreement leaves of absence, for periods not to exceed twelve (12) weeks, for Maternity Leave. If paid vacation time is banked then employee must use paid vacation time until it is exhausted. If the employee who is requesting a leave of absence accrues paid leave time anytime during the requested leave of absence, then the paid leave time will be issued to the employee with the remainder of the leave to be unpaid. This leave may be extended in unusual and deserving cases.

**Article 19
Military Leave**

Any full-time employee is entitled to seventeen (17) days leave without pay annually for duty with the reserve components of the Armed Forces of the United States of America or the National Guard. This shall not affect the employee's annual vacation. The City will pay a full-time employee for such service in the military, the difference between the military earnings, and regular pay for the period. In order to qualify for this payment, the employee must first submit documentation verifying the amount received from the military. The City agrees to comply with current Federal law pertaining to the privileges of employees ordered to extended active duty by the United States Government.

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**Article 20
Jury Duty**

20.1 An employee called as a juror or witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service.

20.2. Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as it is reasonably possible after being excused.

20.3 Satisfactory written evidence of such service must be submitted to the employee's immediate supervisor. Any fire employee that, while on jury duty, must work a scheduled evening shift and is called out to respond to an emergency for more than two hours, shall be relieved of reporting to work the following evening, if scheduled, and shall lose no pay.

20.4 Payment of meals and/or mileage shall not be considered as part of the fee for this Section.

**Article 21
Vacations
(see specific)**

21.1 All regular full-time employees are entitled to vacation. Vacation time shall be posted to the employee's account as of January 1 of each year. Vacation time for those employee's with less than one full year as of January 1 shall be pro-rated for the first year. Employees shall not be entitled to take/use vacation time until they have completed 6 months of regular full-time employment.

Vacation pay will be based on an employee's base pay on the following basis:

TIME IN SERVICE	DAYS VACATION PER YEAR
From zero (0) year to four (4) years	Eleven (11)
Five (5) years	Twelve (12)
Six (6) years	Thirteen (13)
Seven (7) years	Fourteen (14)
Eight (8) years	Fifteen (15)
Nine (9) years	Sixteen (16)
Ten (10) years	Seventeen (17)
Eleven (11) years	Eighteen (18)
Twelve (12) years	Twenty (20)
Thirteen (13) years	Twenty-one (21)
Fourteen (14) years	Twenty-two (22)
Fifteen (15) to nineteen (19) years	Twenty-three (23)

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Twenty (20) to twenty-four (24) years
Twenty-five (25) or more years

Twenty-five (25)
Twenty-seven (27)

21.2 All vacations shall be subject to the approval of the Department Head/Superintendent. When it is necessary to limit the number of employees on vacation at any one time, vacation will be allowed at the discretion of the Supervisor/Director.

21.3 All employees shall be required to take their vacation during the calendar year. No vacations shall be accumulated or carried over to the next fiscal year without the written approval of the Department Head/Superintendent. In the event of an exception, a maximum of no more than 10 days may be carried over or approved by the Director.

21.4 An employee who is separated, dismissed or retired from City service shall be granted the sum total of the employee's vacation leave at the date of such separation, dismissal or retirement.

21.5 In the event of the death of an employee, the City will pay all the employee's earned wages, vacation, accumulated sick days and pro-rated longevity pay to the employee's designated beneficiary or estate if there is no beneficiary. The insurance carrier will pay the life insurance benefit. It is the responsibility of the employee to notify the Human Resources office in writing of any change in beneficiary.

21.6 Vacations may be taken in weekly increments or on a per day basis both requiring at least twenty-four (24) hours advance approval from the Department Head/Superintendent as in Section 21.2 above.

21.7 Part time employees (Clerical Union only) shall earn vacation leave based upon their individual weekly average.

**Article 22
Short Term Disability**

22.1 The City shall provide short-term disability income insurance after the employee has served two (2 years) of continuous employment with the City. Short-term disability coverage will become effective the 1st of the month following the employee's 2nd year anniversary. Short-term disability shall consist of the following:

- (1) Two-thirds of the employee's base income, paid by the insurance carrier, up to a maximum allowable benefit (cap) of \$750.00.
- (2) Twenty-six (26) weeks of coverage,
- (3) Forty-five (45) day waiting period,

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- (4) Disability payments are solely the responsibility of the insurance carrier.

All disabilities shall be verified by a medical doctor's statement as to the length of time and the severity of the disability. The City may request a second opinion at its expense. Disability coverage shall not apply to injuries covered by Workmen's Compensation Insurance. Health insurance coverage shall remain in force for the employee with the employee paying the employee's contribution in accordance with Section 17.3, above.

22.2 Any funds the employee uses to augment Short Term Disability payments shall be deducted from the employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available.

22.3 The City reserves the right to change, at its discretion, from time to time, insurance carriers; provided any insurance carrier selected shall be licensed to do business in the State of New Hampshire and shall provide insurance coverage that is as relatively similar as possible. The City will inform the Union of any prospective change of carrier 90 days in advance.

**Article 23
Health Insurance**

23.1 The City shall make health insurance available to each regular full time employee. The City will provide the following plans: Blue Choice 3 Tier; Blue Choice 2 Tier; and Blue Cross/Blue Shield JWMC and Blue Cross/Blue Shield JW (Police Only), in accordance with the benefit summary set forth in addendum "A". The City shall pay the entire cost of a Blue Choice 2 Tier policy for the employee and his/her qualified family members. Employees who choose another plan offered by the City shall contribute all additional costs over and above the cost of the Blue Choice 2 Tier.

23.2 Employees opting for another health plan shall be responsible for the additional cost of such a policy to be deducted on a weekly basis through payroll deductions. Employees may only change enrollment during the open enrollment period unless circumstances allowed by the insurance company dictate otherwise.

