

AGREEMENT BETWEEN
THE TOWN OF DERRY, NEW HAMPSHIRE
AND
LOCAL #1801 OF THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
PUBLIC WORKS & FACILITIES & RECREATION
ENDING JUNE 30, 2007

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AGREEMENT

THIS AGREEMENT made and entered into by the Town of Derry (hereinafter called the Town) and Local #1801 of the American Federation of State, County, and Municipal Employees (hereinafter called the Union) representing the unit employees of the Department of Public Works. (Division of Highway, Water and Waste Water, Vehicle Maintenance and Transfer Station), Facilities and Recreation (Division of Buildings & Grounds, Cemetery and Parks) as set forth in Article I Sections 1.1, 1.2 and 1.3 and in Article II Section 2.3 of this Agreement.

WITNESSETH

WHEREAS: The Union is certified by the NH Public Employees Labor Relations Board as the exclusive representative of the unit employees of the Town who are in the aforementioned departments;

NOW THEREFORE: The parties hereto contract and agree with each other as a result of collective bargaining as follows:

The Union represents all unit employees for the purpose of bargaining with respect to wages, hours, and other conditions of employment as defined by statute RSA 273:A-1 (XI).

ARTICLE I

RECOGNITION

- 1.1 Whenever used in this Agreement, the word "employees" shall refer only to a person or persons actively and regularly engaged in the Department's work or enrolled on the regular payroll of the Town.
- 1.2 The Town hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit, which does not include the management or supervisor employees of the Department, who have the authority to promote, discharge, discipline, or otherwise effect changes in the status of employees, for the purpose of collective bargaining. Also excluded are temporary and part-time employees. (Part-time equals less than twenty (20) hours per week.)
- 1.3 Whenever re-employments are made, or the Town hires new employees, they may, upon completion of a six month (6) probationary period, become members of the Union Local #1801.

PAYROLL DEDUCTION

- 1.4 Upon individually written authorization of the Union employees and approved by the Union President, the Department agrees to deduct from each employee so authorized the current monthly Union dues, as certified to the employer by the Treasurer of the Union, and deliver the same to the Union and Treasurer. Said deduction to be made weekly. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from said employee for that week. The Union agrees for itself and its members that they will individually and collectively perform loyal and efficient work and services and use their influence and best efforts to promote and advance the interest of the taxpayers of the Town of Derry, New Hampshire.
- 1.5 All employees, following successful completion of their probationary period, must, within thirty (30) days of the date, pay to the Union an agency fee to cover the costs of the Union for

representation of such employees. The amount of the fee shall be determined by the Union and must not exceed the cost of Union dues. Agency fees are payroll deductible. Procedures outlined in 1.4 apply.

Any employee refusing to pay the agency fee will be terminated from employment.

- 1.6 Non-Discrimination. The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, national origin, handicap, pregnancy, marital status, or membership or non-membership in the Union.

Reasonable accommodation, as required by law, will be made regarding the employment of handicapped individuals.

ARTICLE II

WAGES AND HOURS

- 2.1 The normal work week shall consist of any work performed up to forty (40) hours on Monday through Friday, at straight time pay, except for transfer station, whose work week shall consist of forty (40) hours on Tuesday through Saturday at straight time pay.

- a) Schedules shall be: (except that such shifts may vary up to one hour in either starting or quitting time)

First shift	7:00 AM - 3:30 PM	Normal shift
*Second shift	3:30 PM - 12:00 PM	50¢ shift differential per hour
*Third shift	12:00 AM - 8:30 AM	75¢ shift differential per hour

*The Second Shift shall receive 20% differential and the Third Shift 30% differential for changes in shifts of a temporary nature.

Employees working a second or third shift shall be paid a shift differential as shown above.

- b) Employees will be given a one-week notice when a shift is to be changed. An assignment to a shift shall be for at least a two-week period.
- c) During snow plowing operations, normally two (2) employees shall be assigned, in each vehicle whether they are plowing or salting and using a sand/salt spreader. Operational necessity may make such assignment impossible or operationally impractical in certain circumstances.
- d) Transfer station employees assigned to another division on their day off shall not displace said division employees from their normal job assignment, if such employee(s) are available for such work. This shall not, in any way, change or prevent the supervisor from exercising his sole and exclusive judgment in assigning employees.
- e) Transfer station employees will not abuse earned time to abrogate the spirit and intent of the Transfer Station work schedule.

2.2 Overtime

- a) All time worked in excess of eight (8) hours in any one day or 40 hours in any one work week shall be paid at the rate of time and one-half. Paid holidays occurring during the week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.
- b) Emergency work. It shall be the duty of all employees to make themselves available during the course of emergencies. Refusal to perform emergency work without justification may result in disciplinary action.
- c) Employees in A.F.S.C.M.E. bargaining unit shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as a result of snow or other major emergencies as determined by the departments involved.
- d) When an employee is relieved from duty because of long hours of work or exhaustion as the result of Town emergencies, said employee will not be required to return to work before six (6) hours have expired. If called back for emergency work in less than six (6) hours, an employee will be paid at time and one-half pay until his regular shift commences.

2.3

- a) Overtime will be assigned on a rotating basis to those who have indicated in writing their willingness to work overtime. In order to determine willingness, the Town will post a notice, twice a year, on 10/1 and 4/1 so that employees who want overtime will have an opportunity to sign the posting. Employees who do not sign will not be called for overtime.
- b) First choice for overtime will be given to employees in the Division within which the work is to be performed. Division, for the purpose of this article, shall include Buildings and Grounds, Vehicle Maintenance, Highway Maintenance, Transfer Station (including Landfill), Parks, Cemetery, Water (including Waste Water). After an attempt is made, according to standard procedures, to provide all employees within a division with the opportunity for overtime, the remaining employees within the department will, utilizing the "rotating overtime" list, be given such opportunity. Any employee electing overtime must be qualified for the work.
- c) The following policy governs Overtime Rotation.

- 1. All employees in the following Divisions and department are eligible for AFSCME #1801 Overtime Duties.

DIVISIONS:	Vehicle Maintenance	Cemetery
	Highway	Parks
	Building & Grounds	Water
	Transfer Station	Wastewater

DEPARTMENT: Police Mechanic Only
Employee shall in no case work six hours prior to their normal work shift.
Overtime use and need is based on required work, determine who is interested in overtime and who is qualified.

- 2. If overtime is necessary in any of the above divisions those employees within a particular division will have first preference for overtime. For instance, if a storm hits overnight and trees are down the Highway Division will have first preference on overtime. If additional employees are needed then the Overtime Rotation list will be used.

3. The Town will provide an area in the Highway Garage where the Overtime Employee Rotation list will be posted. When employees are needed, outside of a particular division, this list will be used. Management personnel specifically, Director of Public Works; Director of Facilities and Recreation and the Office Manager, will maintain the list. If outside division overtime is needed after normal duty hours, then the appropriate supervisor will maintain the list.

4. When overtime is needed outside ones division then it will be the responsibility of management to post overtime notices requesting employee interest.

If possible notices will be posted two days in advance.

5. It is the responsibility of each employee to check the overtime posting board, each day, to see if notices are posted for future overtime. Employees who are not normally in the Highway Garage should check appropriate area around time clock where you punch-in. Supervisors should make every effort to inform employees that notices are up.

