

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CONCORD, NH

AND

INTERNATIONAL UNION - UNITED AUTOMOBILE

AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS

OF AMERICA, LOCAL 2232

January 1, 2007 - December 31, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.		<u>Preamble</u>	8
	A.	Parties	8
	B.	Purpose	8
2.		<u>Recognition</u>	8
	A.	Bargaining Unit	8
	B.	Representation and Employment	9
	C.	Recognition	9
3.		<u>Union Membership, Voluntary</u>	9
	A.	Membership or Service Fee	9
	B.	Termination of UNION Membership or Service Fee	10
	C.	Deductions	10
	D.	Indemnification	10
4.		<u>Management Rights</u>	10
	A.	Retention of Rights	10
	B.	Merit Plan	12
5.		<u>Non-discrimination</u>	13
6.		<u>Union Representation</u>	13
	A.	Union Officers	13
	B.	Contract Negotiations	13
	C.	Grievance Investigation	13
7.		<u>Grievance Procedure</u>	14
	A.	Definition	14
	B.	Step 1	14
	C.	Step 2	14
	D.	Step 3	14
	E.	Step 4	15
	F.	Step 5	15
	G.	Step 6	15
	H.	Time Limits	16
	I.	Right of Employer	16
	J.	Exclusions	16
8.		<u>Discipline</u>	17
9.		<u>Filling of Vacancies</u>	17
	A.	Temporary Assignments	17
	B.	Acting Appointments	17
	C.	Postings	17
	D.	Notification	18
10.		<u>Hours of Work</u>	18
	A.	Work Hours	18
	B.	Application	18
	C.	Changes in Workweek and Workday	18
	D.	Breaks	18
11.		<u>Overtime Callback</u>	18
	A.	General	18
	B.	Overtime Rate	19
	C.	Hours Worked	19
	D.	Callback Time	19
	E.	Stand-by	20
12.		<u>Holidays</u>	21
	A.	Days	21
	B.	Observed	21
	C.	Payment	21
	D.	Overtime	21
	E.	Eligibility	21
	F.	Permanent Part-time Employees	22
13.		<u>Annual Leave</u>	22

<u>ARTICLE</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	A.	Formula	22
	B.	Maximum Accrual	22
	C.	Non-Pay Status	23
	D.	Transfer	23
	E.	Scheduling	23
	F.	Payment Upon Death	23
	G.	Payment Upon Resignation	23
14.		<u>Sick Leave</u>	24
	A.	Definition	24
	B.	Procedure	24
	B.1.	Permanent Part-time Employees	24
	C.	Maximum Accrual	24
	D.	Sick Leave Use	24
	D.1.	Definition	25
	E.	Procedure	25
	F.	Proof of Illness	25
	G.	Close of Accounts	26
15.		<u>Injury Leave</u>	26
	A.	Definition	26
	B.	Payment	26
16.		<u>Bereavement Leave</u>	26
	A.	Leave	26
	B.	Definition	26
17.		<u>Military Leave</u>	27
	A.	General	27
18.		<u>Civil Leave</u>	27
	A.	General	27
19.		<u>Leave of Absence</u>	27
	A.	General	27
20.		<u>Wages</u>	28
	A.	Payroll Deductions	28
	B.	COLA	28
21.		<u>Vehicle Use Reimbursement</u>	29
	A.	Reimbursement	29
	B.	Insurance	29
	B.1.	Coverage	29
	B.2.	Collision and Comprehensive Coverage	29
	B.3.	Claims Reporting	29
	B.4.	Vehicle Condition	30
	B.5.	Vehicle Identification	30
	B.6.	Incumbent Employees	30
22.		<u>Retirement Severance Pay</u>	30
	A.	General	30
23.		<u>Educational Incentive</u>	31
	A.	Payment for non-required courses	31
	B.	Required Course	31
24.		<u>Layoff Recall</u>	32
	A.	Cause	32
	B.	Notification	32
	C.	Order of Layoff	32
	D.	Displacement	32
	E.	Recall	33
	F.	Appeal	34
	G.	Compensation	34
	H.	Permanent Part-time Employees	34
25.		<u>Seniority</u>	34
	A.	Definition	34
	B.	Termination of Seniority	34
26.		<u>Union Business</u>	35

<u>ARTICLE</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	A.	Duty Hours	35
	B.	City Facilities, Vehicles and Equipment	35
	C.	Union Leave	35
27.		<u>Access to Premises</u>	35
	A.	Provisions	35
28.		<u>Health Safety</u>	36
	A.	General	36
29.		<u>Bulletin Boards</u>	36
	A.	General	36
30.		<u>Outside Employment or Activity</u>	36
	A.	City as Employer	36
	B.	City Separate	37
	C.	Implementation	37
31.		<u>Prohibited Practices</u>	37
	A.	Intent	37
	B.	Employer Prohibitions	37
	C.	Union Prohibitions	37
	D.	Disputes	38
32.		<u>No Strikes</u>	38
	A.	Definition	38
	B.	No Strikes	38
33.		<u>General Provisions</u>	38
	A.	General	38
34.		<u>Permanent Part-time Employees</u>	38
	A.	Application to Permanent Part-time Employees	38
35.		<u>Notice Under Agreement</u>	39
	A.	Written Communication	39
	B.	Proper Notification	39
	C.	Change of Address	39
	D.	Minimum Information	39
36.		<u>Final Resolution</u>	39
	A.	General	39
37.		<u>Severability</u>	40
	A.	Savings Clause	40
38.		<u>Term of Agreement</u>	40
	A.	Duration	40
	B.	Termination	40
	C.	Negotiations	40
		<u>Signatures</u>	41
Appendix		Letter of Understanding - Beneflex	42
Appendix		Letter of Understanding – Rental Vehicle	43
Wage		37.5 Hour Wage Schedule	44
Schedules		40 Hour Wage Schedule	45

INDEX

<u>TITLE</u>	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
<u>Access to Premises</u>	27.		35
Provisions		A.	35
<u>Annual Leave</u>	13.		22
Formula		A.	22
Maximum Accrual		B.	22
Non-Pay Status		C.	23
Transfer		D.	23
Scheduling		E.	23
Payment Upon Death		F.	23
Payment Upon Resignation		G.	23
<u>Bereavement Leave</u>	16.		26
Leave		A.	26
Definition		B.	26
<u>Bulletin Boards</u>	29.		36
General		A.	36
<u>Civil Leave</u>	18.		27
General		A.	27
<u>Discipline</u>	8.		17
<u>Educational Incentive</u>	23.		31
Payment for non-required courses		A.	31
Required course		B.	31
<u>Filling of Vacancies</u>	9.		17
Temporary Assignments		A.	17
Acting Appointments		B.	17
Postings		C.	17
Notification		D.	18
<u>Final Resolution</u>	36.		39
General		A.	39
<u>General Provisions</u>	33.		38
General		A.	38
<u>Grievance Procedure</u>	7.		14
Definition		A.	14
Step 1		B.	14
Step 2		C.	14
Step 3		D.	14
Step 4		E.	15
Step 5		F.	15
Step 6		G.	15
Time Limits		H.	16
Right of Employer		I.	16
Exclusions		J.	16
<u>Health Safety</u>	28.		36
General		A.	36
<u>Holidays</u>	12.		21
Days		A.	21
Observed		B.	21
Paid		C.	21
Overtime		D.	21
Eligibility		E.	21
Permanent Part-time Employees		F.	22
<u>Hours of Work</u>	10.		18
Work Hours		A.	18
Application		B.	18
Changes in Workweek and Workday		C.	18
Breaks		D.	18

<u>Injury Leave</u>	15.		26
Definition		A.	26
Payment		B.	26
<u>Layoff Recall</u>	24.		32
Cause		A.	32
Notification		B.	32
Order of Layoff		C.	32
Displacement		D.	32
Recall		E.	33
Appeal		F.	34
Compensation		G.	34
Permanent Part-time Employees		H.	34
<u>Leave of Absence</u>	19.		27
General		A.	27
Letter of Understanding -Beneflex	Appendix		42
Letter of Understanding -Rental Vehicle	Appendix		43
<u>Management Rights</u>	4.		10
Retention of Rights		A.	10
Merit Plan		B.	12
<u>Military Leave</u>	17.		27
General		A.	27
<u>No Strikes</u>	32.		38
Definition		A.	38
No Strikes		B.	38
<u>Non-discrimination</u>	5.		13
<u>Notice Under Agreement</u>	35.		39
Written communication		A.	39
Proper Notification		B.	39
Change of Address		C.	39
Minimum Information		D.	39
<u>Outside Employment or Activity</u>	30.		36
City as Employer		A.	36
City Separate		B.	37
Implementation		C.	37
<u>Overtime Callback</u>	11.		18
General		A.	18
Overtime Rate		B.	19
Hours Worked		C.	19
Callback Time		D.	19
Stand-By		E.	20
<u>Permanent Part-time Employees</u>	34.		38
Application to Permanent Part-time Employees		A.	38
<u>Preamble</u>	1.		8
Parties		A.	8
Purpose		B.	8
<u>Prohibited Practices</u>	31.		37
Intent		A.	37
Employer Prohibitions		B.	37
Union Prohibitions		C.	37
Disputes		D.	38
<u>Recognition</u>	2.		8
Bargaining Unit		A.	8
Representation and Employment		B.	9
Recognition		C.	9
<u>Retirement Severance Pay</u>	22.		30
General		A.	30
<u>Seniority</u>	25.		34
Definition		A.	34
Termination of Seniority		B.	34
<u>Severability</u>	37.		40