23.3 The City reserves the right to select the insurance carrier for all insurances required by this agreement, provided that:

- (1) All such carriers shall be licensed to do business in New Hampshire;
- (2) The coverage of such insurance policies is substantially equivalent of the existing policies offered under this contract in the year 2004, as specified in the attached addendum;

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- (3) The City will inform the Union of any prospective change of carrier 90 calendar days in advance. The parties agree that should a dispute arise regarding any change in health insurance benefit, they will agree to expedited review of any grievance to ensure resolution prior to the implementation of any new insurance.

23.4 Any employee who does not enroll in the City's health care plan shall receive a lump sum payment equal to one-half (1/2) the cost of the BC 2-Tier for a single person allotment (pro-rated if the employee has not completed a full calendar year) that the City is required to pay under this paragraph. Payment shall be made in November of each year. Any employee taking advantage of this provision shall provide proof of other health insurance by January 1 of each year, to the Human Resources Coordinator.

**Article 24
Dental**

The City shall provide the Delta Dental Insurance Option III program or a similar plan for all regular full time employees. Employees opting for a two-person or family plan shall be responsible for the additional cost of such a policy to be deducted on a weekly basis through payroll deductions.

**Article 25
Life & Liability Insurance**

The City shall provide each regular full time, non-probationary period employee, a life insurance policy equal to one year's salary, to the next highest one thousand dollars (\$1,000.00) of the employee's base pay. Coverage will become effective the 1st of the month following the employee's anniversary date of hire.

In the event that that the City Council adopts the provision of RSA 31:105 & 31:106, the City shall indemnify applicable employees as provided for by law. Such indemnification shall remain in effect until such time as the City Council determines otherwise. Nothing herein shall be construed as providing protection for employees beyond those set forth in RSA31:105 & RSA 31:106.

**Article 26
Disciplinary Events**

26.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

26.2 Except as provided in Article 9 (initial probation) above, all discipline shall be for just cause and the employee must be given the reason for such discipline. A copy of any discipline reduced to writing shall be given to the employee and the Union Steward/President at the time of imposition of the discipline.

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26.3 Disciplinary actions shall normally follow this order, but shall not be so limited in their application:

- a. Verbal warning,
- b. Written warning,
- c. Suspension, without pay,
- d. Demoted or Discharge.

26.4 An employee may be disciplined for, but not limited to, the following conduct:

- a. Misconduct during employment,
- b. Incompetence or inefficiency,
- c. Failure to perform assigned duties,
- d. Disobedience to the employee's supervisor,
- e. Intoxication or consuming alcoholic beverages or drugs while on duty,
- f. Conviction of a felony,
- g. Failure to observe rules and regulations,
- h. Unauthorized absence from duty.
- i. Loss of driver's license, unless the employee has sufficient vacation time to cover the length of time that the driver's license is lost.

26.5 The service record of an employee still employed by the City, disciplined under the provisions of this Article, shall be cleared after a period of two (2) years of good conduct if disciplined with a verbal or written warning, and after four (4) years of good conduct if disciplined with a suspension or demotion.

**Article 27
Grievance Procedures**

27.1 The purpose of the grievance procedure shall be to settle all employee grievances on the lowest practical level as quickly as possible to insure efficiency and high employee morale. A grievance for the purposes of this Agreement shall be a complaint or claim arising between the employer and the employee regarding the meaning or application of this Agreement. Grievances arising out of matters covered by the Agreement shall be processed in the following manner:

- Step 1. A. Any grievance shall be filed with the Department Head and Union President/Chairman or Union Steward not later than 14 calendar days from its occurrence or the date when the aggrieved had reasonable notice of such grieved action or such grievance will be invalid and shall not be given any consideration. The written grievance shall state the date and time of the incident, a description of the incident, and the applicable part(s) of this Agreement.
- B. A meeting shall be held between the aggrieved employee, the Department Head, and the Union Steward within seven (7) calendar days of receipt of the written grievance. A written decision shall be rendered within seven (7) calendar days of the meeting.

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Step 2. C. In the event that the disagreement between the employee and the employer has not been settled at level (B) above, the decision may be appealed within fourteen (14) calendar days to the City Manager (Police Union – see addendum of your contract). A meeting shall be held between the aggrieved employee, the Union Representative, and/or the Union Steward, the Department Head, and the City Manager or the City Manager’s designee. This meeting shall be held within seven (7) calendar days after a written notice requesting such a meeting and a written decision shall be made by the City Manager or the City Manager’s designee within seven (7) calendar days after such a meeting. These Step 2 decisions shall be mailed to the home address of the Grievant and the Claremont Chairperson of the Local Union.

Step 3. D. In the event that the dispute between the employee and the employer has not been settled at level (C) above, the decision of the City Manager or the City Manager’s designee may be appealed by Union upon filing a demand for arbitration within thirty (30) calendar days of receipt of the City Manager’s decision. The demand for arbitration shall be filed with the New Hampshire Public Employees Labor Relation Board or any mutually agreed substitute arbitrator or arbitration tribunal. The expense of the arbitrator’s service shall be borne equally by the two (2) parties. Each party shall bear the expense of their own representation. The decision of the arbitrator shall be final and binding on both parties as to issues of fact only and the parties may appeal issues of law to a Court of competent jurisdiction as provided for by law.

27.2 The specified time periods may be extended for valid reasons only and by mutual consent of both parties involved except Section 13.1(D).

**Article 28
Drug and Alcohol Policy**

28.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty or while acting in an official capacity for the City.

28.2 Employees shall not report to work or attempt to work while under the influence of alcoholic beverages or controlled illegal substances.

28.3 The Department Head may enforce this policy by requiring employees to submit to drug and alcohol tests, upon reasonable articulable suspicion that an employee is under the influence of illegal controlled substances or alcoholic beverages. Reasonable suspicion must be initially determined by or confirmed by the Department Head or the Department Head’s designee.

