AGREEMENT

BETWEEN

THE CITY OF FRANKLIN, NEW HAMPSHIRE

AND

THE STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.

LOCAL 1984, SERVICE EMPLOYEE'S INTERNATIONAL UNION AFL-CIO, CLC

LOCAL CHAPTER #49
MUNICIPAL SERVICES DEPARTMENT

SIGNATURE DRAFT (12/20/2010)
JULY 1, 2010 - June 30, 2011

Presented by:

Wescott, Dyer, Fitzgerald & Nichols P.A.
28 Bowman Street
Laconia, New Hampshire 03246

(603) 524-2166 – Telephone

Table Of Contents

	Preamble	3
Article I	Recognition	3
Article II	Non-Discrimination	4
Article III	Dues and Dues Check Off	4
Article IV	Employees Rights	5
Article V	Association Rights	6
Article VI	Association Representation	6
Article VII	Management Rights	7
Article VIII	Hours of Work	9
Article IX	Overtime	9
Article X	Salaries	11
Article XI	Uniforms	12
Article XII	Labor-Management Committee	13
Article XIII	Safety and Health	13
Article XIV	Benefits	13
14.1.	Health Insurance	13
14.1.1	Vaccinations	14
14.2.	Holidays	14
14.3.	Vacations	15
14.4.	Sick Leave	19
14.5.	Bereavement Leave	20
14.6.	Emergency Family Leave	20
14.7.	Personal Leave of Absence	20
14.8.	FMLA	22
14.9.	Personal Leave	23
14.10.	Insurance	24
14.11	Longevity Pay	24
14.12.	Military Leave	24
14.13.	Jury Duty Leave	25
Article XV	Seniority, Promotions and Layoffs	25
Article XVI	Disciplinary Procedures, Separations and Demotions	27
Article XVII	Personnel Rules and Practices	28
Article XVIII	Grievance Procedure	30
Article XIX	No Strike-No Lockout	31
Article XX	Effects of Laws and Rules	31
Article XXI	Separability	32
Article XXII	Duration and Reopening	32
	Position Classification	32

PREAMBLE

WHEREAS, the City of Franklin is recognized as a public entity, and;

WHEREAS, the Association and City ascribe to, and recognize, that the mission and purpose of the City is to provide quality and economic services.

NOW THEREFORE,

This **AGREEMENT** is made and entered into between the **STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., LOCAL 1984, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, CLC,** hereinafter referred to as the "Association" and the **CITY OF FRANKLIN, NEW HAMPSHIRE,** a municipal corporation hereinafter referred to as the "City" and collectively referred to as the "Parties". It is the intent and purpose of this Agreement to assure sound and beneficial working and economic relations between both parties, to provide an orderly and peaceful method of resolving misunderstandings or differences which may arise and to set forth in agreement form the basic and full agreement between the parties concerning wages, hours and other conditions of employment, in accordance with the provisions of RSA 273-A and other applicable laws.

ARTICLE I
RECOGNITION

1.1. The City recognizes the Association as the exclusive bargaining agent for all full-time permanent employees of the Municipal Services Department as certified, for the purpose of establishing wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the City, or confided exclusively to the City by statute or regulations adopted pursuant to statute.

1.2. the City recognizes the right of the Association to represent all employees of the Municipal Services Department as certified without challenge during the term of this Agreement, subject to the right of election set forth in RSA 273-A:11,I (a).

1.3. The provisions of this Agreement shall be applied to all employees in the bargaining unit in accordance with state and Federal law.

ARTICLE II
NON-DISCRIMINATION

2.1. The City will not discriminate in the hiring or the terms and conditions of employment against any employee covered by the Agreement because of membership in, or legitimate activity on behalf of the members of this Association, for the purposes of encouraging or discouraging membership in any employee organization.

2.2. The Association recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

2.3. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE III
DUES AND DUES CHECKOFF

3.1. The City shall deduct the amount of Association dues certified to the City by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has theretofore submitted or who shall hereafter submit to the City an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.

3.2. In the event the Association members elect to change the Association dues, the Association shall notify, in writing, the City of such change and such change shall be certified by the Treasurer or authorized officer of the Association. The City shall implement such certified change in the Association dues deduction within one month of the receipt of notice of such change.

3.3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is non-pay status for an entire pay period, no withholding shall be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the deduction, all other legal and required deductions have priority over Association dues.

3.4. Payment to the Association of the funds deducted for each payroll period shall fully satisfy the obligation of the City for all deductions covered by said payment period. The Association will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with this Article. The Association agrees to refund the City and amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

3.5. The City will make available to the Treasurer of the Association the names of all bargaining unit members separated from the payroll, recalled or hired, on layoff or on leave of absence.

3.6. The foregoing deductions shall be made for each pay period. The amounts deducted and a list of the employees from whose wage deductions have been made shall be sent to the Treasurer of the Association monthly. The Association agrees to collect all special assessments, initial fees and similar member charges without deductions being made from the employee's wages.

3.7. Similar deductions in accordance with the provisions of this Article will be made for all non-members who have submitted or who shall hereafter submit to the City an individual written authorization for each deduction.

3.8. The dues authorization form shall be substantially as follows:

ARTICLE IV
EMPLOYEES RIGHTS

4.1. The rights, privileges and benefits accruing to the members of the Association shall be limited to those enumerated in this Agreement.

4.2. Employees have, and shall be protected in the exercise of, the right, without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative or other and including the right to present Association views and positions to the public, to officials or the City and the department, to members of the City Council and of the General Court or to any other appropriate authority or officials.