Savings Clause		A.	40
<u>Sick Leave</u>	14.		24
Definition		A.	24
Procedure		B.	24
Permanent Part-time Employees		B.1.	24
Maximum Accrual		C.	24
Sick Leave Use		D.	24
Definition		D.1.	25
Procedure		E.	25
Proof of Illness		F.	25
Close of Accounts		G.	26
<u>Signatures</u>			41
<u>Term of Agreement</u>	38.		40
Duration		A.	40
Termination		B.	40
Negotiations		C.	40
<u>Union Business</u>	26.		35
Duty Hours		A.	35
City Facilities, Vehicles and Equipment		B.	35
Union Leave		C.	35
<u>Union Membership, Voluntary</u>	3.		9
Membership or Service Fee		A.	9
Termination of UNION Membership or Service Fee		B.	10
Deductions		C.	10
Indemnification		D.	10
<u>Union Representation</u>	6.		13
Union Officers		A.	13
Contract Negotiations		B.	13
Grievance Investigation		C.	13
<u>Vehicle Use Reimbursement</u>	21.		29
Reimbursement		A.	29
Insurance		B.	29
Coverage		B.1.	29
Collision and Comprehensive Coverage		B.2.	29
Claims Reporting		B.3.	29
Vehicle Condition		B.4.	30
Vehicle Identification		B.5.	30
Incumbent Employees		B.6.	30
<u>Wages</u>	20.		28
Payroll Deductions		A.	28
COLA		B.	28

ARTICLE 1

PREAMBLE

Section A. Parties. This Agreement is entered into by and between the City of Concord, a municipal corporation of the State of New Hampshire having its principal place of business at 41 Green Street, Concord, New Hampshire, hereinafter referred to as "EMPLOYER" and Local 2232, International Union - United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the "UNION".

Section B. Purpose. This agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by New Hampshire Revised Statutes Annotated, Chapter 273-A.

ARTICLE 2

RECOGNITION

Section A. Bargaining Unit. The EMPLOYER recognizes Local 2232, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America as the exclusive bargaining agent for all permanent, non-probationary Employees within the position classifications of Custodian, Library Page Administrative Technician, Data Technician, Fiscal Technician I, Library Technician I, Administrative Specialist I, Administrative Technician, Fiscal Technician II, Automotive Parts Technician, Circulation Supervisor, Computer Operator, Fiscal Technician III, Legal Secretary, Library Technician II, Recreation Assistant, Administrative Specialist II, Administrative Technician III, Fiscal Supervisor, Records Supervisor, Welfare Case Technician, Building & Grounds Supervisor, Deputy City Clerk, Facilities Maintenance Supervisor, Road Crew Supervisor, Sewer Maintenance Supervisor, Tree Supervisor, Water Distribution Supervisor, Water Meter Maintenance Supervisor, Appraiser, Cemetery Administrator, Code Inspector, Electrical Inspector, Engineering Technician I, GIS Technician, Health Services Inspector, Highway Systems Supervisor, Housing Inspector, Plumbing & Mechanical Inspector, Radio Technician, Sewer System Supervisor, Shop Supervisor, Utilities

Mechanic, Utility Electrician, Water Treatment Plant Operator II, Water Systems Supervisor, Building Inspector, Wastewater Maintenance Supervisor, Wastewater Operation Supervisor or their successor titles (herein after called "Employees" as defined pursuant to RSA 273-A:1). Excluded as Supervisory are the positions of Administrative Supervisor in General Services. Excluded as Confidential with direct reporting relationship to the Department Head are the positions of Personnel Technician in Personnel, Administrative Specialist III in Police, Administrative Specialist III in Finance, Paralegal in Legal and Executive Assistant in Administration. All other City Employees and position classifications not listed above are excluded.

Section B. Representation and Employment. The UNION recognizes its responsibility to represent the interests of all Employees within this bargaining unit.

Section C. Recognition. The EMPLOYER shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee of the UNION unless such persons have demonstrated specific designation by the UNION as authorized representatives for such purposes.

ARTICLE 3

UNION MEMBERSHIP VOLUNTARY

Section A. Membership or Service Fee. Although it is agreed that UNION membership is not a mandatory condition of employment, all non-probationary employees covered by this agreement who are members of the UNION shall be required to pay dues. New non-probationary employees shall be required to pay UNION dues or a service fee in an amount not to exceed the UNION dues for the purposes of administering the provisions of this agreement. Employees have the right to object to payment of a service fee and the UNION shall justify what portion of the service fee that may constitutionally be collected from an objecting employee.

Section B. Termination of UNION Membership or Service Fee. Any employee who is a member of the UNION or who is paying a service fee, shall have the right to withdraw from UNION membership or to stop paying a service fee during the last thirty (30) days prior to each annual anniversary date of this agreement (December 1- December 30) by providing written notice to the UNION and EMPLOYER providing they have been a dues paying member or paying a service fee for a minimum of 12 consecutive months.

Section C. Deductions. The EMPLOYER agrees to deduct UNION dues or a service fee from the wages of employees in the bargaining unit upon presentation of appropriate authorization forms specifying the amount to be deducted. The EMPLOYER shall make payroll deductions on a weekly basis and remit such deductions to the Treasurer of the UNION on a monthly basis. In case a UNION member or individual paying a service fee has no funds available, then no deduction shall be made. The UNION agrees to limit changes in the amount of payroll deductions to not more than two (2) times per year and to give the EMPLOYER thirty (30) days written notice prior to the beginning of the payroll period in which the deduction is to be made.

Section D. Indemnification. The UNION shall indemnify, defend and hold harmless the EMPLOYER against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

Section A. Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the EMPLOYER retains and reserves unto itself all rights which ordinarily vest in and are exercised by public employers and all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Hampshire and of the United States whether exercised or not. The rights of Employees in the bargaining unit and the UNION hereunder are limited to those specifically set forth in this

Agreement, and the EMPLOYER retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The EMPLOYER shall have no obligation to negotiate with the UNION with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the term thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term thereof.

Without limitation, (except as otherwise expressly and specifically limited by the terms of this agreement) but by way of illustration, the exclusive prerogatives, functions, and rights of the EMPLOYER shall include the following:

To determine the mission of a department and to manage its affairs efficiently and economically; to control department budgets, facilities, equipment, processes; to plan, direct, and control department activities and personnel.

To determine the EMPLOYER'S organizational structure, duties to be performed, establishing or changing qualifications, position classifications and contents thereof; to establish terms and conditions of employment except as expressly modified or restricted by specific provisions of this Agreement.

To establish or change work hours and schedules of work, starting and quitting times; to assign and distribute work; to assign shifts, workdays, hours of work, and work locations; to determine the necessity for overtime and the amount of overtime required.

To establish, revise, and implement standards for performance, safety, materials, uniforms, and appearance.

To use, purchase or contract for outside services or products; to use technology; introduce new, or eliminate or modify existing methods, equipment, processes and technology.

To close or liquidate an office, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of departments, divisions, offices, operations, or facilities.

To examine, select, assign, reassign, direct, evaluate, discipline, promote, lay-off, or discharge employees and to determine the number of persons employed within the departments, parts thereof, or assigned to facilities, vehicles and equipment therein.

To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the EMPLOYER.

To adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provision of this Agreement, or existing applicable statutory law as delineated under NH Revised Statutes Annotated or US Code, as to continue public control of the City of Concord.

To take whatever actions are necessary in emergencies in order to assure the proper functioning of the departments.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, to bargaining during the term of this Agreement.

The EMPLOYER'S not exercising any right, power, function or exclusive prerogative reserved to it herein, or exercising them in a particular way, shall not be deemed a waiver of its right to exercise them or to preclude the EMPLOYER from exercising them in some other way not in conflict with the express provisions of this Agreement.

Section B. Merit Plan. Except as otherwise specifically amended by this Agreement, all other provisions of the City's merit plan as provided by Charter, governing the classification, compensation, selection, training, promotion, discipline, leave, and any other matters within the management prerogatives of the EMPLOYER, are not considered a part of this Agreement but shall have full force and effect and shall be observed by Employees.

ARTICLE 5

NON-DISCRIMINATION

The EMPLOYER and the UNION agree that there shall be no unlawful discrimination or harassment on the basis of religion, age, sex, race, color, national origin, physical or mental disability, pregnancy, marital status, sexual orientation, political affiliation or union status. The EMPLOYER and the UNION shall share the responsibility for damages resulting from discrimination caused by the enforcement of provisions of this Agreement or the collective bargaining process. The use of the male or female gender of nouns or pronouns is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees in the classification, regardless of gender.