Section 1 – Grounds for Testing

A. When a Department Head, Police Chief, Fire Chief, Commanding Officer (police or fire) or Supervisor has reasonable suspicion to believe that a member or employee is using or is under the influence of an alcoholic or other intoxicating beverage, controlling substance, or narcotic drug while on duty, the commanding officer, or supervisor shall notify the member/employee’s

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Department Head, Police Chief or Fire Chief. The member or employee may then be ordered by his/her Department Head, Police Chief or Fire Chief to submit to testing to detect the presence of alcohol, controlled substance, or narcotic drugs in the body.

- B. When a Department Head, Police Chief, Fire Chief, Commanding Officer (Police & Fire), or Supervisor has reasonable suspicion that a member or employee is illegally using controlled substance or narcotic drug while on duty by the department, (Police & Fire only on or off duty,) the commanding officer or supervisor shall notify the member/employee's Department Head, Police Chief, or Fire Chief. The member or employee may then be ordered by the Department Head, Police Chief, and Fire Chief to submit to toxicology testing designed to detect the presence of controlled substances or narcotic drugs in the body.

Section 2 Member/Employees Obligations:

A member or employee's refusal to submit, when and where so ordered, to toxicology testing may result in disciplinary action, including dismissal.

If required by the person or agency conducting toxicology tests, the member or employee shall sign a consent form authorizing the release to the Human Resources Department.

Section 3 Procedures for Testing:

The toxicology tests performed shall be a urine (GCMS) or blood test, at the choice of the member or employee, or if no choice is made, at the direction of the Department's Director/Chief ordering the test.

- A. Three samples urine or blood will be drawn at the time of testing.
- B. If the results of the testing of the first sample are found to be positive, a second test involving the second sample will be made to confirm the results of the first test.
- C. If the results of the testing of the first sample are found to be negative, a second test involving the second sample may be made at a different certified laboratory at the discretion of the Department Head/Chief to confirm the results of the first test.
- D. The third sample shall be given to the member/employee to have independently tested, at his/her expense, if so desired.
- E. If the results of the first and second test differ and an additional test is required at the discretion of the Department Head/Chief, the third sample that was independently tested at the expense of the member/employee shall be the determining test. If the member/employee decides not to have the third sample independently tested, then the Department Head/Chief may order the third sample tested and that test shall be the determining test.

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- F. If the Department Head/Chief decides not to require an additional test when the results of the first two differ, the test shall be deemed inconclusive.
- G. The subject member/employee of the toxicology test may, upon request, receive a copy of the report, provided, however, that the Department Head/Chief, upon request received a copy of the report of the test results of the independent toxicology test from the subject member/employee.
- H. All evidentiary samples of blood and or urine/ shall be handled according to standard practices and departmental policies and procedures.

Section 4 Employee Rights:

- A. Results of toxicology test for alcohol, controlled substances, and narcotic drugs may be the cause for departmental disciplinary actions, but will otherwise be kept confidential to the extent permitted by law, unless the member/employee consents otherwise.
- B. The Department Head/Chief who orders the test shall inform the member or employee that results of toxicology tests for alcohol, controlled substances, and narcotic drugs shall not be used in any criminal investigation or prosecution. Employees shall be extended Garrity rights to prevent the use of any testing results in any criminal proceeding.
- C. The urine testing procedure shall be so designed that members or employees are allowed to provide the sample in a manner which does not unreasonably subject them to embarrassment or humiliation.
- D. The investigator shall inform the member/employee of the name of the complainant and the nature of the complaint, if it has not already be done, prior to ordering a member/employee to submit to a toxicology test.

Section 5 Miscellaneous:

Members and employees who seek voluntary assistance for alcohol and substance abuse shall not be disciplined merely for seeking such assistance.

**Article 29
Longevity**

29.1 Longevity pay will be paid to all full-time employees, in one lump sum payment in November, based on the employee's anniversary date of hire and the following table:

Five (5) to nine (9) years of service	\$275.00
Ten (10) to fourteen (14) years of service	\$325.00

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Fifteen (15) to nineteen (19) years of service	\$425.00
Twenty (20) years of service and over	\$525.00.

29.2 Employees must be employed with the City of Claremont at the time longevity is paid (as of November 1 of said year) to be eligible for the longevity payout. Retiring employees who meet all the retirement eligibility requirements set forth by NHRS shall receive their longevity payment at the time of their retirement as long as that money has been allocated in the current year's budget.

**Article 30
Mileage**

Employees required or requested to use their personal vehicles in the course of their duty for City business shall be reimbursed at the standard rate allowed under the Internal Revenue Code. Vehicle use must be approved by the Director/Department Head and every attempt must be made to secure a City vehicle for use prior to approving the use of personal vehicles. In the event that an employee is using his/her own personal vehicle on City business, all safety procedures (i.e. seatbelt usage) must be followed.

**Article 31
Retirement**

31.1 All bargaining unit employees shall participate in the New Hampshire State Employee's Retirement System as a condition of employment.

31.2 After twenty (20) years satisfactory service with the City of Claremont, and State Retirement Age (Group 1 Employees – age 60, Group 2 Employees – age 45) or upon State Approved Disability, City employees upon retirement shall be paid one hundred percent (100%) of their individual accumulated sick leave as a retirement severance adjustment.

31.3 NHRS Group 1 employees who have reached the age of sixty (60), or NHRS Group 2 employees who have reached age forty-five (45) or greater, and who have completed **at least** ten (10) years satisfactory service with the City of Claremont shall, upon retirement, be paid fifty percent (50%) of their individual accumulated sick leave or one thousand dollars (\$1,000.00), whichever is greater, as a retirement severance adjustment.