6. If out of division overtime is needed and it is not physically possible to post, then supervisors will ask all employees if they want overtime.

7. The Union will have access to all overtime notice postings for review and copying if necessary. Union copies will indicate who is working with yellow hi-lighter.

8. Individual Division overtime will be managed by the appropriate Supervisors or Crew Chief. Division overtime listings will be posted in a convenient location for all to see.

9. If any employee is out on earned time and his rotation comes up it is assumed he was asked and rotation will go to the next employee. Last employee worked will be the yellow highlighted.

d) The Town may seek and hire contract labor to perform the work after reasonable efforts have been made to contact and assign unit workers to do the work.

2.4 Temporary Employees

No temporary or part-time (less than 20 hours per week) employees shall be assigned overtime work until all regular employees have had the opportunity for such assignment and have turned it down.

2.5 Any person who has left their place of employ and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half, provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee.

It is the purpose and intent of this section to assure an employee of at least three (3) hours pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the three (3) hour minimum guarantee period.

Any employee who is called in one hour or less prior to the start of his normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in the previous subsection of this section.

On call assault teams in the Public Works Department will be rotated on a weekly basis. Assault team lead persons will be required to hold a current commercial driver's license.

2.6 Lunch Hour and Rest Breaks

The Town, through its department heads, after consultation with their employees, may provide for a lunch hour which does not count as time worked and for which hourly employees shall punch out on the time clock and punch in on their return.

The department head(s) may allow for a short rest break as part of the eight (8) hour work day, when feasible, to break up the work period of four (4) or more hours. Said rest break(s) shall be taken at the job site or at the Town sheds, at the supervisor's discretion, to minimize travel and gas consumption.

With twenty-four hours advance notice, in writing, employees may be assigned to work a straight eight-hour day when necessary to maintain a continuous work schedule such as hot-topping, or to reopen a closed road in as short a time as possible. The notice is waived in emergency situations. A brief lunch break will be allowed at the worksite on a staggered basis when necessary to avoid shutdown of the work.

2.7 Sunday Work

Full-time employees who are required to perform work on Sundays shall be compensated at the rate of time and one-half their regular hourly rate of pay for such hours of work.

2.8 Employees who are assigned during their normal off-duty hours by the department to standby duty, an immediate communication with their department during the standby period, and available to report to work on immediate notice shall be compensated at the rate of fifteen dollars (\$15.00) per standby day for each day, Monday through Friday, they are assigned to standby and twenty dollars (\$20.00) per day Saturday, Sunday and holidays. For the purpose of this article, a standby day shall mean either (a) sixteen (16) consecutive hours of off-duty time immediately after an employee has worked pursuant to his or her normal work schedule, or (b) twenty-four (24) consecutive hours of duty time when an employee is not assigned to work pursuant to his or her normal work schedule. There shall be no reduction of the standby rate of fifteen dollars (\$15.00) or twenty dollars (\$20.00) per standby day as defined in the preceding sentence in the event an employee on standby is called in and reports to work. All employees assigned to standby duty will be provided with a "beeper" to assure that they will be notified in case of call in.

2.9 Travel Allowance

The Town will reimburse employees at the IRS established rate for vehicle usage when personal vehicles are utilized for Town business.

2.10 Snow Removal and Salting and Sanding

Employees will be given first choice of snow removal and salting and sanding work unless such work is contracted out on a seasonal basis.

2.11 Weekend morning station checks shall be considered call back time.

2.12 RATINGS

An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. Upon cessation of such temporary assignment, said employee shall be restored to his/her original position.

When an employee works on a temporary assignment for a full day or more in a higher position after four (4) hours of such assignment such employee shall receive the pay rate of that class while so assigned.

ARTICLE III

WAGE RATES

- 3.1 Classification of positions and wage rates shall be in accordance with the position classification (as amended by the Parties) and pay report of the Town of Derry, New Hampshire.
- 3.2 Any member covered by this contract who has served five years of regular appointed duty with the Town of Derry will be paid \$5.00 per week in addition to their regular weekly salary. For each additional five years thereafter, an additional \$5.00 pay per week above the normal weekly wage will be paid for every five years served.
- 3.3 Effective retroactively from July 1, 2004, employee wage rates shall be increased by four percent (4%) as provided in Wage Schedule Appendix A.

Effective July 1, 2005, employee wage rates shall be increased by two percent (2%) as provided in Wage Schedule Appendix B.

Effective January 1, 2006, employee wage rates shall be increased by two percent (2%) as provided in Wage Schedule Appendix C.

Effective July 1, 2006, employee wage rates shall be increased by two percent (2%) as provided in Wage Schedule Appendix D.

Effective January 1, 2007, employee wage rates shall be increased by two percent (2%) as provided in Wage Schedule Appendix E.

- 3.4 For Appendices A through E
- a) The weekly rate of pay can be computed by multiplying the hourly rate of pay times 40 hours of work.
 - b) The bi-weekly rate of pay can be computed by multiplying the hourly rate of pay times 80 hours of work.
 - c) The annual rate of pay can be computed by multiplying the hourly rate of pay times 2080 hours of work.

Step increases, Appendices A through E are granted on the basis of satisfactory performance as determined by a written performance evaluation communicated to the employee during the 30 days preceding the date of eligibility of such increase. Evaluations will be conducted annually and in a timely manner.

Unless performance is determined to be unsatisfactory, step increases will be granted at the completion of the anniversary date of employment, transfer or promotion. (Step A – G).

ARTICLE IV

HOLIDAYS

- 4.1 All employees, except temporary and part-time employees, shall be paid the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular

employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

New Year's Day
Civil Rights Day
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Day before Christmas
Christmas
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

- 4.2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday, for all hours worked.
- 4.3 All employees shall be entitled to the holiday pay referred to in 4.1, if he/she works the regular workday preceding and following the particular holiday, but not otherwise, except for earned time. Holidays shall count as a day worked for the purpose of figuring overtime.
- 4.4 Subject to the needs of the Department, employees of the Transfer Station will take Monday holidays on a staggered basis, within the month in which any such holiday occurs.

ARTICLE V

PROMOTIONS AND TRANSFERS

- 5.1 The Town reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated.
- 5.2 On the Job Training
 - a) All employees must be given a reasonable opportunity to learn any new job to which they are promoted or assigned.
 - b) The Town shall pay the cost and expense of training or education, not to exceed the budgeted amount for each department every year.
 - c) Courses must be approved in advance by the Town through its department heads. Every effort will be made to notify employees of courses or short seminars being offered by an organization pertaining to their particular job assignments.
 - d) Payment will be made directly to the organization or school. Expenses such as room and board will be paid in advance. Mileage will be reimbursed to the employee.
 - e) In the event that a full program is offered by the Town for training or career development and is accepted by the employee; the Union agrees, along with the employee, to sign a contract guaranteeing two (2) full years of service after completion of the program. If the employee does not abide by the contract, he/she shall reimburse the Town for all courses and expenses paid for under the program.
- 5.3 Whenever possible, promotions or transfers shall be made from the ranks of regular employees who are employed by the Department at the time of such promotion or transfer.
- 5.4 All new positions, promotions, or transfers contemplated to continue beyond a period of thirty (30) days shall be posted on the Town and Union bulletin boards for at least three (3) working days and interested employees shall have the opportunity to apply for such position, promotion, or transfer. If an employee is on leave or vacation, his/her name will be placed on the list until he/she can be contacted as to his/her intentions.

a) Positions that are posted in accordance with this section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.