ARTICLE 6

UNION REPRESENTATION

Section A. Union Officers. A written list of UNION Officers and Representatives shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER immediately of any change.

Section B. Contract Negotiations. Up to four (4) Employees may attend negotiation meetings without loss of pay. However, no overtime will be paid for time spent in negotiation meetings.

Section C. Grievance Investigation. Official UNION representatives may be granted reasonable time to investigate grievances subject to the approval of the EMPLOYER's designated representative. Such reasonable time shall only be granted after the UNION representative indicates the nature of the grievance, the individual or individuals involved, the location to be visited and obtaining the approval of the supervisors at the site to be visited. The UNION Representative (Steward) shall not be permitted to solicit grievances nor to unduly interfere with the performance of duties assigned to Employees.

ARTICLE 7

GRIEVANCE PROCEDURE

Section A. Definition. A grievance is defined as a claim or dispute by an Employee arising out of the application or interpretation of this Agreement, under the express, written provisions of this Agreement, and shall be processed in the following manner:

Section B. Step 1. An Employee having a grievance must notify the Employee's immediate supervisor of the grievance within ten (10) working days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the Employee and his/her immediate supervisor at a mutually agreeable time. The immediate supervisor shall give his/her decision within ten (10) working days from the date of the discussion with the Employee.

Section C. Step 2. If the grievance remains unresolved following the decision of the immediate supervisor, then such grievance may be submitted to the next appropriate supervisor or division head. It must be submitted in writing within five (5) working days from the date of the decision by the immediate supervisor at step 1.

The written grievance shall take the following form:

- a. A complete statement of the grievance and the facts upon which it is based;
- b. The Article(s), or section(s) of this Agreement claimed to have been violated;
- c. The remedy or correction requested;
- d. The signature of the UNION representative and the grievant filing the grievance and;
- e. The identification of the person representing the grievant (UNION official or the grievant).

Any grievance which does not contain these minimal elements shall not be subject to the arbitration procedure set forth in this Article.

If either party feels it is necessary, the grievance may be discussed between the Employee, the UNION and the official at a mutually agreeable time. In any event the official shall render a decision in writing within ten (10) working days from the date of the meeting or the date the grievance was received, whichever is later.

Section D. Step 3. If the grievance remains unresolved following the completion of step 2, the written grievance may be submitted to the department head within five (5) working days from the date of the decision rendered at step 2. If either party feels it is necessary, the grievance may be

discussed between the Employee, the UNION, and the department head at a mutually agreeable time. The department head shall render a decision in writing within ten (10) working days from the meeting or the date the grievance was received, whichever is later. In the event the department head was the official involved at step 2, the Employee may proceed directly to step 4. Section E. Step 4. If the grievance remains unresolved following the decision of the department head, the written grievance may be submitted to the City Manager or designee within five (5) working days from the date of the decision rendered by the department head at step 3. If either party feels it is necessary, the grievance may be discussed between the Employee, the UNION, and the City Manager or designee at a mutually agreeable time. The City Manager or designee shall render a decision within ten (10) working days from the date of the meeting or the date the grievance was received, whichever is later.

Section F. Step 5. If the grievance remains unresolved following the decision of the City Manager or designee the UNION may submit said grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or another mutually agreed third party, such action to be filed within twenty (20) calendar days following the decision of the City Manager or designee. If the UNION fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section G. Step 6. Arbitration. The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

G.1 The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific, written provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted by the Parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall provide the Parties with a decision within thirty five (35) days following the close of the hearing. The Arbitrator's decision shall be binding on the Parties subject to the provisions of RSA 542.

G.2 Nothing in this section limits the right of the Parties to be represented by legal counsel during the arbitration process.

G.3 Each Party shall pay the expenses of its own representatives, and they shall equally share the cost of the Arbitrator.

G.4 If either Party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other Party and to the Arbitrator.

G.5 Any award recommended by the Arbitrator may be retroactive to the date the grievance was submitted at step 1. In no case shall a grievance be deemed to have occurred prior to the effective date of this Agreement except as specifically acknowledged and identified in writing by the Parties on the date this Agreement is signed.

Section H. Time Limits. The time limits for the processing of grievances may be extended by written consent of **both Parties**. Where the specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the EMPLOYER's or the UNION's last response.

Section I. Right of Employer. Nothing contained herein shall be construed as limiting the right of the EMPLOYER to pursue resolution of a grievance under this Article.

Section J. Exclusions. Questions or disputes involving the City Charter, City Ordinances, published policies and regulations, provisions of RSA 273-A and other provisions of law or policies and regulations of appropriate authorities outside the City shall not be subject to the grievance and arbitration procedure set forth herein regardless of whether such matters are quoted, cited, or otherwise incorporated in this agreement. This grievance procedure shall not cover any matter for which statutory appeals procedures exist.

ARTICLE 8

DISCIPLINE

Disciplinary action and any appeal thereof shall proceed in accordance with the City of Concord Personnel Rules and Regulations and shall not be subject to the grievance or arbitration provisions set forth in this Agreement. (Personnel Rules and Regulations can be accessed on the City's Intranet at www.onconcord.org.)

ARTICLE 9

FILLING OF VACANCIES

Section A. Temporary Assignments. An Employee may be temporarily assigned by the EMPLOYER to work in any position of the same or lower classification grade without change in pay. Upon the cessation of such temporary assignment, the Employee shall be returned to the EMPLOYER's previous position provided it is open and available.

Section B. Acting Appointments. When an Employee is temporarily assigned to work in a higher labor grade, such an Employee shall receive a wage rate to be determined by adding five percent to the Employee's regular rate and then placing the Employee at the step in the labor grade of the higher classification which is closest to this hourly rate without being less. However, in no instance shall an acting Employee receive a rate which is greater than the maximum rate paid for that classification. Employees on such assignments shall receive the higher rate of pay for the position after they have worked five days in the higher position within a calendar year.

Payment shall be retroactive to the first day of such assignment and shall only be made for those days actually worked in the higher assignment. Acting assignments shall only be valid with prior written authorization from the department head. Where two or more Employees are equally qualified for the acting assignment, the senior Employee will be appointed. However, qualifications for acting assignments shall be determined at the sole discretion of the department head.

Section C. Postings Full-time bargaining unit positions that are vacant and to be filled shall be posted in the Personnel Office for a period of five working days.

Section D. Notification. The City shall notify the UNION of all promotions and reclassifications within five (5) working days of the action by notice to the UNION Chairperson. This notice shall be for informational purposes only and shall not be used to challenge the City's exclusive managerial prerogative with respect to such matters.

ARTICLE 10

HOURS OF WORK

Section A. Work Hours. The hours of work shall be established by department heads and approved by the City Manager.

Section B. Application. Nothing contained herein shall be construed as preventing the EMPLOYER from restructuring the hours of work or from establishing the work schedule of Employees.

Section C. Changes in Workweek and Workday. Should it be necessary to establish daily or weekly work schedules departing from the regular workday or workweek, the EMPLOYER will give notice of such change to the Employee as far in advance as is reasonably practicable.

Section D. Breaks. Employees will ordinarily be allowed two fifteen minute breaks per day, at the discretion of the immediate supervisor. Permanent part-time employees will ordinarily be allowed one fifteen minute break for every four hours of work, at the discretion of the immediate supervisor. Break times shall be used as rest periods and are not to be annexed to the beginning of the workday, meal periods, or the end of the workday except with the permission of the department head; nor shall they accrue for use on another day.

ARTICLE 11

OVERTIME AND CALLBACK

Section A. General. The EMPLOYER reserves the right to require Employees to remain on duty or return to duty, at such times and for such lengths of time as it shall deem necessary.

Section B. Overtime Rate. Overtime at the rate of one and one-half (1 ½) times the Employee's scheduled hourly rate shall be paid for all hours actually worked beyond eight (8) hours in one day or forty (40) hours in the workweek. For employees who are paid in the maximum step available for that grade and are eligible for merit bonus consideration the overtime rate shall include an additional 3%. Full-time employees who are required to work on a day other than their scheduled workdays will be paid at the appropriate overtime rate for all hours worked that day. Overtime premium rate shall not be pyramided, compounded, added together or paid twice for the same time worked. Employees may mutually agree with the employer to flex schedules which include irregular daily hours. In such cases employees shall be paid overtime for all hours over 40 in any one week but shall not receive overtime for hours over 8 in one day.

Section C. Hours Worked. For purposes of computing hours worked for overtime, "hours worked" shall not include such things as leaves of absence or "off-payroll" periods.