**Article 32
Payroll**

The Pay Week for all departments will begin on Sunday at 12:01 A.M. and end on Saturday at 12:00 A.M./ Departmental payroll sheets must be submitted to the payroll department every Monday by noontime. If a holiday occurs on the Monday that the payroll is to be submitted, then payroll will be due on Tuesday by 12:00 P.M., or the first day of work following the holiday(s).

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Payroll will be paid weekly on Fridays. Direct deposit will be available to those individuals electing to sign-up for this benefit through the payroll office.

**Article 33
Overtime Pay
(see specific)**

Employees covered under this contract shall be paid overtime at the rate of time and one-half their hourly rate for all actual hours worked in excess of forty hours per week except the Fire Department. For the purposes of this provision, holiday pay shall be counted as actual hours worked. The Fire Department Union personnel will be paid overtime for hours in excess of their regularly scheduled shift consisting of two (2) day shifts (10 hrs. each day shift), and two (2) night shifts (14 hrs. each night shift). All hours not worked shall not be computed for purposes of overtime pay and will be paid at their regular hourly rate unless otherwise specified herein.

**Article 34
Educational Seminars and Conferences**

At the discretion of the Department Director/Chief, City employees may attend educational conferences and/or seminars. The City will pay for the fee (if any) of the conference/seminar that the employee plans to attend. The City will also provide transportation if at all possible (with the use of a City vehicle) or reimburse the employee with mileage at the rate of the current IRS rates. The City (through department expense sheets) will reimburse employees up to \$10.00 for lunch with submission of receipt (Tips and/or alcohol are not eligible for reimbursement.) If lunch is included/provided for at the conference/seminar then employees will not be eligible for lunch reimbursement. Employees may elect to stay for the complete course however, if with traveling time, the employee fails to return to work prior to his/her regularly scheduled hours, overtime will not be paid unless overtime is authorized in advance prior to the seminar. If the Department requires the employee to attend the conference/seminar to obtain and/or maintain certifications, then the employee will receive overtime if he/she returns back to their department after his/her regularly scheduled hours. Signed authorization for overtime must be approved prior to the conference/seminar.

**Article 35
Educational Reimbursements**

The City agrees to provide reimbursements to full time employees who complete approved courses relative to their current responsibilities or as part of an approved career development program based upon the following standards: the cost of course tuition and books, but not to exceed \$1,500 per employee in a calendar year and not to exceed the total budgeted amount for this program.

Courses must be approved in advance by the appropriate Department Head/Chief as related to the employee's job, or as part of a career development program. Approval must be obtained through the

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Human Resources Dept./Payroll Dept. in accordance with a payroll deduction form (attached see addendum form "B") being completed and signed by the employee.

Once a course has been approved as meeting the requirements, an advance will be made to the employee for up to one-half (1/2) of the authorized cost of the course tuition and books, not to exceed \$750.00 based upon the employee's length of service and eligible authorized cost(s). The remainder of the course reimbursement, not to exceed \$750.00, will be paid to the employee upon presentation of a certification/grade and employee's eligible length of service.

Full time employees who have one (1) to three (3) years, of employment with the City, will receive 50% reimbursement of the authorized course. (Grade must be C or higher, or P in a pass or fail (F) grading system). Full time employees, who have four (4) or more years of service with the City, will receive 100% reimbursement of the authorized course with an A or B average and 75% reimbursement of the authorized course with a C average. Grades below a C will receive no reimbursement. Any employee failing to satisfactorily complete a course shall have the one-half (1/2) advance payment deducted from the employee's paycheck in equal amounts, not to exceed \$50.00 in any one week. In the event that the employee terminates prior to the payback, the employee will have the balance due taken from their final paycheck.

If the employee's failure to attain a passing grade is due to a work-related injury or job assignment (at the direction of a superior with knowledge of the conflict), reimbursement shall not be required. The Department Head/ Chief may waive reimbursement under extenuating circumstances.

Approvals for courses shall be considered on the basis of relevancy of the course, number of full time employees applying and funds available.

If a course is paid for in whole or in part through Federal, State, or other scholarship programs, then the city will reimburse for such a course to the extent the scholarship did not cover the entire cost of such course, it being the intent of the Section to eliminate double payments for any course.

Educational expense shall include: tuition, registration, and books. This provision shall not apply to educational expenses required to maintain certifications or licenses required by the employee's job description or for skills that are otherwise advantageous to the City as determined by the Department Head/Chief.

The restrictions and requirements set forth above shall not apply to courses that the City requests any employee to take during duty time.

Article 36 Successor Agreement

36.1 On or before September 1st of the final year of this contract, the Union and/or the City may, in writing, by certified mail return receipt requested, notify the other of its desire to terminate or modify the terms and conditions of this Agreement and shall submit to the other its demands on negotiable items. If proper notice is given, the parties shall, no later than September fifteenth, meet, confer and

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negotiate in accordance with the procedures set forth hereinafter in a good faith effort to reach a mutual understanding and agreement.

36.2 The negotiating committees of the City and the Union shall have authority to reach a complete agreement, subject to ratification by Union membership and ratification of all cost items by the Claremont City Council.

36.3 If, after discussion of all negotiable matters, the parties fail to reach agreement of any negotiable subject put before them, or the parties have not reached agreement on a contract, either party may declare an impasse in accordance with provisions of applicable State Statutes.

**Article 37
Duration**

37.1 This Agreement shall be effective upon signing and shall remain in full force and effect through April 1, 2008 (an additional year with a 3% increase is contingent upon approval of a 1-year extension through April 1, 2009 with the remaining unions). It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not later than one hundred twenty (120) calendar days prior to the City's budget submission date that it desires to modify this Agreement. The City's current budget submission date is the last day of the calendar year.