5.5 All new positions, promotion or transfers shall have a probationary period of six (6) months. Any increases (step increases) shall occur at one year intervals in accordance with anniversary dates.

ARTICLE VI

EARNED TIME

6.1 Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal days, sick leave, and military leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of termination.* Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

*For purposes of this article, termination shall mean resignation, retirement.

6.2 Coverage

Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

6.3	Years Service	Fraction of a Day Earned Per Hour	Days Accrued (Approx.) Per Month	*Annual Days
	0 thru 5	.012	2.08	25
	6 thru 10	.0144	2.50	30
	after 10	.0173	3.0	36

*Employees, in any event, may not accumulate more than ninety (90) earned time days.

6.4 For the purpose of this policy, years of service will be calculated in a manner identical to that used for purposes of Department Seniority (Article XXII, Sec. 22.2). Employees accumulate Earned Time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

6.5 Termination and Restoration of Service Credit

Employees whose break in service from the Town is less than one year will have their service bridged for purposes of computing earned time accrual. For breaks of more than one year, an individual will earn one year of credit, for each year of employment, after return, until the total past credit is accrued. After nine (9) years of employment following return to work, the credit for all previous service will be given.

6.6 Usage

Earned Day may be used any time after being earned, including during an employee's probationary period. All planned absences will be mutually agreed upon by the employees and their supervisor prior to the date of absence.

Excepting emergencies, earned time must be taken in one (1) hour increments.

Except in emergencies, the maximum number of employees who may be absent at any one time in any division are as follows: Highway (2); Vehicle Maintenance (1); Water-Waste Water (3); Parks (1); Buildings and Grounds (1); Cemetery (1). Transfer Station (2)

Note: In the event that more employees request earned time than is permitted under this Section 6.6 then an employee's seniority in the respective division shall be used to determine who may be absent.

6.7 Minimum Usage

a) There is a minimum usage of Earned Days required each year. See schedule below:

<u>Years Of Service</u>	<u>Minimum Usage Per Year*</u>
0 thru 5	13 days
6 thru 10	15 days
after 10	18 days

*Computation of minimum usage will occur as of Dec. 31 of each year. Employees with less than six months of service are exempt from minimum usage requirements, except in unusual circumstances.

- b) Earned Days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits, as long as the total number of days taken meets the minimum required usage as indicated.
- c) Days converted into the sick leave pool, as provided below, do not count towards minimum usage, may not be reconverted to earned time days, and are not subject to the provisions of Section 6.9 Termination.
- d) Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of sick leave pool usage. Each separate usage of the sick leave pool, however, provides for this continuing earning ability.
- e) Once an employee has achieved the maximum ninety (90) day accrual limit, he/she may opt, annually in December, to buy back any current year unused days in excess of the minimum usage days requirement at the rate of one day's pay for one day of Earned Time.

6.8 Sick Leave Pool

- a) The Sick Leave Pool is intended to provide security, after all other insurance benefits have been exhausted, by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool Days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.
- b) Pool Days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination:
 - 1) Use of Pool Days may begin on a sixth consecutive work day absence due to illness, injury, or other disability.
 - 2) A physician's report must accompany the request to use Pool Days.
 - 3) It is not necessary to use up all Earned Days before using Pool Days.
 - 4) The employee may continue using Pool Days until his/her Pool is exhausted, or until no longer disabled.

- 5) Periodic doctor's reports may be required.
- 6) The maximum Pool Day accrual is 150 days (i.e., the maximum conversion of Earned Days is 50, which would convert to 150 Pool Days). If Pool Days are used, or if an employee wishes to add to his/her Pool Days, more Earned Days may be added each December (to a total 150 Pool Days). Earned Time may not be converted to Pool Days at any other time.
- 7) An exception to b) 1) above, regarding use of five (5) Earned Days to access the Sick Leave Pool may be granted when:
 - . an employee returns to work after using Sick Pool Days but is disabled again within ten (10) working days of return.
 - . the disability is from the same cause as the original Sick Pool usage.
 - . the disability is certified by a physician to be the same as the original use.
 - . under these circumstances, the Town Administrator may grant an exception to the five (5) Earned Time Day requirement.

6.9 Termination

All unused Earned Time Days will be paid at the time of termination or retirement. However, since a notice period of two (2) weeks is considered to be appropriate and normal for any employee termination, in cases where such notice is not given, a pro-rated payment for Earned time accrual based on the notice given, will be made. Exceptions to such notice requirements may be granted by the Town Administrator. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

- a) Earned Time is paid at the base pay rate at time of termination.

6.10 Conversion to Earned Time

- a) Listed below is the conversion table for transfer of existing time into Earned Time Days.
- b) Vacation and Sick Leave - Conversion rate 1 to 1.

6.11 Use of Earned Time in Computation of Overtime

When an employee is absent from work and charges such time against his/her Earned Time benefit, such time is considered as time worked for the purpose of computation of overtime pay.

6.12 Employees cannot request an unpaid leave of absence unless they have exhausted all Earned Time and subject to approval by the Town Administrator except as otherwise provided in ARTICLE XXII FAMILY AND MEDICAL LEAVES OF ABSENCE.

6.13 The following sets forth provisions to resolve a dispute in connection with Earned Time:

- a) Employees will continue to fill out Earned Time request forms for planned/unplanned and emergency request(s).
- b) The following timely notice(s) shall apply in connection with requesting and granting the use of earned time by employees:
 - 1) One (1) day will require twenty-four (24) hours prior notice.
 - 2) Two to five (2-5) days will require forty-eight (48) hours prior notice.

- 3) Requests for more than five (5) days will require one (1) week prior notice.
- 4) Emergency requests may be made and approved over the telephone, but, in any event, require that the affected employee fill out an Earned Time request form prior to the end of his/her next work shift.
- c) It is agreed that the Finance Department is the depository for the official record of an employee's eligibility (accumulation, etc.) regarding Earned Time.
- d) Supervisors shall be required to check with the Finance Department to ensure that a requesting employee does, indeed, have earned time available to him/her, prior to granting any such earned time request.

ARTICLE VII

PERSONAL DAY AND PUBLIC ACTIVITY

- 7.1 Each employee will be entitled to two personal days per calendar year with pay, employees with fifteen (15) years service are eligible for an additional personal day for a total of three (3) per calendar year with pay, at no additional cost to the Town. This time is additional to the earned time benefit and cannot be carried over from year to year. Each day must be scheduled with the employee's immediate supervisor.
- 7.2 Each employee shall be eligible to up to one and one-half (1 ½) hours paid release once a year, subject to scheduling by the Department, to make a local blood donation.