Section D. Callback Time. Callback pertains to work performed outside an Employee's regularly scheduled workday. Callback does not pertain to work time consecutively annexed to the end of the scheduled workday. Callback does not pertain to scheduled overtime. An Employee called back under this section shall be paid at the overtime hourly rate for the time actually worked. Except for those receiving stand-by compensation (See Section 5. below), employees shall be guaranteed a minimum of four (4) hours work at their overtime rate. Employees in stand-by status shall be guaranteed a minimum of three (3) hours work at their overtime rate for the first callback in a stand by day (as defined in Section 5 (d)) and two (2) hours work for additional callbacks in that day. Employees in stand-by status, working remotely on a SCADA system, shall be guaranteed a minimum of one (1) hour work at their overtime rate for a callback in a stand by day. The Employer may, at its sole discretion, elect to hold over an Employee at the end of the workday if the Employee has been called in to work less than four

hours prior to the start of the Employee's regular shift, is eligible for callback pay and has not worked for the guaranteed hours during the callback period.

Section E. Stand-By. The following provisions apply to Stand-By:

- a. An Employee may be assigned stand-by status in addition to his/her regular work schedule. While on stand-by status, the Employee shall be constantly available for notification of work requirement, keep competent authority informed of the current effective reasonable method for communication of notification and shall report to the work area as quickly as possible and within forty-five (45) minutes of notification by competent authority or by an alarm system.
- b. Stand-by status will be rotated among Employees based upon qualifications of the Employee and Department requirements.
- c. The compensation for a stand-by period shall be one (1) hour at the Employee's overtime rate of pay for each calendar day assigned to Stand-by status. An Employee on Stand-by status during a Holiday will receive one additional hour of compensation at the Employee's overtime rate for that Holiday coverage (Note: this section does not apply to floating holidays).
- d. The stand-by period shall normally be for seven days commencing Monday at 7:00 A.M. and involve the time period outside the normal hours of work. A shorter stand-by period with a minimum of one day may be assigned when it is necessary to substitute for the normally assigned Employee or provide additional accessible workforce.
- e. Employees in stand-by status shall be available for scheduled overtime and perform the regular duties of their job description during normal hours.

ARTICLE 12

HOLIDAYS

Section A. Days. The official holidays of UNION Employees shall be as follows:

New Year's Day	Columbus Day
MLK Jr./Civil Rights Day	Election Day (State)
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

MLK Jr./Civil Rights Day and Election Day shall be floating holidays.

Section B. Observed. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday; when a holiday occurs on a Sunday, it shall be observed on the following Monday. If a holiday is observed by the City on another day the UNION will observe the same day.

Section C. Payment. Holiday pay shall be computed at the Employee's regular straight-time hourly rate for the number of hours for which they would normally have worked had the day not been a holiday.

An employee working a rotating schedule, other than a regular Monday to Friday schedule, who is not scheduled to work on a holiday shall be compensated at their regular rate of pay for the holiday and may be given another day off without pay. This schedule change shall occur during the week of the holiday and at the discretion of the department head.

Section D. Overtime. In the event that an Employee is required to work on one of the holidays listed above, then that Employee shall receive pay at time and one half the regular rate of pay for all hours actually worked on the holiday in addition to his/her holiday pay, if eligible.

Section E. Eligibility. Employees shall forfeit holiday pay in the event the Employee is absent without authorization on the last workday prior to the holiday or the first work day following the holiday.

Section F. Permanent Part Time Employees. Permanent Part-time employees shall be compensated four (4) hours at their regular rate of pay for holidays. A Permanent Part-time Employee who is not scheduled to work on a holiday shall be compensated four (4) hours at his/her regular rate of pay for the holiday, and may be given four (4) hours off without pay. Permanent Part-time employees who are normally scheduled for greater than or less than four (4) hours on the holiday shall be compensated four (4) hours at their regular rate of pay, and their schedule may be adjusted to provide the normal number of hours of their work week. They may request not to make up the hours as long as the yearly average of hours per week requirement is met or may use annual leave within the week of the holiday. These schedule changes shall occur during the week of the holiday and at the discretion of the department head.

ARTICLE 13

ANNUAL LEAVE

Section A. Formula. All permanent full time and permanent part time Employees annual leave accrual shall be based upon a fraction of an hour accrual for each of the standard annual work hours schedule (e.g. 2080 hours for a 40 hour; 1950 for a 37.5 hour per week employee) as shown below in column 2:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Years of Continuous Service</u>	<u>Hourly Accrual</u>	<u>Monthly Accrual</u> 37.5 <u>Hours</u>	<u>Monthly Accrual</u> 40 Hours	<u>Annual Accrual</u> 37.5 <u>Hours</u>	<u>Annual Accrual</u> 40 <u>Hours</u>
0 thru 5	.0462 hrs.	7.5 hrs.	8.00 hrs.	90 hrs.	96 hrs.
6 thru 10	.0577 hrs.	9.38 hrs.	10.00 hrs.	112.6 hrs.	120 hrs.
11 thru 15	.0692 hrs.	11.25 hrs.	12.00 hrs.	135 hrs.	144 hrs.
16 thru 20	.0808 hrs.	13.13 hrs.	14.00 hrs.	157.6 hrs.	168 hrs.
21 thru 25	.0923 hrs.	15.00 hrs.	16.00 hrs.	180 hrs.	192 hrs.
Over 25	.0962 hrs.	15.63 hrs.	16.67 hrs.	187.6hrs.	200hrs.

Section B. Maximum Accrual. Annual leave may be accrued to a maximum of two and one half (2.5) years' accrual at the Employee's annual rate.

Section C. Non-Pay Status. More than five (5) days in a non-pay status during any calendar month will constitute the loss of a month worked for annual leave credit purposes.

Section D. Transfer. In the event of a transfer to another department without a break in City service, the Employee shall retain his/her accumulated annual leave.

Section E. Scheduling. Requests for annual leave will be accepted by the EMPLOYER at reasonable times. The assignment of annual leave shall be scheduled by the department head for such time or times as will serve both the interests of City and the Employee, however, reasonable effort will be made to accommodate the Employee's request.

Section F. Payment Upon Death. If a permanent Employee, while in the City's service, dies and there is remaining to his/her credit days of annual leave, it shall be payable to the following classes in the following order of priority:

1. A named beneficiary whose name has been filed by said employee with the head of the department in which he/she is employed;
2. When not having so filed a named beneficiary, to his/her spouse;
3. Or not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.
4. If a permanent employee dies, annual leave for the month death occurs, shall be calculated by using the formula in Section 1 column 1 and column 2, to determine the annual leave for that month.

Section G. Payment Upon Resignation. If a permanent Employee retires or resigns from the service of the City or is otherwise discontinued therefrom, except for cause, he/she shall be entitled to receive a lump sum payment of all accumulated annual leave.

ARTICLE 14

SICK LEAVE

Section A. Definition. "Sick Leave" shall mean authorized leave of absence from duty for reasons of non-work related illness or injury. It shall not pertain to illness or injury while engaged in outside employment or business activity.

Section B. Procedure. All permanent full-time and permanent part-time and probationary Employees of the City shall be entitled to accrue sick leave. During the first six months of employment permanent full-time Employees shall accrue sick leave at the rate of .0577 hours for each hour worked within a standard work schedule (e.g. 40 hour week). Thereafter the accrual rate shall be .0308 hours for each hour worked within a standard work schedule.

The standard work year, in hours, resulting from the City's most common standard work weeks is shown below and the yearly accrual of leave for a person with over six months employment is illustrated for each of the standard work years (.0308 * 1950 etc.).

<u>Standard Work Week</u>	<u>Standard Work Year</u>	<u>Annual Accrual</u>
25 hours	1300 hours	40 hours
37.5 hours	1950 hours	60 hours
40 hours	2080 hours	64 hours
42 hours	2184 hours	67 hours

Section B.1. Permanent Part-time Employees. For purposes of this article only, permanent part-time Employee shall accrue sick leave at the rate outlined above.

Section C. Maximum Accrual. All Permanent full time City Employees may accumulate a maximum of 200 hours of sick leave; all Permanent part time Employees may accumulate a maximum of 100 hours of sick leave. More than five (5) days in a non-pay status during any single calendar month will constitute the loss of a month worked for sick leave credit purposes.

Section D. Sick Leave Use. An Employee may only utilize accumulated sick leave for actual illness, injury and disability of the Employee, or to provide direct care for a seriously ill dependent member of the Employee's immediate family, or to meet dental or medical appointments. When sick leave is used due to illness in the immediate family, use of such leave

shall not exceed three (3) days for any one occurrence of such family illness. In cases involving a grave illness of a member of the immediate family, and where alternate means of home care have been exhausted, the City Manager at his/her sole discretion may extend the maximum time limitations of this section. The granting or denial of such extensions shall not be subject to the grievance procedure.

D.1 Definition. "Immediate Family" shall include only the Employee's spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, step-child, foster child, or any other relative living in the same household.

Section E. Procedure. In order to receive compensation for sick leave an Employee must have an adequate balance in the sick leave account and meet the following requirements:

In the case of injury or illness commencing prior to the work shift, the Employee must notify his/her department head or designee within one (1) hour of the start of his/her regular work shift whenever possible.