37.2 This Agreement may be modified or amended at any time with the mutual consent of both parties. Requests for amendments or modifications shall be in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22nd day of November, 2005

Henri R. Frechette, Jr.
Signature

Henri R. Frechette, Jr.
Printed Name

Forrest F. Paron To
Signature

FORREST F. PARON TO
Printed Name

Mary C. Walter
Signature

Mary C. Walter
Printed Name

Goy A. Santagata
Signature

Goy A. SANTAGATA
Printed Name

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DPW UNION SPECIFICS

**Addendum to Article 3
Recognition**

- 3.6 The City recognizes AFSCME Council 93, Local Union 1348 as the sole and exclusive bargaining agent for the purposes of collective bargaining of wages and terms of employment for the Department of Public Works. In the City of Claremont, the Department of Public Works includes the Highway Division, Cemetery Division and Utility Division. The parties agree to remove the 2 Park Maintenance positions in the Parks & Recreation Department from the Bargaining Unit and add them to the Clerical Union.
- 3.7 The term "employees" as used herein means any employees of the Department of Public Works as defined in Section 1.1 excluding The Public Works Director, City Engineer, Highway Division Superintendent, Utility Division Superintendent, Assistant Department Heads, clerical staff, seasonal employees, and part-time employees. For the purposes of this agreement, a part-time employee is defined as any employee who works less than 40 hours per week or is a seasonal employee. The City agrees to review with the Union the status of such part-time employees relative to their inclusion in the Union on a quarterly basis at the request of the Union.
- 3.8 It is recognized that supervisory and professional personnel are excluded from the provisions of this agreement; accordingly, it is not proper for these employees to perform any task, which is ordinarily performed by bargaining unit personnel. However, it is recognized that there are times when it may be necessary for supervisors and others who are outside the bargaining unit to perform such work; particularly in the case of an emergency or instructional periods, etc., but such occasions shall be temporary in nature.

**Addendum to Article 10
Seniority, Promotions, Demotions and Vacancies**

- 10.9 An employee transferred from another division or promoted to a new position shall have a 90 – day probationary period. If the employee fails to gain seniority in the new position by the supervisor's appraisal, the employee may return to the position the employee left, displacing the least senior person in that classification.
- 10.10 **Equipment Learners:** (see Addendum A) An employee may be assigned to, or volunteer for, learning to operate a classifying piece of mechanical equipment. Such an employee will be

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considered a Learner on that piece of equipment until such time as the employee is designated by the Training Committee as qualified to operate that piece of equipment. Learners will be placed on the employee seniority equipment list in order of seniority. A Learner assigned to a piece of equipment for the purpose of learning its operation, shall receive no increase in pay for the first 120 hours of operation of that equipment or until satisfying all the proficiency requirements, including any applicable waiting periods, for a change of step or grade, which ever occurs later.

Each learner will be provided with a written assessment of performance on the piece of classifying equipment at or prior to the end of the 60 hours of the Learner's period, and again at or prior to the end of the 120 hour Learner's period. Unless they have received a letter of permanent disqualification from the Training Committee, employees who do not qualify for a particular piece of classifying equipment will be afforded the opportunity to sign up again to become a Learner on that piece of equipment between April 1st and April 15th of each year subject to the two year loss of seniority provided for herein..

On the Job Training: (see Addendum A) It is understood and agreed that the Department may utilize 120 hours per person each calendar year for assigned on-the-job training. While such assigned training is occurring; it is recognized and agreed that anything herein to the contrary notwithstanding, normal assignments, as called for in this contract, will be displaced regardless of seniority. Training assignments for Learners will be from the equipment-qualifying list in the order their names are listed. Nothing contained herein shall be construed to require training to take place regardless of its impact on productivity and efficiency. Specifically, the City reserves the right to schedule training opportunities in a manner that is least disruptive to the orderly operations of the department and in a manner that is in the best interests of the City. While an employee may sign up for training on more than one piece of equipment at any one time, employees will be limited to being actually trained on one piece of equipment at a time. No more than three employees may be in the process of training on any one piece of equipment at any one time.

Equipment Qualification: (see Addendum A) To become qualified on a particular piece of classifying equipment, a learner must become qualified by the Training Committee as indicated below within the 120 hour (not required to be consecutive) Learner period. The Training Committee may qualify a Learner it deems qualified at any time during the 120-hour learning period. However, a Learner who does not achieve qualification by the Training Committee within the 120 hour learner's period shall automatically be placed at the bottom of the applicable training list and shall sacrifice seniority for two years as it pertains to selection for

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additional training on a piece of equipment that the individual has failed to qualify. Notwithstanding, the Training Committee may permanently disqualify an employee from additional training when it reasonably concludes that additional training will not likely yield qualification.

**Addendum to Article 21
Vacations**

21.2 All vacations shall be subject to the approval of the Department Head/Superintendent. When it is necessary to limit the number of employees on vacation at any one time, vacation will be allowed on a first come, first served basis.

**Addendum to Article 33
Overtime**

- 33.1 Employees shall live sufficiently close to the City to be able to respond to a call to work within thirty (30) minutes of said call-in. After being called, if the employee cannot report for duty within the thirty-minute (30) period of call-in as provided, the employee will be required to notify the on-duty supervisor immediately. There shall be three classes of Overtime: a) On the Job Overtime, b) Call-in Overtime and, c) Winter Operations Overtime.
- 33.2 Overtime - If overtime is necessary to complete a project at the end of a work day the City reserves the right, for cost effectiveness and management purposes, to assign departmental employees overtime who are already located at a work site without regard to the provisions of Section 33.3 Call-in Overtime.
- 33.3 Employees shall be paid overtime for all hours worked in excess of their regular shift. Sick time shall not be taken into consideration for the purposes of determining hours worked. The exclusion of sick time calculation shall not apply in the case of emergency callbacks or call ins. Overtime pay shall be one and one-half (1 1/2) times the employee's standard hourly rate, computed to the nearest one-fourth (1/4) hour with the exception of time annexed to the end of the employee's shift. Overtime shall be paid in increments of one half hour: when employees who are not called in but are working on an emergency basis, work within thirty (30) minutes prior to their scheduled shift or when employees work for at least sixteen (16) minutes beyond the end of their scheduled shift.