ARTICLE VIII

DISCIPLINE AND TERMINATION FOR CAUSE

- 8.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is taken.
- 8.2 An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: (a) Incompetence, (b) Improper behavior in the line of duty, (c) Behavior detrimental to the Town, or (d) Failure to carry out assigned duties, (e) Use of drugs or alcohol, (f) Drinking or use of drugs on duty, including during lunch breaks. All of the above shall be subject to the grievance procedure,
- 8.3 Warnings, reprimands or suspensions will be placed in the employee's file no later than five (5) days after the occurrence. This file will be maintained at the Town Administrator's office. Copies shall be given to the affected employee and the Union at the time of the action.
- 8.4 Disciplinary actions will normally be taken in the following order:
 - a) Verbal warning
 - b) Written warning/reprimand
 - c) Suspensions without pay
 - d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

- 8.5 An employee's file will be purged of all written warnings, suspensions and other disciplinary action taken by management no later than twelve (12) months following such action, except that if there is a reoccurrence during the said twelve (12) months. then the file of such employee will not be purged until twenty-four (24) months following such reoccurrence.

- 8.6 If employees are accused of substance abuse by management, they may, at their option, take an appropriate and timely test at an approved hospital or police station to disprove management's charge. Such test shall be at the employee's expense except that in the event the test result is negative the Town shall pay for such test. In any event, management's actions shall stand, subject to the grievance provisions of this agreement.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement.

NOTE: Employees who have a "complaint" must take up the complaint with their immediate supervisor verbally before they can process the complaint as a formal grievance. The immediate supervisor shall give their answer within two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union member at the time of presenting a complaint.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of this agreement allegedly violated, the relief sought, and the extent to which the grievant has sought an informal adjustment of the grievance.

9.2 Procedure

Step One - An employee desiring to process a grievance must file a written statement of the grievance to their department head no later than five (5) days after the employee knew the facts in which the grievance is based, and in no case more than six (6) months from the occurrence. The department head shall meet with the employee within two (2) days following receipt of the notice and shall give a written decision within two (2) days thereafter.

Step Two - If the employee is not satisfied with the decision of the department head they may file, within five (5) days following the decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

Step Three - Grievance Mediation can take place after the last step of the in-house grievance procedure before arbitration if agreed by both parties. Mediator services through the Federal Mediation and Conciliation Service shall be used.

Step Four - If the employee is not satisfied with the decision of the Town Administrator and if grievance mediation is used and no resolution found, the Union may file, within twenty (20) days following the receipt of the decision of the Town Administrator, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

- 9.3 The cost of arbitration shall be borne by the party for whom the arbitration ruled against.

- 9.4 The foregoing time limitations may be extended by mutual agreement of the parties.

- 9.5 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.
- 9.6 The employee/grievant has the right to be represented at all steps of the grievance procedure.

ARTICLE X

UNIFORMS and TOOLS

- 10.1 Town will supply uniforms, tee shirts and a heavy winter coat to all regular employees at no cost to the employee. Maintenance, labeling and cleaning of those uniforms and heavy winter coats shall be provided by the Town. These uniforms and coats are Town property and must be returned upon leaving the employ of the Town. Rain gear will be provided to the employees when required to work in inclement weather. Two pair of safety toe boots per year (total cost not to exceed \$200/year) will be provided.
- 10.2 The Town shall provide for employees at the Cemetery and Transfer Station, line coveralls. Maintenance, labeling, and cleaning of said coveralls shall be provided by the Town.
- 10.3 All employees shall be required to wear uniforms/equipment issued to them daily and are subject to disciplinary action if they do not wear or use them.
- 10.4 Mechanics shall be required to supply a basic set of tools for use during their work hours. In consideration thereof, the mechanics will be entitled to annual payments of five hundred dollars (\$500) for the replacement of broken or worn tools. In order to receive the reimbursement, the mechanic must produce receipts or invoice for tools purchased during the current calendar year. The parties continue to recognize specialty tools or tools unique to the vehicle or equipment remain to be purchased by the Town. The Town shall insure the aforementioned required personal tools.

ARTICLE XI

SAFETY

- 11.1 The Town endorses the concept of safety and hereby pledges that it will, to the maximum degree practical, maintain safe working conditions for the employees within the unit. Questions of safety shall be decided by a competent and expert authority selected by the Town and the Union. The fee for said expert shall be paid 1/2 by the Union and 1/2 by the Town.
- 11.2 The Town shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the departments and the Union shall meet quarterly at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the Town will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the Town and the Public.
- 11.3 The Town agrees to furnish raincoats and rain boots for all employees for whom such issues is necessary. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued.
- 11.4 The Town shall furnish work gloves when needed for all work on existing sewer lines, brush, and refuse collection. Work gloves will be replaced on a direct exchange basis.
- 11.5 The Union and its members agree to exercise proper care and to be responsible for all Town property issued or entrusted to them.

- 11.6 The Divisions where Local #1801 bargaining units are located shall furnish each employee with a locker with a lock.

ARTICLE XII

STRIKES AND LOCKOUTS

- 12.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operation of the Town during the term of this agreement.

ARTICLE XIII

BEREAVEMENT LEAVE

- 13.1 Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive, shall be granted an employee in the event of death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

or

A relative domiciled in the employee's household.

- 13.2 Special leave of two (2) working days with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandchild	Sister-in-law
Grandmother	Brother-in-law
Grandfather	Aunt
Uncle	

- 13.3 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 11.1 with written approval of the Department Head; such days to be charged to the employee's earned time leave.

ARTICLE XIV

WORKERS' COMPENSATION and DISABILITY INSURANCE

- 14.1 Workers Compensation

All employees of the Town who are injured or incur a job related illness while in the performance of their duties shall receive their base salary (budgeted salary less normal deductions, not including overtime) while on injury/illness leave until they begin receiving workers' compensation payments in accordance with the N.H. statute or are denied such benefit by the insurance carrier or the appropriate state agency.

- a) All Workers' Compensation benefits received retroactively by an employee for a period during which the Town was providing base salary in accord with injury/illness leave will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee should thus earn more on Workers' Compensation than they would have, had they been working.

- b) If an employee is denied benefits he/she must repay the Town for all compensation received by virtue of payments provided under Sect. 14.1. Repayment will be accomplished by charging earned time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued earned time will not be reduced below the level where the employee cannot take at least one week of earned time leave each year.
- c) While on Workers' Compensation or Disability leave, employees shall continue to accumulate seniority and will remain eligible for full benefits up to a maximum of six months.

14.2 Wage Continuation – Short Term Disability Insurance

The Town shall provide an accident and sickness wage continuation policy ("Disability Insurance") covering all employees at Town expense for twenty-six (26) weeks at 70% of their base pay up to \$450.00 per week benefit.

Earned Time benefits may be utilized to make an employee whole if there is any shortfall in net earnings because of a disability related absence.

- a) All Disability Insurance benefits received retroactively by an employee for a period during which the Town was providing base salary will be assigned by the employee ("sign over" the checks) to the Town to reimburse them in part for their advancing of such benefits. No employee should thus earn more on Disability Insurance than they would have, had they been working.
- b) If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Sec. 14.2. Repayment will be accomplished by charging earned time accumulations, both current and future, until the overpayment has been rectified, provided, however that any repayment of sums due from accrued earned time will not be reduced below the level where the employee cannot take at least one week of earned time leave each year.

14.3 Wage Continuation – Long Term Disability Insurance

Employees covered by this Agreement shall receive a wage continuation benefit equal to sixty percent (60%) of regular gross earnings up to age sixty-five (65) for long term disability including sickness provided that an insurance policy can be purchased for this coverage. Coverage will begin after six (6) month of disability. Each disability will be evaluated by the Town at its own expense at the end of one (1) year.