In the case of injury or illness commencing after the Employee has reported for duty, an Employee must notify his/her department head or designee and gain approval for leave prior to leaving his/her duty station.

The approval of all sick leave shall be documented by the completion of an APPLICATION FOR LEAVE form.

Section F. Proof of Illness. Proof of illness in the form of a physician's certificate indicating that the Employee has been treated by that physician during the time frame involved in the sick leave request may be required by the EMPLOYER for any claims of illness or injury. Absences for more than three (3) consecutive workdays shall be substantiated by such physician's certificate. The EMPLOYER may require an Employee to undergo a fitness for duty examination before being restored to duty after use of sick leave.

Section G. Close of Accounts. Upon resignation or dismissal, the Employee's accumulated sick leave shall lapse and the accounts shall be closed. The employee's accumulated sick leave shall not lapse and the account shall not be closed when an employee is transferred.

ARTICLE 15
INJURY LEAVE

Section A. Definition. Injury leave shall be defined as injury arising out of the Employee's employment with the EMPLOYER.

Section B. Payment. Employees are covered by worker's compensation insurance as defined by State Law. In no instance shall an Employee out on injury leave receive any payments from the City without having signed a wage continuation payment agreement. Said wage continuation payment agreement shall allow the City to withhold wages for any duplicate payments that exceed the Employee's net base weekly wage.

ARTICLE 16
BEREAVEMENT LEAVE

Section A. Leave. In the event of a death in the immediate family of a Permanent or Permanent Part-time Employee, the Permanent Employee shall be granted up to three (3) days, or in the case of a Permanent Part-time Employee up to three (3) 4 hour days, paid leave of absence to make household arrangements or to attend funeral services.

Section B. Definition. For purposes of this Article, "Immediate Family" shall mean: the employee's spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, step-child, foster child, or any other relative living in the same household.

ARTICLE 17

MILITARY LEAVE

Section A. General Any Permanent or Permanent Part time employee who is a member of any reserve component of the Armed Forces of the United States or of the national guard shall upon request be entitled to no more than fifteen (15) calendar days leave of absence in any twelve- (12) month federal fiscal year (October 1 - September 30), for the purpose of engaging in military drill, training, or other temporary duty under military authority. An employee shall be paid the difference between base pay for such military service and the amount of straight time earnings lost by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service.

ARTICLE 18

CIVIL LEAVE

Section A. General. Any Permanent or Permanent Part-time Employee shall be given time off without loss of pay or annual leave when performing civil leave, when called for jury duty, or subpoenaed to appear before a court, public body or commission. While on civil leave said Employee's civil compensation shall be supplemented by the City to such an amount so the Employee will receive his/her base weekly wage.

ARTICLE 19

LEAVE OF ABSENCE

Section A. General. Any Permanent or Permanent Part-time Employee may, with the approval of the City Manager, be granted a Leave of Absence of up to six (6) months. Such Leave shall be without pay or other benefits and shall not count as service to the City. The granting or refusal of such Leave shall not be subject to the provisions of the grievance procedure.

ARTICLE 20
WAGES

Section A. Payroll Deductions. All Permanent or Permanent Part-time Employees who work a minimum of fifteen (15) hours every week shall be eligible for direct payroll deductions under existing City policies. Nothing in this section shall prohibit the City from changing or modifying the City policies regarding payroll deductions at the sole discretion of the City. However, the Finance Department shall provide affected employees a written one-pay period advance notice when possible.

Section B. COLA. In consideration for the UNION's Agreement that the EMPLOYER's Beneflex program is outside the collective bargaining agreement and subject to change regarding any matter at the sole discretion of the EMPLOYER, including level of funding, the EMPLOYER shall compensate employees in the following manner:

All current full time and permanent part-time Employees covered by this Agreement who have not previously received a cost of living adjustment as a result of negotiations shall receive a paycheck for all hours worked from February 4, 2007 until the pay period which ends immediately following the execution date of this agreement in the amount of 2.3%. Employees in order to qualify for such payment must be employed as of ratification by both parties of this agreement. This provision shall not obligate the EMPLOYER to make any other fringe benefit payment for the periods in question. Employees shall receive their checks within forty-five (45) days of the execution of this agreement.

Make the attached cost of living adjustments to the current 10-step wage schedule effective the first full pay period following execution of this agreement:

Wage Year 1 – Implement the attached schedule in accordance with this section.
Wage Year 2 – 2% effective the first full pay period February 2008.
Wage Year 3 – 2% effective the first full pay period February 2009.

Note: If Non contractual employees receive an increase to their current 10 step wage scale that is greater than 2% in 2008 or 2009 then UAW employees shall receive the same increase. This shall not apply if the Non Contractual employees move to the Condrey Plan.

ARTICLE 21

VEHICLE USE REIMBURSEMENT

Section A. Reimbursement. Employees shall be reimbursed for authorized use of their personal vehicle at \$.28 per mile, or City policy whichever is greater, upon approval of recognized mileage reimbursement request forms and vehicle mileage logs.

Section B. Insurance. The Employees listed below who utilize their personal vehicles in the routine performance of their job shall be reimbursed an amount equal to \$270 for upgrading their personal vehicle insurance policy to business use under the following conditions.

B.1 Coverage. Employees shall maintain in force during the period of vehicle use primary automobile liability insurance coverage in the amount of \$25,000 per person, \$50,000 per occurrence and property damage at \$25,000 per occurrence. Employees shall provide evidence of such coverage to the EMPLOYER. The EMPLOYER reserves the right to increase the above referenced limits.

The EMPLOYER will provide excess coverage up to an additional \$1 million for any claims arising out of the use of a personal vehicle operated for the purpose of conducting the EMPLOYER'S business. This does not include the ride to and from work each day or any personal use (personal use does not include breaks and lunch where the employee is stopping for coffee and food within the normal drive directly from one point to the next work location; personal use would include driving out of the way for coffee and food or running any personal errand). Such excess coverage shall be subject to the EMPLOYER'S insurance documents.

B.2 Collision and Comprehensive Coverage. The EMPLOYER shall reimburse the Employee up to the insured's deductible, \$1,000, or actual cash value of the vehicle, whichever is less, for damages incurred to a personal vehicle while being used in the conduct of City business. This reimbursement shall be subject to the lesser of two quotations provided from a vehicle repair facility chosen by the City.

B.3 Claims Reporting. Any and all claims or incidents that occur while using the vehicle in the conduct of city business or which may result in a claim shall be reported to the department head, Finance Director, the City police department or the State Department of Safety as necessary.

B.4 Vehicle Condition. The Employee shall keep the vehicle in safe working condition, properly registered and inspected at his/her own expense. The EMPLOYER reserves the right to inspect any vehicle for adherence to these standards.

B.5 Vehicle Identification. The EMPLOYER shall provide decals or other easily recognizable and durable forms of vehicle identification to be displayed only while the vehicle is being used in the conduct of the EMPLOYER'S business.

B.6 Incumbent Employees. These arrangements are intended only for the following individuals:

Daniel W. Clark

Michael J. Hathaway

Ronald B. Finlayson

Joseph R. LaBontee

Future Employees in these positions will not be eligible for this extra consideration.

ARTICLE 22

RETIREMENT SEVERANCE PAY

Section A. General. An Employee who retires from the City having completed at least ten (10) years of creditable City service with the New Hampshire Retirement System and who has applied to receive retirement payments from that system shall be eligible for a severance payment according to the following formula.

Severance Pay Formula

Deduct the number of sick leave days used during an Employee's last two (2) years of employment from the Number 30 and apply the balance to the payment formula below. The Base for calculations during 2007 shall be 155 dollars. This base shall be indexed to the annual across-the-board wage increases granted to non-contractual Employees.

<u>Years of City Service</u>	<u>Payment Formula</u>
10 years thru 14 years	.25 * Current Base * number of days
15 years thru 19 years	.50 * Current Base * number of days
20 years thru 24 years	.75 * Current Base * number of days
25 years and over	Current Base * number of days

In no case shall the amount paid per day exceed the Employee's standard daily rate. Consecutive sick leave days used involving more than three days shall be computed as single events for purposes of calculating this benefit.

ARTICLE 23

EDUCATIONAL INCENTIVE

Section A. Payment for non-required courses. Employees who would like to receive consideration for payment of department related educational courses shall submit written requests to the department head documenting estimates for the course at least five (5) months prior to the beginning of the fiscal year during the initial preparation of the departmental operating budget. Provided departmental funds are budgeted and available the EMPLOYER shall reimburse one half (1/2) the cost of tuition for department related educational courses taken by Employees when approved in accordance with this Agreement. Once a course has been budgeted written requests for approval shall be submitted to the department head specifying the course to be taken and the specific cost of the tuition for the course. Employees denied approval for a budgeted course, or Employees denied consideration of a request during the initial budgetary process, may request to meet and confer with the department head and Personnel Director. However, determinations relative to whether the course is department related and whether there are available funds shall be made at the sole discretion of the EMPLOYER. All courses eligible for payment under this section shall be:

1. Reviewed and approved by the department head prior to enrollment in the course.
2. Initiated and completed while in the employ of the EMPLOYER.
3. Completed with sufficient evidence to the department head of a grade of "C" or better.
4. Attended on the employee's own time.