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33.4 No employee shall work more than 20 hours in any 24-hour period. Any employee that has worked 20 hours in any 24 period shall be given a minimum of a 6-hour rest period prior to being required to perform any additional work. (Under extenuating circumstances, and with the approval of both the employee and the Director or his/her designee, these hours may be extended or reduced). Notwithstanding, any employee that has worked in excess of 14 hours in any 24 hour period, may request a 6 hour rest period. The Director of Public Works, or his designee, shall grant all reasonable requests for such rest periods when public safety and necessity so warrant. Employees that are required to take a rest period during their regularly scheduled workday shall be excused without pay for the rest period in question. If the employee wishes to be paid during that portion of the rest period that falls within their regularly scheduled workday, they may use, sick, vacation, personal, or such other accrued leave. If the employee is required by the City to rest during regular working hours because he/she has worked the maximum 20 hours within any 24 hour period and the employee uses sick time for the remainder of the work day, the use of the such sick time shall not be considered for the purposes of eligibility for the sick time bonus.

33.5 When an employee is called in to work outside of the employee's regularly scheduled working hours, the employee shall be paid a minimum of three (3) hours at time and one-half, excepting that such provisions shall not apply to an extension of the normal working day, or for work within thirty (30) minutes of the normal working day as specified in 33.c above.

Further, when notice of the need to start work early is given during the preceding workday, time and one-half shall apply to the time worked, but the minimum call-in provision shall not apply. Any person who has left their place of employment and is called in to work prior to the next normal shift will be paid the minimum three (3) hours at the rate of time and one-half provided, further, that an employee who is called in for overtime or emergency work and who completes the required task and returns to the employee's residence within the three (3) hour minimum guarantee may be called back for additional overtime or emergency work without an additional three (3) hours time period.

It is the purpose and intent of this section to assure an employee of at least three (3) hours at overtime rates for the inconvenience of being called in to work between normal shifts, but not to be separately paid for several call backs within the three (3) hours minimum guarantee period. Notwithstanding, Water Treatment Plant Operators (WTP) shall be paid only one hour minimum call in pay when the problem resulting in the call in can be remedied from home with use of a Department Laptop Computer.

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- 33.6 Call-in overtime shall be offered beginning on the basis of seniority within the job classification in the Division to which it applies. For call-in overtime purposes there shall be three Divisions: (1) Utilities, (2) Highway and (3) Cemeteries. In the event that the most senior employee is not called in for overtime based on a good faith mistake, the City shall not be required to pay overtime to both employees.
- 33.7 Overtime will be offered using a voluntary call-in list. The order of call-in overtime designated for highway calls shall be highway, cemetery and then utilities. The order of call-in overtime designated for cemetery calls shall be cemetery, highway, and then utilities. The order of call-in overtime designated for utility calls shall be utilities, highway, and then cemetery. Employees wishing to be on a list will notify the Public Works Office. If there is not a sufficient number of personnel available to meet the overtime needs of the Department by use of the voluntary call list, the Department may use non-bargaining unit personnel to meet its overtime requirements. If an employee turns down two consecutive call-ins without reasonable justification, the employee's name will be removed from the voluntary call-in list for a period of sixty (60) days. The City reserves the right to call-in any and all employees, voluntarily or involuntarily, during an emergency situation or one that affects the health and safety of the citizens of Claremont.
- 33.8 In the event of an unanticipated emergency, the City may call in members of the bargaining unit in an overtime status to perform such work as necessary to maintain the health and safety needs of the citizens of Claremont.
- 33.9 If there is an extension of the workday, the employees on the actual job site will be offered first refusal for the overtime. The next refusal will be offered as in Section 33.6 above.
- 33.10 Any employee who is unavailable for call in work due to illness may be required to furnish an excuse from Priority Care at the City's expense. Employees on authorized leave shall be excused from such recalls. Involuntary recall under these provisions shall not be exercised arbitrarily or capriciously by the public employer. Bona fide emergency conditions may be addressed by the city under such circumstances as are appropriate given the available response time to react to said emergency. For the purposes of this agreement, an "emergency" shall be an event which was unforeseeable and for which the staffing needs could not be projected at least twenty-four (24) hours in advance.
- 33.11 Availability Bonus – All employees assigned a plow, sand or salt, or winter assignment will receive an end of the winter season (April 1) availability bonus of \$500.00 for not more than

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one unexcused absence. If the employee has more than one unexcused absence from citywide snow, ice storm events, the employee will lose the \$500.00 bonus.