The Town will continue health and hospitalization coverage at its own expense for up to a maximum of five (5) years, or until other insurance benefits become available to the employee for employees on disability benefits.

ARTICLE XV

HEALTH AND HOSPITALIZATION INSURANCE

- 15.1 Subject to the provisions of Paragraph three (3) and four (4) herein, employees shall contribute to the cost of premiums to provide Blue Choice NH medical insurance or a mutually agreed upon successor plan, for family, two person or single person coverage, in accordance with the following:

Effective the date of signing: An enrollment period shall be established for employees to choose between the following plans and their respective premium cost share:

BC3T5RDR-R\$3/\$15M\$1: Effective the date of signing (without retroactivity) the employee contribution shall be 12.5% of the premium rate(s) in effect July 1, 2004. All annual increases in the employee contributions shall be capped at 15% above the previous year employee contribution for plan. Should the annual increase be lower than 15%, the Town and employee contributions shall be increased by the actual percentage of increase for the plan.

Maximum contribution per pay period as follows:

	<u>December 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Family	\$44.31	\$50.96	\$58.60
2 Person	\$32.82	\$37.75	\$43.41
Single	\$16.41	\$18.87	\$21.70

BC3T10-R\$3/15M\$3/7: Effective the date of signing (without retroactivity) the employee contribution shall be 10% of the premium rate(s) in effect July 1, 2004. Effective July 1, 2005 the employee contribution for this plan shall increase to 11% of the premium rate(s) in effect July 1, 2005. Effective July 1, 2006 the employee contribution for this plan shall increase to 12.5% of the premium rate(s) in effect July 1, 2006. All annual increases in the employee contributions shall be capped at 15% above the previous year employee contribution for plan. Should the annual increase be lower than 15%, the Town and employee contributions shall be increased by the actual percentage of increase for the plan.

Maximum contribution per pay period as follows:

	<u>December 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Family	\$33.28	\$42.10	\$55.01
2 Person	\$24.65	\$31.18	\$40.75
Single	\$12.33	\$15.59	\$20.38

- 15.1a Employee contributions for premium costs of both medical and dental insurance shall be on a Section 125 pre-tax basis.
- 15.1b. In the event the parties have not agreed to terms and conditions for a successor agreement prior to the June 30, 2007 expiration date of this Agreement, the parties agree to freeze wages, step and longevity increases, and employee health insurance premium cost sharing at the respective June 30, 2007 levels.
- 15.1c Employees, upon satisfactory evidence that he/she has health insurance coverage through a spouse, shall be paid fifty percent (50%) of the health insurance premium cost for the applicable two person or family coverage to which he/she would otherwise be eligible as provided above. Such payments shall be made on a monthly basis Current employees' buyout shall be based on the BC3T5RDR-R\$3/\$15M\$1 plan identified in section 1 of this article. All new employees hired after the date of signing shall be paid \$2,500 per year, prorated evenly over 12 monthly payments.
- 15.1d The Town shall make available to employees 125 Plan Health Care and Dependent Care Flexible Spending accounts.

- 15.2 The broker of record for the above-referenced Health coverage shall be named by AFSCME. The Town and the Union shall have equal rights to contact the broker of record regarding any questions or problems that may arise. The Union shall provide to the Town the name and telephone number of the broker.
- 15.3 The Health and hospitalization Insurance referred to above will be extended for a period of up to thirty-nine (39) weeks for covered employees during a period of lay-off.
- 15.4 The Town will provide Medi-Comp III coverage to employees who, upon reaching 65 years of age and qualifying for retirement under the rules and regulation of New Hampshire Retirement System, retire from employment with the Town, provided that such employees have worked for the Town a minimum of ten (10) years.

This section (15.4) is effective 7/1/88 and is not retroactive or applicable to any employee having retired before that date.

- 15.5 Dental Insurance is provided by (the New Hampshire Municipal Association Health Insurance Trust Ins., Option I – Coverage A 100%; Coverage B – 80%; Coverage C – 50%; Coverage D – 50% with \$25/\$75 deductible and \$1,000 max per person. The Town shall pay 100% of the single membership and shall make available, at the employee's expense, two-person and "family" coverage, which shall be payroll deducted from any such employee's pay.
- 15.6 The Town and the Unions agree to form a "Joint Labor-Management Committee" to review all possible Health Insurance Package Possibilities. Once a package is agreed to and ratified by all bargaining units, the Town shall prepare RFQ and RFP Joint advertising and selection. The goal is to complete for Fiscal 2007, which is year 3 of this contract period for implementation. Committee will be comprised of one member from each bargaining unit, the HR Director or his/her designee and the Administrator or his designee. Because of their experience in these matters, it is recommended that the HR Director be the facilitator of this committee, with one union representative as the co-facilitator.

ARTICLE XVI

LIFE INSURANCE

- 16.1 Effective on the date of signing of this Agreement, the Town shall provide, at no cost to the employee, life insurance equal to one (1) year's base salary with the usual and customary double indemnity.

ARTICLE XVII

DEFERRED COMPENSATION

- 17.1 The Town shall provide payroll deductions to a 457 Deferred Compensation Plan selected by the Union. Employees will be allowed to use earned time at a rate of up to one (1) day per month to contribute to the plan. The Town shall make no contributions to the plan.

ARTICLE XVIII

BULLETIN BOARDS

- 18.1 The Town shall provide space for a bulletin board for the posting of notices of the Town and departments addressed to the employees and for notices of the Union addressed to its members. The department shall locate its bulletin board at a convenient place. No notices shall be posted in or around the Town property except on such boards and then only after approval by the Town as being suitable for posting. No Union notice shall be posted unless it has been signed by the President or Secretary of the Union.

ARTICLE XIX

MANAGEMENT RIGHTS

- 19.1 The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure goals, purposes, functions, and policies of the Town without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this agreement shall include but not limited to the following: (a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement including grievance and arbitration; (b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; (c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of the Town's operation; (d) the right to determine the means, methods, budget, and financial procedures, and personnel by which the Town's operations are to be conducted; (e) the right to take such actions as may be necessary to carry out the missions of the Town in case of emergencies; (f) the right to make rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith, and (g) the right to subcontract.
- 19.2 It shall also be the right of the Union, however, to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising the above mentioned rights, whenever such grievances exist.

ARTICLE XX

UNION BUSINESS

- 20.1 The Union shall provide the Town with the names of the employees holding Union Office.
- 20.2 Town employees acting as representatives of the Bargaining Units shall be given a reasonable opportunity to meet with the Town, or its designees, during working hours without loss of compensation or benefits.
- 20.3 Employees elected as delegates to New Hampshire Public Employees Council #93 Convention or the New Hampshire State Labor Council Convention or the AFSCME International Convention shall be allowed a leave of absence with no loss of pay, not to exceed two (2) working days per year. This leave of absence shall only be entitled to a maximum of two (2) Union employees to attend the above mentioned conventions.
- 20.4 Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled work of employees who are members of the Union's collective bargaining team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for work at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

ARTICLE XXI

MAINTENANCE OF MEMBERSHIP

- 21.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement, provided, however, that an employee may at his/her discretion and writing, withdraw his/her membership from the Union anytime within sixty (60) days prior to the expiration of this agreement or anytime after its expiration.