The department head will submit to the City Finance Department a request for payment to reimburse eligible educational expenses within five (5) working days after the EMPLOYER is formally notified of successful course completion.

Section B. Required Course. The EMPLOYER shall pay the tuition or registration fee for any course, school or seminar that the EMPLOYER requires the Employee to attend. Said course, school or seminar must be reviewed and approved by the department head prior to enrollment.

ARTICLE 24

LAYOFF and RECALL

Section A. Cause. The EMPLOYER may layoff Employees at its sole discretion. Should the EMPLOYER determine that layoffs are necessary, Employees will be laid off as follows:

Section B. Notification. Employees who are to be laid off shall be notified by the department head at least fifteen calendar days prior to the effective date of such action.

Section C. Order of Layoff. Whenever there is to be a layoff, it shall occur in the inverse order of an Employee's employment in the affected classification by department.

Section D. Displacement. An Employee may displace the least senior employee within a lower classification within the department where the lay-off occurs in lieu of lay-off, provided the Employee has served in said classification and continues to be qualified for the classification. An Employee displaced by another Employee as a result of a lay-off may in turn displace another Employee in a lower classification following this same procedure.

OR

In the event the above displacement process does not apply, an Employee may displace the least senior Employee within the unit who holds the position of Custodian or Administrative Technician I according to the groupings listed below. The Employee must have greater seniority and, at least, equal knowledge, skills, abilities, experience and qualifications to perform the remaining work without further training.

Administrative Technician I may only be displaced by the following:

Fiscal Technician I, II & III	Data Technician	Deputy City Clerk
Welfare Case Technician	Administrative Specialist I & II	Legal Secretary
Appraiser	Library Technician I & II	Engineering Technician I
Administrative Technician I, II & III	Cemetery Administrator	Computer Operator
Automotive Parts Technician	Circulation Supervisor	Recreation Assistant
Fiscal Supervisor	Records Supervisor	GIS Technician

Custodian may only be displaced by the following:

Building. & Grounds Supervisor	Housing Inspector	WWTP Operator II
Building Inspector	Facilities Maintenance Supervisor	Plumbing & Mechanical Inspector
Water Distribution Supervisor	Water Meter Maintenance Supervisor	Road Crew Supervisor
Health Services Inspector	Utilities Mechanic	Radio Technician
Custodian	Sewer Maintenance Supervisor	Highway System Supervisor
Electrical Inspector	Sewer System Supervisor	Water System Supervisor
Utility Electrician	Shop Supervisor	Tree Supervisor
Code Inspector	WW Maintenance Supervisor	WW Operations Supervisor

The determination by management as to whether or not an Employee continues to be qualified or is equally qualified to perform the duties of a particular job shall not be overturned unless it is clearly arbitrary, capricious, or made in bad faith. An Employee must notify the department head in writing within two (2) working days of notification of layoff that he/she intends to exercise his/her displacement rights under this article.

Section E. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees who are still on the recall list shall be recalled in inverse order of their layoff by classification and department involved, provided they are presently qualified to perform the remaining work without further training.

Failure by an Employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall. A written notice of recall will be provided to Employees who are eligible for recall and shall be sent to the last address provided by the Employee. The Employee must notify the department head in writing within five (5) days after receiving the notice of recall of his/her intention to return to work. Failure by the Employee to fulfill this obligation shall represent a decision not to accept the recall. It shall be the obligation of the Employee to immediately notify the department head in writing of any changes in mailing address during the twelve (12) month period following layoff.

Section F. Appeal. Any Employee who is laid off or who has any other grievance under this Article may appeal, in writing, to the Personnel Appeals Board within ten (10) days of the effective date of layoff. A copy of the appeal must be filed simultaneously with the City Manager and the Director of Personnel and Labor Relations. This Article shall not be subject to any other grievance or arbitration procedure set forth in this Agreement.

Section G. Compensation. An Employee who is laid off shall receive 6 weeks pay.

Section H. Permanent Part-time Employees. Permanent Part-time Employees shall not be covered by this Article. Layoff and Recall for individuals so designated shall be outside the provisions of this collective bargaining agreement.

ARTICLE 25

SENIORITY

Section A. Definition. Seniority shall, for the purposes of Layoff and Acting Appointments, be defined as an Employee's length of continuous full-time service since their last date of hire.

Section B. Termination of Seniority. Seniority and the employment relationship shall be terminated when an Employee:

1. Quits; or
2. Is discharged for cause; or
3. Is absent for three consecutive working days without approved leave; or
4. Is laid off and fails to report to work under a recall notice; or
5. Is laid off for a period in excess of one year; or
6. Retires.

ARTICLE 26

UNION BUSINESS

Section A. Duty Hours. The internal business of the UNION shall be conducted during non-duty hours.

Section B. City Facilities, Vehicles and Equipment. Use of EMPLOYER'S facilities to conduct internal UNION business shall be allowable by permission of the City Manager and at his/her sole discretion. Requests to use the EMPLOYER'S facilities shall be made at least one week in advance of the meeting date.

City vehicles, equipment, supplies, devices or on-duty Employees shall not be used in the support of internal UNION business activities or UNION meetings.

Section C. Union Leave. With approval of the City Manager, the Officers of the UNION or their designated representatives shall be entitled to a combined total of twenty-four hours leave with pay per calendar year for official UNION business and conventions. The following conditions shall apply to such leave:

1. Requests for leave shall be made to the City Manager by the officers at least one week in advance whenever possible.
2. No more than two (2) Union Officers shall be granted such leave at any one time.
3. Such leave may not be granted if the City Manager determines in conjunction with the department head that it may disrupt or interfere with departmental operations.
4. Additional paid leave of eight hours may be granted upon request by the UNION to the City Manager. The granting or refusal of additional paid leave shall not be subject to the provisions of the grievance procedure.
5. Additional non-pay status leave may be granted upon request by the UNION to the City Manager. Employees granted such non-pay status leave will not be required to use their accrued annual leave, but may do so if both parties mutually agree. The granting or refusal of additional non-pay status leave shall not be subject to the provisions of the grievance procedure.

ARTICLE 27

ACCESS TO PREMISES

Section A. Provisions. Access to EMPLOYER's premises or contact with on-duty Employees by accredited non-Employee representatives of the UNION shall be subject to the sole discretion and approval of the EMPLOYER's designated representative.

ARTICLE 28

HEALTH AND SAFETY

Section A. General. UNION representatives to the EMPLOYER'S Joint Loss Management Committee shall be selected by the UNION.

ARTICLE 29

BULLETIN BOARDS

Section A. General. The EMPLOYER shall provide reasonable space for a bulletin board in City Hall, Hall Street, COMF, Cemetery, Public Safety Building, Water Treatment Plant, White Park and Library in nonpublic areas. The UNION shall use this board for posting of notices pertaining to recreational and social activities, UNION elections, reports of the UNION or its committees, UNION meeting notices, legislative enactments, decisions of the PELRB, and judicial decisions affecting public employee labor relations. The UNION shall not post any materials which the EMPLOYER finds objectionable. This includes but is not limited to materials that are obscene, defamatory, or impair the operation of the department, or which constitute partisan political campaign material. Where the EMPLOYER finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the UNION or any representative. If such consultation does not resolve the EMPLOYER's objections, the material in question shall be promptly removed from the bulletin board by the UNION. The UNION may grieve the EMPLOYER's actions under the grievance and arbitration procedure of this Agreement.

ARTICLE 30

OUTSIDE EMPLOYMENT OR ACTIVITY

Section A. City as Employer. Employees recognize their employment responsibilities to the EMPLOYER in terms of performance, availability and adherence to established work schedules and emergency schedules. If a conflict arises regarding scheduling of work, the EMPLOYER will attempt to reach a mutually satisfactory arrangement with the Employee. However, in the event this is not possible any conflict or conflict of interest arising between employment with the EMPLOYER and any other employment or outside activity shall be resolved in favor of the EMPLOYER.

Section B. City Separate. Except as expressly provided for by written departmental policy Employees, while engaged in outside employment or business activity, shall not involve the identity of the City of Concord in such activity, wear clothing or devices provided by the City, or use City vehicles, equipment or tools.

Section C. Implementation. Persons engaged in outside employment or business activity at the time of the signing of this Agreement shall have thirty (30) calendar days to adhere to the provisions of this Article.

ARTICLE 31 PROHIBITED PRACTICES

Section A. Intent. The UNION and the EMPLOYER jointly set forth their intention to manage their affairs during the term of this Agreement in a manner reflecting mutual "good faith".