- 33.12 Foreman On Call Pay – Foreman shall receive an additional \$150.00 per week for each week they are assigned on call duty to respond to public works issues outside of normal working hours. On call status shall be rotated week to week among the foreman in the Public Works Department. (John Wadleigh shall be waived from this provision)

**Article 38
Wages & Hours of Work**

HOURS OF WORK

- 38.1 Productivity: The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring our community that they are receiving the best services for their tax and user fee dollars is of critical interest to both management and labor. Labor recognizes that the establishment of such productivity improvements is the right and obligation of management. For the purposes of this agreement, "productivity improvement" is defined as anything within the exclusive prerogative of the employer as defined in RSA 273-A.
- 38.2 For employees of the Department of Public Works, the normal workweek will consist of five (5) consecutive eight (8) hour days between the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday for a total of forty (40) hours. Based on the department needs, the hours of work may be changed for a specific project, said change in hours shall be temporary in nature and shall only last for the duration of the specific project. Employees will be given a minimum of a week's notice when it is necessary to change hours of work. Workers operating the transfer station shall work Tuesday through Saturday with hours on Tuesday and Saturday from 8:00 am to 4:00 pm. Wednesday through Friday hours shall be 7:00 am through 3:00 pm as stated above.
- 38.3 For any work week that is needed on a year round or seasonal basis that is outside of the hours of 7:00 A.M. to 3:00 P.M. on Monday through Friday shall be filled by a bid process. If there are no bids for the shift by the employees within the job classification of that position, the City may accept bids from qualified employees from other job classifications. If no unit employee agrees to work a work-week outside of the hours of 7:00 A.M. to 3:00 P.M. Monday through

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Friday, the Public Works Director will assign the least senior qualified person within the Division to work the shift.

- 38.4 Employees are entitled to one fifteen (15) minute coffee break no sooner than two (2) hours after the beginning of their tour of duty. Employees may have thirty (30) minutes for lunch. Employees must bring their lunches, break snacks and drinks to the job site and consume them there. The foreman (senior worker, if no foreman is on site) on a job site may permit and shall designate which employee may leave the job site to obtain break snacks, and/or drinks for the other employees on the job site. Employees who are working with contaminated sewer material may return to the Public Works building to wash first.
- 38.5 Work assignment- In the Public Works Department, seniority (within divisions) will be a factor in the assignment of jobs lasting more than one day. For the first day of any job lasting more than one day, assignments may be made by demonstrated proficiency without regard to seniority. Thereafter, if a more senior employee with equal or superior qualifications and skill requests assignment to an ongoing job held by a less senior employee, such request shall not be unreasonably denied.
- 38.6 Equipment Assignment- During regular hours, employees will be assigned to a piece of equipment based upon the qualified employees' seniority list for that particular piece of equipment when that equipment is utilized. However, the Union agrees that the Department may deviate from that order in assigning personnel when the Department deems it necessary for efficiency or practicality once assignments have been made and the crews have embarked on their work for the shift. (The City has the right to assign truck and plow routes for snow plowing/sanding purposes). Employees assigned to equipment at levels below the grade they have achieved will not lose any pay as a result of the lower assignment.

WAGES

38.7 *Effective upon signing the pay scales will be as follows:*

Pay Scales (Public Works Employee)

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>
11	\$12.50	\$12.70	\$12.90
12	\$13.30	\$13.50	\$13.70
13	\$14.10	\$14.30	\$14.50

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14	\$14.90	\$15.10	\$15.30
15	\$15.70	\$15.90	\$16.10

Pay Scales (Special Skills)

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>
15	\$15.70	\$15.90	\$16.10
16	\$16.50	\$16.70	\$16.90
17	\$17.30	\$17.50	\$17.70

Pay Scales (Public Works Foremen)

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>
17	\$17.30	\$17.50	\$17.70
18	\$18.50	\$18.90	\$19.30

The second year (2006) of the contract the pay scales will be as follows:

Pay Scales (Public Works Employee)

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>
11	\$12.90	\$13.10	\$13.30
12	\$13.70	\$13.90	\$14.10
13	\$14.50	\$14.70	\$14.90
14	\$15.30	\$15.50	\$15.70
15	\$16.10	\$16.30	\$16.50

Pay Scales (Special Skills)

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>
15	\$16.10	\$16.30	\$16.50
16	\$16.90	\$17.10	\$17.30
17	\$17.70	\$17.90	\$18.10

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within 15 days of reaching tentative agreement, then retroactive pay shall run 90 days from the date of ratification.

38.8 Normal advancement will be for an employee to move up from step 1 to step 2 then step 3 of any pay grade. After one year in any pay grade an employee may request a promotion to the next grade level within a pay classification (Public Works Employee, Special Skills or Public Works Foreman). Based on satisfactory performance in a standard proficiency test for the next pay grade and a recommendation of the Director, the Manager will promote the employee to the first step of the next pay grade. Employees must serve a minimum of six (6) months at any individual step. (See addendum)

38.9 Performance Incentives- The Director of Public Works shall issue performance incentives every three months in an amount up to \$4,000.00 per quarter, not to exceed \$12,000.00 per year. The incentive shall be shared by all employees. The performance incentive shall be paid if the following performance goals are met:

1. All shifts are filled for all general callouts without any unexcused absences.
2. There are no work related injuries.
3. No accident with Public Works vehicles.
4. No formal disciplinary events.
5. All projects have been completed within reasonable limits of when scheduled.

38.10 The City Manager will have the discretion to hire a new person or promote people to a new pay classification (Public Works Employee, Special Skills or Public Works Foreman) at the grade and step he determines to be appropriate. Notwithstanding, no new hire may be brought in at a pay level greater than any current employee with the same demonstrated skill set/proficiency.

**ARTICLE 39
UNIFORMS**

39.1 The City shall have the right to provide uniforms for members of the bargaining unit and to determine reasonable conditions and rules pertaining to their wear and use. The City may impose discipline for failure to wear or use the specified uniforms.

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- 39.2 If the City requires uniforms, the City shall provide to each employee eleven (11) sets of uniforms and two (2) jackets at no cost to the employee. These uniforms shall be cleaned and maintained by a company of the City's choosing.