- 21.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual cost of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.
- a) Representation of non-members will be provided by virtue of the agency fee outlined in Sec. 1.5 of this agreement.
- 21.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the City harmless in any such dispute.
- 21.4 The Union shall post notices on departmental bulletin boards one hundred and twenty (120) calendar days prior to the expiration date of the agreement so stating that fact.

ARTICLE XXII

SENIORITY

- 22.1 There shall be two (2) types of Seniority:
- a) Department Seniority - Department Seniority shall relate to the time an employee has been continuously employed by the Department.
- b) Classification Seniority - Classification Seniority shall relate to the length of time an employee has been employed in a particular classification.
- 22.2 Department Seniority shall prevail in matters concerning lay-offs and rehiring. Qualified and available former permanent employees shall be reinstated before new employees are hired following a lay-off. This preference shall expire after two (2) years.
- 22.3 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article V of this agreement.
- 22.4 No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Displaced employees in those lower classifications shall have the same right of reassignment as referred to in this 22.4.
- 22.5 Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and classification, regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New Promotions shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position's probation then he/she shall be returned to his/her old classification and regain his/her former classification.
- 22.6 Until a new employee has served the six month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to grievance procedure.
- 22.7 An employee shall not forfeit seniority during absences caused by:
- a) Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation Carrier, including non-work connected disability up to six (6) months.

- 22.8 An employee shall lose his/her seniority for, but not limited to, the following reasons:
- a) Discharge for just cause.
 - b) If he/she resigns.
- 22.9 The employee's present classification seniority as of the effective date of this contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Union approved by the Town.
- 22.10 Shift Assignments
- In scheduling shifts, the Department shall give preference based on the Classification Seniority.

ARTICLE XXIII

FAMILY AND MEDICAL LEAVES OF ABSENCE

23.1 General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA leave of absence in a twelve (12) month period (as defined below) in the event of:

- a) the birth of a child in order to care for the child (leave must be taken within twelve (12) months of the birth);
- b) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);
- c) a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self-care and the employee is needed for such care;
or
- d) a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee begins a FMLA leave, he is eligible to use any of the maximum of twelve (12) weeks leave not used in the prior twelve (12) months. For example, if an employee has used eight (8) weeks of FMLA leave during the twelve (12) months prior to a new leave request, the employee is then eligible to take an additional four (4) weeks of leave. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, an employee requiring additional FMLA leave on March 1, 1995, would have four (4) weeks of FMLA leave available. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town Administrator. If medically necessary, FMLA leaves due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is

requested on this basis, the Town Administrator may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

When a FMLA leave is approved, an employee's accrued, unused earned time will be included as part of the twelve (12) week leave requirement for an A, or B FMLA leave listed above. For example, an employee with two (2) weeks accrued, unused earned time is required to use that time before taking not more than ten (10) additional unpaid weeks. In addition, for type A or B FMLA leave the employee may at his/her option utilize accrued unused earned time to cover any period of otherwise unpaid leave. For type D leave, an employee eligible for Short Term Disability may use unused accrued earned time to supplement the difference between the Short Term Disability benefit and his/her regularly weekly wages, exclusive of overtime. In the event an employee exhausts Short Term Disability benefits or in the use of a type C leave an employee must use any accrued unused earned time in excess of forty-five (45) days and further provided may convert such days in excess of forty-five (45) to "sick days" at the rate of one earned time day for two "sick days."

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town Administrator may designate such leave as FMLA leave upon written notification to the employee.

23.2 Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town Finance Director the employee's share of any medical insurance premiums once per month in advance on the first day of each month. For contributions to a flexible spending account, if any, during any unpaid FMLA leave, such amounts must be withheld from the employee's last paycheck or checks. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

23.3 Basic Regulations and Conditions of Leave

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee.

23.4 Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

23.5 Procedures

- a) A Request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the Town Administrator or his/her designee for proper approvals. If possible, the form should be submitted thirty (30) days in advance of the effective date of the FMLA leave.
- b) All requests for FMLA leaves of absence due to illness must include the following information attached to a completed Request for Family and Medical Leave of Absence Form:

Sufficient medical certification stating:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition; and
- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

23.6 Coordination With Maternity Leave

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence; that is, the employee is required to exhaust accrued, unused earn time followed by use of unused vacation and personal days, respectively, as may be needed time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

23.7 Coordination With Other Company Policies; Reference to FMLA and Federal Regulations

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

ARTICLE XXIV

JURY DUTY

- 24.1 An employee called to serve on a Jury Panel will notify the Town (immediate supervisor) as soon as they become aware of such obligations.
- 24.2 If the called employee is in a critical position or has other reasons why he/she cannot serve, the Town will assist in seeking to have said employee excused.
- 24.3 If required to serve, the Town will pay said employee at their regular straight time rate of pay for the period the employee is required to serve.
- 24.4 The employee will provide the Town with documentation and shall assign to the Town any and all monies received from the Court for such service.
- 24.5 This policy will be superseded by collective Bargaining Agreements, but only for those employees covered by any such agreement(s).
- 24.6 A status change will be processed by the employee's respective Department head in order to take and be compensated for Jury Leave.

ARTICLE XXV

SEVERABILITY

- 25.1 In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.
- 25.2 The parties agree to sit down to attempt to reconcile the problem relative to the invalidated provision of this Agreement within 30 days from the date of the decision which invalidated such section of the Agreement.

ARTICLE XXVI

EFFECT OF AGREEMENT

- 26.1 This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
- 26.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

27.1 This Agreement shall be in full force and effect from and after July 1, 2004 and shall expire on June 30, 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2004