Section B. Employer Prohibitions. The EMPLOYER agrees during the term of this Agreement not:

- a. To restrain, coerce or otherwise interfere with its Employees in the exercise of the rights conferred by New Hampshire RSA 273-A:5;
- b. To dominate or to interfere in the formation or administration of the UNION;
- c. To discriminate in the hiring or tenure, or the terms and conditions of employment of its Employees for the purpose of encouraging or discouraging membership in the UNION;
- d. To discharge or otherwise discriminate against any Employee because he has filed a complaint, affidavit, or petition, or given information or testimony under New Hampshire RSA 273-A:5 or this Agreement;
- e. To refuse to negotiate in good faith with the exclusive representative of a bargaining unit, including the failure to submit to the legislative body any cost item agreed upon in negotiations;
- f. To invoke a lockout;
- g. To fail to comply with New Hampshire RSA 273-A or any rule adopted thereunder;
- h. To breach this collective bargaining Agreement.

Section C. Union Prohibitions. The UNION agrees during the term of this Agreement not:

- a. To restrain, coerce or otherwise interfere with public Employees in the exercise of their rights under New Hampshire RSA 273-A:5;
- b. To restrain, coerce or otherwise interfere with the EMPLOYER in selection of agents to represent it in a collective bargaining negotiations or the settlement of grievances;
- c. To cause or attempt to cause the EMPLOYER to discriminate against an Employee in violation of RSA 273-A:5, I(c), or to discriminate against any Employee whose membership in the UNION has been denied or terminated for reasons other than failure to pay membership dues;
- d. To refuse to negotiate in good faith with the EMPLOYER;
- e. To engage in a strike or other form of job action;
- f. To breach this collective bargaining Agreement;
- g. To restrain, coerce or otherwise interfere with any Employee carrying out their duties involving the enforcement of any provisions of this Agreement.

Section D. Disputes. Disputes arising out of this Article shall not be subject to the grievance and arbitration procedure set forth herein. They shall be submitted to the N.H. Public Employees' Labor Relations Board for resolution.

ARTICLE 32

NO STRIKES

Section A. Definition. For the purposes of this Article, "Strike" shall mean any strike, sitdown, slowdown, or any other work stoppage or other job action that interrupts or interferes with the EMPLOYER'S operation.

Section B. No Strikes. Neither the UNION nor any officers, agents or Employees will instigate, cause, encourage, participate in or support any strike. In the event of any strike or threat of a strike on the part of any Employee during the term of this Agreement, the UNION shall, upon the occurrence of such strike or learning of the threat thereof, notify the Employees involved that such action by them is unauthorized and in violation of the provisions of this Agreement.

ARTICLE 33

GENERAL PROVISIONS

Section A. General. The Union shall provide each Employee with a copy of the collective bargaining agreement upon signing. The EMPLOYER shall provide a copy to each new bargaining unit Employee.

ARTICLE 34

PERMANENT PART-TIME EMPLOYEES

Section A. Application to Permanent Part-Time Employees. Permanent Part-time Employees in the bargaining unit shall not be eligible for any fringe benefits under this Agreement including, but not limited to, sick leave, other leaves of absence, holidays, vacation, and insurance, except as otherwise specifically provided elsewhere in this Agreement.

ARTICLE 35

NOTICE UNDER AGREEMENT

Section A. Written Communications. For purposes of this Agreement, all written correspondence, except as otherwise provided for in this Agreement, shall be addressed to:

FOR THE CITY: Director of Personnel & Labor Relations
 41 Green Street
 Concord, New Hampshire 03301

FOR THE UNION: Chairperson - Concord Unit
 UAW Local 2232
 991 Candia Road
 Manchester, NH 03109

Section B. Proper Notification. All written notices to the EMPLOYER or UNION, respectively, will be deemed to have been properly given if delivered to the Director of Personnel & Labor Relations or Chairperson - Concord Unit Local 2232.

Section C. Change of Address. Either Party by written notice to the other Party may change the address to which future written correspondence or written notices are to be mailed or delivered.

Section D. Minimum Information. All written communications between the parties shall contain the following minimal elements:

- a. Name and title of addressee.
- b. Name and title of the sender.
- c. Date.
- d. A statement as to the subject and purpose of the correspondence.
- e. Signature of the sender.

ARTICLE 36

FINAL RESOLUTION

Section A. General. The Agreement expressed herein, in writing, constitutes the entire Agreement between the Parties and no oral statement shall supersede any of its provisions. Any change in this Agreement must be mutually agreed upon by the parties and must be in writing.

ARTICLE 37

SEVERABILITY

Section A. Savings Clause. The provisions of this Agreement are in full force and effect unless they are found to be illegal by a court of competent jurisdiction. In such event only those specific sections are affected. Such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the Parties that this Agreement shall stand notwithstanding the invalidity of any part. If necessary the EMPLOYER and the UNION may negotiate a substitute for the provision invalidated.

ARTICLE 38

TERM OF AGREEMENT

Section A. Duration. This Agreement shall take effect as of 1/1/2007 to continue in full force and effect through 12/31/2009. Thereafter, it shall be automatically renewed from year to year beginning 1/1/2010 unless either party acts to terminate it.

Section B. Termination. If either party desires to terminate the automatic renewal of this Agreement, or any part thereof, written notice of such intention shall be delivered to the other party no later than 7/15/2009 immediately preceding the desired termination date of 12/31/2009. A party upon receipt of notice of termination shall, no later than 7/30/2009, notify the other party if it desires to terminate all or part of this Agreement. In the event that either party notifies the other of its intent to terminate this Agreement, then this Agreement shall terminate on 12/31/2009.

Section C. Negotiations. In the event either party issues a notice of termination as provided above, both parties hereby agree to commence, in good faith, collective bargaining with respect to terms of a new Agreement no later than 9/1/2009. If either the date of the notice or date of the commencement of negotiations falls upon a Saturday, Sunday or Holiday, such date shall be considered to be the next following regular working day of the EMPLOYER. Negotiations hereunder shall be conducted by authorized representatives of the UNION and the EMPLOYER.

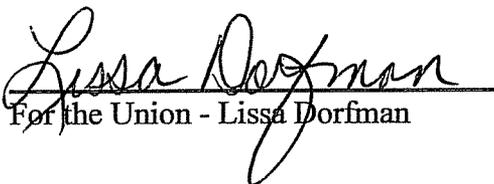
SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, this 23rd day of July 2007.

FOR THE UNION:


For the Union - Lynn LaBontee


For the Union - Susan Mounsey


For the Union - Lissa Dorfman

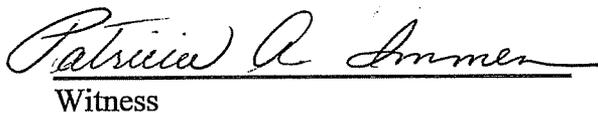

For the Union - Daniel Clark

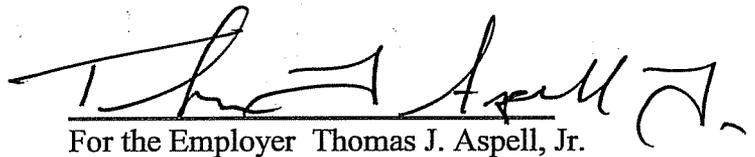

Witness


For the Union Kevin Boutin

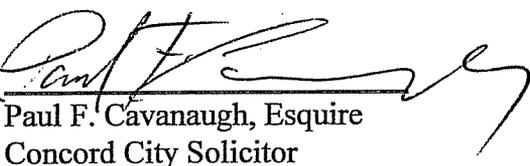

Witness

FOR THE EMPLOYER:


Witness


For the Employer Thomas J. Aspell, Jr.

APPROVED as to form and execution this 23rd day of July 2007.

by 
Paul F. Cavanaugh, Esquire
Concord City Solicitor

Letter of Understanding
Between
The City of Concord
and
UAW Local 2232
Concerning the City's Beneflex Program

It is understood and recognized by the UNION that their acceptance of the City of Concord's Beneflex Plan has been agreed to based upon the following considerations:

1. All Full Time Employees covered by this bargaining unit shall be covered by the City's Beneflex Plan; all Permanent Part Time Employees shall be covered by Short Term Disability and Long Term Disability Plans, as revised, under the City's Beneflex Plan * Those already enrolled shall continue their enrollment in accordance with that Plan.

2. The UNION has, on behalf of its members agreed to continue the enrollment of the Employees covered by the bargaining unit through the expiration of the collective bargaining agreement which expires on December 31, 2009.

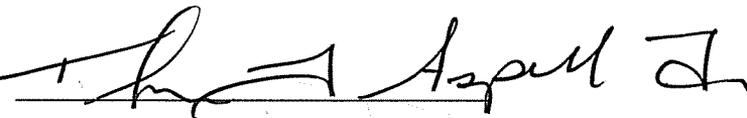
3. Any matter, any issue, or any question concerning the content or the administration of the City's Beneflex Plan remains within the sole discretion of the City and any review or resolution of those matters would be accomplished through the applicable City procedures and forums.

4. It is further recognized, understood and agreed that the City retains sole and exclusive right to change, modify, alter and amend its Beneflex Plan.