Addendum A

	<i>PAY GRADE</i>	<i>UTILITY</i>	<i>HIGHWAY</i>
STEP I	12 - SKILLED LABORER	HAND TOOLS LUTE SHOVELS RAKES BROOMS TRAFFIC CONTROL PERSONAL PROTECTIVE EQUIPMENT	HAND TOOLS LUTE SHOVELS RAKES BROOMS TRAFFIC CONTROL PERSONAL PROTECTIVE EQUIPMENT
STEP II	12 - SKILLED LABORER	SEWER JETTER METER READ & INSTALL GAS POWERED TOOLS JACK HAMMER PIPELINE CAMERA TRENCHING & SHORING CONFINED SPACE FALL PROTECTION	GAS POWERED TOOLS JACK HAMMER PIPELINE CAMERA TRENCHING & SHORING CONFINED SPACE FALL PROTECTION
STEP III	12 - SKILLED LABORER	WATER MAIN DRILLING TAPPING MACHINE CLASS "B" CDL W/AIR BREAK ENDORSEMENT 26,000 GVW OR LESS	CLASS "B" CDL W/AIR BREAK ENDORSEMENT 26,000 GVW OR LESS
	<i>PAY GRADE</i>	<i>UTILITY</i>	<i>HIGHWAY</i>
STEP I	13 - TRUCK DRIVER	ALL OF THE ABOVE - PLUS OVER 26,000 GVW CONCRETE WORK SNOW PLOWING SANDING	ALL OF THE ABOVE - PLUS SIDEWALK PLOW TAG BROOM OVER 26,000 GVW CONCRETE WORK SNOW PLOWING SANDING
STEP II	13 - TRUCK DRIVER	ROAD SCHOLAR #1	ROAD SCHOLAR #1 YORK RAKE/FRONT OR REAR PAINT MACHINE CEMETERY GRAVE DIGGING Curb Machine
STEP III	13 - TRUCK DRIVER	WDS I OR WWCS 1 SIDEWALK ROLLER POWER ASPHALT CUTTER PUBLIC WORKS ACADEMY 1 OR EQUAL	SWEEPER SIDEWALK ROLLER POWER ASPHALT CUTTER PUBLIC WORKS ACADEMY 1 OR EQUAL
	<i>PAY GRADE</i>	<i>UTILITY</i>	<i>HIGHWAY</i>
STEP I	14 - MED EQUIP OPR	ALL OF THE ABOVE - PLUS ROAD SCHOLAR II - 35 HOURS CDL - A	ALL OF THE ABOVE - PLUS HOT BOX TRAILER DRIVER ROAD SCHOLAR II - 35 HOURS CDL - A
STEP II	14 - MED EQUIP OPR	HYDRANT REPAIR/REPLACE ROAD SCHOLAR II - 45 HOURS	2 1/2 TON ROLLER SCREENING PLANT ROAD SCHOLAR II - 45 HOURS

Addendum A

		ROAD SIDE MOWER TAG TRAILER OVER 40,000 GVW	ROAD SIDE MOWER TAG TRAILER OVER 40,000 GVW
STEP III	14 - MED EQUIP OPR	ALL OF THE ABOVE - PLUS WDS 2 OR WWCS 2 ROAD SCHOLAR II - 50 HOURS LOADER	ALL OF THE ABOVE - PLUS SNOW BLOWER ROAD SCHOLAR II - 50 HOURS LOADER
	PAY GRADE	UTILITY	HIGHWAY
STEP I	15 - HEAVY EQUIP OPR	ALL OF THE ABOVE - PLUS BACKHOE EXCAVATOR	ALL OF THE ABOVE - PLUS BACKHOE EXCAVATOR
STEP II	15 - HEAVY EQUIP OPR	ROAD SCHOLAR SENIOR - 65 HOURS	GRADER ROAD SCHOLAR SENIOR - 65 HOURS
STEP III	15 - HEAVY EQUIP OPR	WDS 2 AND WWCS 2 ROAD SCHOLAR SENIOR - 70 HOURS TRANSITE AND LEVEL DOZER PROJECT LEAD PERSON	SENIOR ROAD SCHOLAR PUBLIC WORKS ACADEMY 2 OR COMPLETE HEAVY EQUIP TESTING ROAD SCHOLAR SENIOR - 70 HOURS TRANSITE AND LEVEL DOZER PROJECT LEAD PERSON
	PAY GRADE	UTILITY	HIGHWAY
STEP I	16 - SPECIAL SKILLS EQUIP MECHANIC	ALL OF THE ABOVE - PLUS	ALL OF THE ABOVE - PLUS SAFETY & OPERATIONAL FUNCTIONS OF EQUIP GAS & ELECTRIC WELDING HYDRAULICS PUMPS FREDERICK SEAL CLASS PR FOR PUBLIC WORKS
	SCHEDULER/INVENTORY		
	CROSS CONNECTION TECH	DATA ENTRY COMPUTER WDS #2 FEDERICK SEAL CLASS PR FOR PW T2 PUBLIC RELATIONS	
	PAY GRADE	UTILITY	HIGHWAY
STEP I	17 - WORKING FOREMAN	ALL OF THE ABOVE - PLUS MASTER ROAD SCHOLAR - 80 HOURS WORK SCHEDULING WORK ASSIGNMENTS WORK SITE SUPERVISION	ALL OF THE ABOVE - PLUS MASTER ROAD SCHOLAR - 80 HOURS WORK SCHEDULING WORK ASSIGNMENTS WORK SITE SUPERVISION

Addendum to DPW Union Contract

Dated this 28th day of November 2005

It was agreed during union negotiations that two DPW union employees, William Heighes and Janet Osgood (current grade and step being 12-3) would, at signing, be paid at the grade and step of 13-1. It was further agreed that these two employees will be required to meet all the requirements of grade 13-1 prior to movement and/or promotion to any additional step.

<u>William A. Frusto</u>	<u>Henri R. Frechette</u>	<u>Chair</u>
<u>[Signature]</u>	<u>Kevin R. Mivcien</u>	<u>Neg Team</u>
<u>Mary Walters</u>	<u>Mary Walters</u>	
<u>Guy A. Santagate</u>	<u>Guy A. Santagate</u>	