FOR THE TOWN OF DERRY

FOR AFSCME LOCAL #1801

Town Administrator
Russell R. Marcoux

Chief Negotiator
Steven Lyons

Chapter Chair & Negotiating Team
Mark Boucher

Negotiating Team
David Pratt

Negotiating Team
Tony Bruno

Negotiating Team
Ernest Gibbs

Negotiating Team
Rick Schofield

Effective July 1, 2004

Appendix A

Grade	Position	A	B	C	D	E	F	G
10	Utility Coordinator	\$ 21.17	\$ 22.03	\$ 22.90	\$ 23.82	\$ 24.76	\$ 25.76	\$ 26.80
9	Chief Operator WW Treatment Plant	\$ 20.17	\$ 20.98	\$ 21.81	\$ 22.68	\$ 23.59	\$ 24.53	\$ 25.52
	Chief Water System Operator							
	Chief Mechanic							
	Building Specialist							
8	Mechanical and Electrical Technician	\$ 18.99	\$ 19.75	\$ 20.54	\$ 21.35	\$ 22.20	\$ 23.09	\$ 24.01
	Sewer Treatment Operator II							
	Crew Chief w/CDL Crew Chief w/CDL Transfer Station ****	\$ 19.55	\$ 20.33	\$ 21.14	\$ 21.99	\$ 22.87	\$ 23.78	\$ 24.74
7	Water System Operator I	\$ 17.94	\$ 18.66	\$ 19.41	\$ 20.18	\$ 20.99	\$ 21.82	\$ 22.69
	Crew Chief w/o CDL * Motor Equipment Operator III Transfer Station ****	\$ 18.47	\$ 19.21	\$ 19.98	\$ 20.78	\$ 21.61	\$ 22.47	\$ 23.37
6	Utility Worker	\$ 16.95	\$ 17.62	\$ 18.34	\$ 19.06	\$ 19.82	\$ 20.62	\$ 21.44
	Mechanic II Recycling Coordinator ****	\$ 17.46	\$ 18.15	\$ 18.88	\$ 19.62	\$ 20.43	\$ 21.25	\$ 22.10
5	Motor Equipment Operator II	\$ 16.01	\$ 16.65	\$ 17.32	\$ 18.01	\$ 18.73	\$ 19.49	\$ 20.26
	Parks Operations & Landscaping Coordinator							
	Parks Operations & Project Coordinator Motor Equipment Operator II Transfer Station ****	\$ 16.48	\$ 17.15	\$ 17.85	\$ 18.56	\$ 19.30	\$ 20.08	\$ 20.87
4	Vacant	\$ 15.07	\$ 15.67	\$ 16.30	\$ 16.95	\$ 17.62	\$ 18.34	\$ 19.06
3	Laborer II	\$ 14.30	\$ 14.86	\$ 15.46	\$ 16.08	\$ 16.73	\$ 17.40	\$ 18.09
	Custodial II Weigh Scale Master ****	\$ 14.73	\$ 15.31	\$ 15.93	\$ 16.57	\$ 17.22	\$ 17.92	\$ 18.64
2	Laborer II w/o CDL **	\$ 13.00	\$ 13.53	\$ 14.07	\$ 14.64	\$ 15.23	\$ 15.84	\$ 16.46
	Laborer I							
	Laborer I Transfer Station **** Custodian II w/o CDL ***	\$ 13.38	\$ 13.93	\$ 14.49	\$ 15.07	\$ 15.68	\$ 16.32	\$ 16.96
1	Custodian I	\$ 11.76	\$ 12.23	\$ 12.73	\$ 13.24	\$ 13.77	\$ 14.33	\$ 14.90

* When incumbent is no longer in this position, the position shall revert to Crew Chief w/CDL (Grade 8)
 ** When incumbent is no longer in this position, the position shall revert to Laborer II w/CDL(Grade 3)
 *** When incumbent is no longer in this position, the position shall revert to Custodian II w/CDL (Grade 3)
 **** Transfer Station 3% adjusted rates

Effective July 1, 2005

Appendix B

Grade	Position	A	B	C	D	E	F	G
10	Utility Coordinator	\$21.60	\$22.47	\$23.36	\$24.29	\$25.26	\$26.28	\$27.34
9	Chief Operator WW Treatment Plant	\$20.57	\$21.40	\$22.24	\$23.14	\$24.06	\$25.02	\$26.03
	Chief Water System Operator							
	Chief Mechanic							
	Building Specialist							
8	Mechanical and Electrical Technician	\$19.37	\$20.14	\$20.95	\$21.78	\$22.65	\$23.55	\$24.49
	Sewer Treatment Operator II							
	Crew Chief w/CDL							
	Crew Chief w/CDL Transfer Station ****	\$19.94	\$20.74	\$21.57	\$22.43	\$23.33	\$24.26	\$25.24
7	Water System Operator I	\$18.30	\$19.03	\$19.79	\$20.58	\$21.41	\$22.26	\$23.15
	Crew Chief w/o CDL *							
	Motor Equipment Operator III Transfer Station ****	\$18.84	\$19.59	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84
6	Utility Worker	\$17.29	\$17.97	\$18.70	\$19.44	\$20.22	\$21.04	\$21.87
	Mechanic II							
	Recycling Coordinator ****	\$17.81	\$18.51	\$19.25	\$20.02	\$20.83	\$21.67	\$22.54
5	Motor Equipment Operator II	\$16.33	\$16.98	\$17.66	\$18.37	\$19.11	\$19.88	\$20.66
	Parks Operations & Landscaping Coordinator							
	Parks Operations & Project Coordinator							
	Motor Equipment Operator II Transfer Station ****	\$16.81	\$17.49	\$18.20	\$18.94	\$19.69	\$20.48	\$21.29
4	Vacant	\$15.37	\$15.99	\$16.62	\$17.29	\$17.97	\$18.70	\$19.44
3	Laborer II	\$14.59	\$15.16	\$15.77	\$16.40	\$17.07	\$17.75	\$18.45
	Custodial II							
	Weigh Scale Master ****	\$15.02	\$15.61	\$16.25	\$16.90	\$17.57	\$18.28	\$19.01
2	Laborer II w/o CDL **	\$13.26	\$13.80	\$14.35	\$14.94	\$15.53	\$16.16	\$16.79
	Laborer I							
	Laborer I Transfer Station ****	\$13.65	\$14.20	\$14.78	\$15.37	\$16.00	\$16.64	\$17.30
	Custodian II w/o CDL ***							
1	Custodian I	\$12.00	\$12.48	\$12.98	\$13.50	\$14.04	\$14.62	\$15.20

* When incumbent is no longer in this position, the position shall revert to Crew Chief w/CDL (Grade 8)

** When incumbent is no longer in this position, the position shall revert to Laborer II w/CDL(Grade 3)

*** When incumbent is no longer in this position, the position shall revert to Custodian II w/CDL (Grade 3)

**** Transfer Station 3% adjusted rates

Effective January 1, 2006

Appendix C

Grade	Position	A	B	C	D	E	F	G
10	Utility Coordinator	\$22.03	\$22.92	\$23.83	\$24.78	\$25.76	\$26.80	\$27.88
9	Chief Operator WW Treatment Plant	\$20.98	\$21.82	\$22.69	\$23.60	\$24.54	\$25.52	\$26.55
	Chief Water System Operator							
	Chief Mechanic							
	Building Specialist							
8	Mechanical and Electrical Technician	\$19.76	\$20.55	\$21.37	\$22.21	\$23.10	\$24.02	\$24.98
	Sewer Treatment Operator II							
	Crew Chief w/CDL							
	Crew Chief w/CDL Transfer Station ****	\$20.34	\$21.15	\$22.00	\$22.87	\$23.79	\$24.75	\$25.74
7	Water System Operator I	\$18.66	\$19.41	\$20.19	\$20.99	\$21.84	\$22.70	\$23.61
	Crew Chief w/o CDL *							
	Motor Equipment Operator III Transfer Station ****	\$19.22	\$19.98	\$20.79	\$21.62	\$22.48	\$23.38	\$24.31
6	Utility Worker	\$17.64	\$18.33	\$19.08	\$19.83	\$20.62	\$21.46	\$22.31
	Mechanic II							
	Recycling Coordinator ****	\$18.17	\$18.88	\$19.64	\$20.42	\$21.25	\$22.11	\$22.99
5	Motor Equipment Operator II	\$16.65	\$17.32	\$18.02	\$18.74	\$19.49	\$20.28	\$21.08
	Parks Operations & Landscaping Coordinator							
	Parks Operations & Project Coordinator							
	Motor Equipment Operator II Transfer Station ****	\$17.15	\$17.84	\$18.57	\$19.31	\$20.08	\$20.89	\$21.72
4	Vacant	\$15.68	\$16.31	\$16.96	\$17.64	\$18.33	\$19.08	\$19.83
3	Laborer II	\$14.88	\$15.46	\$16.09	\$16.73	\$17.41	\$18.10	\$18.82
	Custodial II							
	Weigh Scale Master ****	\$15.32	\$15.93	\$16.58	\$17.24	\$17.92	\$18.64	\$19.39
2	Laborer II w/o CDL **	\$13.53	\$14.08	\$14.64	\$15.23	\$15.84	\$16.48	\$17.13
	Laborer I							
	Laborer I Transfer Station ****	\$13.93	\$14.49	\$15.07	\$15.68	\$16.32	\$16.98	\$17.65
	Custodian II w/o CDL ***							
1	Custodian I	\$12.24	\$12.72	\$13.24	\$13.77	\$14.33	\$14.91	\$15.51