For The UNION:



For The CITY:



*Note: Provided such coverage is available through our disability insurance carrier at no greater cost than that provided for permanent full time employees.

Letter of Understanding
Between
The City of Concord
and
UAW Local 2232
Concerning Rental Vehicle

1.0 Rental Vehicle Use – The City agrees to provide a car rental when a personal vehicle is not available during working hours to individuals in positions specified below. The following guidelines will apply:

1.1 – This benefit shall only be applicable when a personal vehicle is not available because of specified automotive repair or service.

1.2 – This benefit shall be made available for no more than five (5) business days per individual per fiscal year.

1.3 – This benefit shall not exceed a total of \$1,000 in a fiscal year for all of the positions specified below.

1.4 – Said rental vehicle is to be used exclusively during working hours and only for City business.

1.5 – The City shall provide fuel for rental vehicles.

1.6 – At the City's sole discretion, the City may substitute a City vehicle in lieu of vehicle rental.

1.7 – In order to be eligible for this benefit, the employee must give the City a minimum of 24 hour advance notice whenever possible.

1.8 – These arrangements are intended only for the following eight (8) positions: 2 Appraisers, Health Inspector, Housing Inspector, Code Inspector, Building Inspector, Electrical Inspector, and Plumbing & Mechanical Inspector.

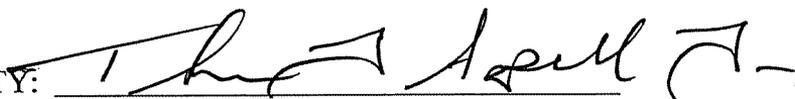
1.9 – The Union and the City agree that the City has the right to issue reasonable policies to govern the application for vehicle rental use to meet the requirements of the rental agency and/or City insurance and financial reporting requirements.

Grievances. In the event that an employee or a supervisor shall have a question as to the application or interpretation of this agreement, a grievance shall not be filed until such time as the question is presented to an Oversight Committee for their review. The Committee shall be comprised of one member of each parties negotiating committee with an alternate and shall issue its decision clarifying the process, application, or interpretation of this Letter of Understanding or a statement indicating that the members of the Committee are unable to reach an agreement. In the event that the Oversight Committee renders a majority decision, that decision shall not be grievable. In the event that the Oversight Committee cannot reach a majority consensus, a final determination shall be made by the City Manager or his designee. A grievance may thereafter be filed in accordance with the procedures set forth in the Agreement.

For The UNION:



For The CITY:



37.5 Hour Schedule

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	Hourly	11.24	11.57	12.28	12.66	13.04	13.43	13.82	14.25	14.66
1	Weekly	421.50	433.88	460.50	474.75	489.00	503.63	518.25	534.38	549.75
1	Yearly	21918.00	22561.76	23244.00	24687.00	25428.00	26188.76	26949.00	27787.76	28587.00
2	Hourly	12.11	12.45	13.20	13.61	14.01	14.45	14.86	15.30	15.77
2	Weekly	454.13	466.88	495.00	510.38	525.38	541.88	557.25	573.75	591.38
2	Yearly	23614.76	24277.76	25740.00	26539.76	27319.76	28177.76	28977.00	29835.00	30751.76
3	Hourly	13.01	13.40	14.22	14.63	15.09	15.53	15.99	16.47	16.97
3	Weekly	487.88	502.50	533.25	548.63	565.88	582.38	599.63	617.63	636.38
3	Yearly	25369.76	26130.00	27729.00	28528.76	29425.76	30283.76	31180.76	32116.76	33091.76
4	Hourly	13.97	14.40	15.26	15.74	16.21	16.71	17.19	17.71	18.22
4	Weekly	523.88	540.00	572.25	590.25	607.88	626.63	644.63	664.13	683.25
4	Yearly	27241.76	28080.00	29757.00	30693.00	31609.76	32584.76	33520.76	34534.76	35529.00
5	Hourly	15.03	15.49	15.95	16.43	17.41	17.96	18.49	19.05	19.62
5	Weekly	563.63	580.88	598.13	616.13	652.88	673.50	693.38	714.38	735.75
5	Yearly	29308.76	30205.76	31102.76	32038.76	33949.76	35022.00	36055.76	37147.76	38259.00
6	Hourly	16.16	16.65	17.14	17.66	18.18	18.74	19.30	19.86	20.48
6	Weekly	606.00	624.38	642.75	662.25	702.75	723.75	744.75	768.00	790.50
6	Yearly	31512.00	32467.76	33423.00	34437.00	36543.00	37635.00	38727.00	39936.00	41106.00
7	Hourly	17.37	17.89	18.45	19.01	19.56	20.13	20.74	21.36	22.02
7	Weekly	651.38	670.88	691.88	712.88	733.50	754.88	777.75	801.00	825.75
7	Yearly	33871.76	34885.76	35977.76	37069.76	38142.00	39253.76	40443.00	41652.00	42939.00
8	Hourly	18.70	19.25	19.82	20.42	21.03	21.66	22.32	22.99	23.68
8	Weekly	701.25	721.88	743.25	765.75	788.63	812.25	837.00	862.13	888.00
8	Yearly	36465.00	37537.76	38649.00	39819.00	41008.76	42237.00	43524.00	44830.76	46176.00
9	Hourly	20.09	20.69	21.30	21.96	22.61	23.28	24.00	24.70	25.46
9	Weekly	753.38	775.88	798.75	823.50	847.88	873.00	900.00	926.25	954.75
9	Yearly	39175.76	40345.76	41535.00	42822.00	44089.76	45396.00	46800.00	48165.00	49647.00
										51109.76

40 Hour Schedule

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1 Hourly	11.24	11.57	11.92	12.28	12.66	13.04	13.43	13.82	14.25	14.66
1 Weekly	449.60	462.80	476.80	491.20	506.40	521.60	537.20	552.80	570.00	586.40
1 Yearly	23379.20	24065.60	24793.60	25542.40	26332.80	27123.20	27934.40	28745.60	29640.00	30492.80
2 Hourly	12.11	12.45	12.82	13.20	13.61	14.01	14.45	14.86	15.30	15.77
2 Weekly	484.40	498.00	512.80	528.00	544.40	560.40	578.00	594.40	612.00	630.80
2 Yearly	25188.80	25896.00	26665.60	27456.00	28308.80	29140.80	30056.00	30908.80	31824.00	32801.60
3 Hourly	13.01	13.40	13.80	14.22	14.63	15.09	15.53	15.99	16.47	16.97
3 Weekly	520.40	536.00	552.00	568.80	585.20	603.60	621.20	639.60	658.80	678.80
3 Yearly	27060.80	27872.00	28704.00	29577.60	30430.40	31387.20	32302.40	33259.20	34257.60	35297.60
4 Hourly	13.97	14.40	14.83	15.26	15.74	16.21	16.71	17.19	17.71	18.22
4 Weekly	558.80	576.00	593.20	610.40	629.60	648.40	668.40	687.60	708.40	728.80
4 Yearly	29057.60	29952.00	30846.40	31740.80	32739.20	33716.80	34756.80	35755.20	36836.80	37897.60
5 Hourly	15.03	15.49	15.95	16.43	16.90	17.41	17.96	18.49	19.05	19.62
5 Weekly	601.20	619.60	638.00	657.20	676.00	696.40	718.40	739.60	762.00	784.80
5 Yearly	31262.40	32219.20	33176.00	34174.40	35152.00	36212.80	37356.80	38459.20	39624.00	40809.60
6 Hourly	16.16	16.65	17.14	17.66	18.18	18.74	19.30	19.86	20.48	21.08
6 Weekly	646.40	666.00	685.60	706.40	727.20	749.60	772.00	794.40	819.20	843.20
6 Yearly	33612.80	34632.00	35651.20	36732.80	37814.40	38979.20	40144.00	41308.80	42598.40	43846.40
7 Hourly	17.37	17.89	18.45	19.01	19.56	20.13	20.74	21.36	22.02	22.67
7 Weekly	694.80	715.60	738.00	760.40	782.40	805.20	829.60	854.40	880.80	906.80
7 Yearly	36129.60	37211.20	38376.00	39540.80	40684.80	41870.40	43139.20	44428.80	45801.60	47153.60
8 Hourly	18.70	19.25	19.82	20.42	21.03	21.66	22.32	22.99	23.68	24.38
8 Weekly	748.00	770.00	792.80	816.80	841.20	866.40	892.80	919.60	947.20	975.20
8 Yearly	38896.00	40040.00	41225.60	42473.60	43742.40	45052.80	46425.60	47819.20	49254.40	50710.40
9 Hourly	20.09	20.69	21.30	21.96	22.61	23.28	24.00	24.70	25.46	26.21
9 Weekly	803.60	827.60	852.00	878.40	904.40	931.20	960.00	988.00	1018.40	1048.40
9 Yearly	41787.20	43035.20	44304.00	45676.80	47028.80	48422.40	49920.00	51376.00	52956.80	54516.80