* When incumbent is no longer in this position, the position shall revert to Crew Chief w/CDL (Grade 8)

** When incumbent is no longer in this position, the position shall revert to Laborer II w/CDL(Grade 3)

*** When incumbent is no longer in this position, the position shall revert to Custodian II w/CDL (Grade 3)

**** Transfer Station 3% adjusted rates

Effective July 1, 2006

Appendix D

Grade	Position	A	B	C	D	E	F	G
10	Utility Coordinator	\$22.47	\$23.38	\$24.30	\$25.27	\$26.28	\$27.34	\$28.44
9	Chief Operator WW Treatment Plant	\$21.40	\$22.26	\$23.14	\$24.07	\$25.03	\$26.04	\$27.08
	Chief Water System Operator							
	Chief Mechanic							
	Building Specialist							
8	Mechanical and Electrical Technician	\$20.15	\$20.96	\$21.80	\$22.66	\$23.56	\$24.50	\$25.48
	Sewer Treatment Operator II							
	Crew Chief w/CDL							
	Crew Chief w/CDL Transfer Station ****	\$20.75	\$21.58	\$22.44	\$23.33	\$24.27	\$25.24	\$26.26
7	Water System Operator I	\$19.04	\$19.80	\$20.59	\$21.41	\$22.27	\$23.15	\$24.08
	Crew Chief w/o CDL *							
	Motor Equipment Operator III Transfer Station ****	\$19.60	\$20.38	\$21.20	\$22.05	\$22.93	\$23.85	\$24.80
6	Utility Worker	\$17.99	\$18.70	\$19.46	\$20.23	\$21.04	\$21.89	\$22.76
	Mechanic II							
	Recycling Coordinator ****	\$18.53	\$19.26	\$20.03	\$20.83	\$21.68	\$22.55	\$23.45
5	Motor Equipment Operator II	\$16.99	\$17.67	\$18.38	\$19.12	\$19.88	\$20.68	\$21.50
	Parks Operations & Landscaping Coordinator							
	Parks Operations & Project Coordinator							
	Motor Equipment Operator II Transfer Station ****	\$17.49	\$18.20	\$18.94	\$19.70	\$20.48	\$21.31	\$22.15
4	Vacant	\$15.99	\$16.63	\$17.29	\$17.99	\$18.70	\$19.46	\$20.23
3	Laborer II	\$15.18	\$15.77	\$16.41	\$17.06	\$17.76	\$18.46	\$19.19
	Custodial II							
	Weigh Scale Master ****	\$15.63	\$16.25	\$16.91	\$17.58	\$18.28	\$19.02	\$19.78
2	Laborer II w/o CDL **	\$13.80	\$14.36	\$14.93	\$15.54	\$16.16	\$16.81	\$17.47
	Laborer I							
	Laborer I Transfer Station ****	\$14.20	\$14.78	\$15.37	\$15.99	\$16.64	\$17.32	\$18.00
	Custodian II w/o CDL ***							
1	Custodian I	\$12.48	\$12.98	\$13.51	\$14.05	\$14.61	\$15.21	\$15.82

* When incumbent is no longer in this position, the position shall revert to Crew Chief w/CDL (Grade 8)

** When incumbent is no longer in this position, the position shall revert to Laborer II w/CDL(Grade 3)

*** When incumbent is no longer in this position, the position shall revert to Custodian II w/CDL (Grade 3)

**** Transfer Station 3% adjusted rates

Effective January 1, 2007

Appendix E

Grade	Position	A	B	C	D	E	F	G
10	Utility Coordinator	\$22.92	\$23.84	\$24.79	\$25.78	\$26.80	\$27.88	\$29.01
9	Chief Operator WW Treatment Plant	\$21.83	\$22.71	\$23.61	\$24.55	\$25.53	\$26.56	\$27.63
	Chief Water System Operator							
	Chief Mechanic							
	Building Specialist							
8	Mechanical and Electrical Technician	\$20.56	\$21.38	\$22.23	\$23.11	\$24.03	\$24.99	\$25.99
	Sewer Treatment Operator II							
	Crew Chief w/CDL							
	Crew Chief w/CDL Transfer Station ****	\$21.16	\$22.01	\$22.89	\$23.80	\$24.75	\$25.75	\$26.78
7	Water System Operator I	\$19.42	\$20.20	\$21.01	\$21.84	\$22.72	\$23.62	\$24.56
	Crew Chief w/o CDL *							
	Motor Equipment Operator III Transfer Station ****	\$19.99	\$20.79	\$21.63	\$22.49	\$23.39	\$24.33	\$25.30
6	Utility Worker	\$18.35	\$19.07	\$19.85	\$20.63	\$21.46	\$22.32	\$23.21
	Mechanic II							
	Recycling Coordinator ****	\$18.90	\$19.64	\$20.43	\$21.24	\$22.11	\$23.00	\$23.92
5	Motor Equipment Operator II	\$17.32	\$18.02	\$18.74	\$19.50	\$20.27	\$21.10	\$21.93
	Parks Operations & Landscaping Coordinator							
	Parks Operations & Project Coordinator							
	Motor Equipment Operator II Transfer Station ****	\$17.84	\$18.56	\$19.32	\$20.09	\$20.89	\$21.74	\$22.59
4	Vacant	\$16.31	\$16.96	\$17.64	\$18.35	\$19.07	\$19.85	\$20.63
3	Laborer II	\$15.48	\$16.09	\$16.74	\$17.40	\$18.11	\$18.83	\$19.58
	Custodial II							
	Weigh Scale Master ****	\$15.94	\$16.57	\$17.25	\$17.93	\$18.64	\$19.40	\$20.17
2	Laborer II w/o CDL **	\$14.07	\$14.65	\$15.23	\$15.85	\$16.48	\$17.14	\$17.82
	Laborer I							
	Laborer I Transfer Station ****	\$14.49	\$15.07	\$15.68	\$16.31	\$16.98	\$17.66	\$18.36
	Custodian II w/o CDL ***							
1	Custodian I	\$12.73	\$13.24	\$13.78	\$14.33	\$14.90	\$15.51	\$16.13

* When incumbent is no longer in this position, the position shall revert to Crew Chief w/CDL (Grade 8)

** When incumbent is no longer in this position, the position shall revert to Laborer II w/CDL(Grade 3)

*** When incumbent is no longer in this position, the position shall revert to Custodian II w/CDL (Grade 3)

**** Transfer Station 3% adjusted rates