4.3. No representative or official of the City shall interfere with the formation, existence, operations, or administration of the Association or discriminate against an employee because he has given testimony, taken in part in any

grievance procedures or other hearings, negotiations, or conferences for in behalf of the Association or any employee. The Association shall furnish each unit employee employed on the effective date of this Agreement with a copy, and the City shall furnish a copy of the Agreement to all unit employees who are hired during the term of the Agreement.

ARTICLE V
ASSOCIATION RIGHTS

5.1. The Association's Chapter #49 or Committee of the Chapter shall be allowed to use the facilities, within the Municipal Service Department, for meetings. These meetings would only occur when the facilities are available and such meetings would not conflict with the business of the Department.

5.2. Staff representatives of the Association shall be allowed to visit the work areas of the employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.

Such visits will occur only after the City Manger's Office is notified.

5.3. The City shall provide a bulletin board for the exclusive use of the Association communicating with employees in the bargaining unit. This board should be located in close proximity to the time clock in the Municipal Services Garage and is to be used solely by the Association to communicate official notices to its members. No posting shall be inflammatory or critical of the department, the City, its employees or any subdivision or board of the City.

5.4. The City shall grant paid administrative leave for two Union officers and/or their designees for purposes of attending the annual state employees' convention for up to two days per employee. The Association shall notify the City thirty (30) days prior to the convention and shall, at that time, provide the names of the two employees. The City may require proof of attendance at the convention, abuse of, which may be subject to discipline.

ARTICLE VI
ASSOCIATION REPRESENTATION

6.1. The City shall recognize the Steward duly authorized by the Association. The function of the Steward shall be to investigate, process and settle grievances related to the conditions of employment. The Association shall

provide the City with a notice designating the Steward and keep such notice current.

6.2. The Department Head, or person in charge, shall authorize a reasonable amount of time, if necessary, during work hours without loss of time or pay to permit the Steward to carry out his responsibilities to the employees in the unit. The Steward shall, prior to taking such time off, notify the Department Head *or* his/her designee.

6.3. The City agrees when possible to authorize on (1) day off in any calendar year, without loss of time or pay for the Steward to attend Association training programs. The Association shall notify the City no less than twenty (20) days in advance of such proposed training programs.

6.4. Any leave or time off provided for in this Article may be refused *if* withheld of such leave or time off will interfere with the normal and orderly operation of the department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

ARTICLE VII
MANAGEMENT'S RIGHTS

7.1. It is agreed that except as specifically delegated, abridged, granted or modified by this agreement or required by statutory law, all of the rights, powers, and authority the City possessed prior to the signing of this agreement are retained by the City and remain the exclusive right of management without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures contained herein.

7.2. Management of the City, its operations, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the City. The exercise of such duties, functions and responsibilities shall not conflict with this agreement.

7.3. It is understood and agreed that the City has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the City had prior to the signing of this agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the City except as those rights, powers, functions or authority are specifically abridged or modified by this agreement.

7.4. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

7.4.1. To plan, direct, supervise and control all operations, functions and policies of the City in which the employees in the bargaining unit are employed.

7.4.2. To determine the need for and the qualifications of new employees, transfers and promotions subject to other provisions within this contract.

7.4.3. To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.

7.4.4. To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.

7.4.5. To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.

7.4.6. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

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

7.4.8. To discipline, suspend, demote or discharge an employee for just cause.

7.4.9. To assign and distribute work.

7.4.9.a Notwithstanding the above Section 7.4.9., employees shall not be assigned cleaning duties associated with the employee break room or restroom, except in emergency conditions.

7.4.10. To determine the need for additional educational courses, training programs, on-the-job training and cross-training.

7.4.11. To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency. In the event that the employer decides to contract out work currently performed by bargaining unit members (as of the date of final ratification of this contract by the Franklin City Council) then the employer shall consider a "union bid" which shall be a competitive proposal submitted by the bargaining unit for such services.

7.4.12. To determine the mission, policies, and standards of service offered to the public.

7.4.13. The City may prepare, issue, and enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE VIII
HOURS OF WORK

8.1. The regular work week for all unit employees will be forty (40) hours. The work week shall commence at 12:01 a.m. on Sunday and end at 11:59 p.m. on Saturday.

8.2. No reductions shall be made, from the basic work day for employees, for two (2) fifteen (15) minute rest periods, which may occur during a normal work day.

8.3. The normal work day, except for those hired with a specific work schedule as a condition of employment, shall be a continuous day of eight (8) hours, Monday through Friday. The eight (8) hours may be broken by a morning coffee break of no more than fifteen (15) minutes and a lunch break of no more than fifteen (15) minutes. For good cause, the Director or his designee may grant occasional exceptions to the above schedule.

ARTICLE IX
OVERTIME

9.1. Overtime is work performed in excess of the regular workweek. No employee may work overtime without the approval of the appropriate supervisor.

Approved sick leave shall count as hours worked for the purposes of determining overtime subject to the qualifications regarding sick leave contained herein.

9.2. Overtime shall be distributed equally to all employees who qualify for a given job. The City retains the right to assign overtime should there be no volunteers.

9.3. Overtime work performed shall be compensated at one and one-half times the hourly rate.

9.4. No employee shall be relieved of duty during the regular work day in order to offset the hours worked as overtime, unless he/she agrees to the change.

9.5. Call back provisions shall conform with the Personnel Rules.

9.6. The City shall establish a rotating roster for emergency response. All bargaining unit employees eligible for emergency response shall be placed in the rotation, which shall, in the first instance, be established by seniority. New employees shall be placed within the rosters by the director. Any employee who is unable to discharge all duties when scheduled to do so by the roster shall forfeit that opportunity and the opportunity shall pass to the next employee on the roster. Any employee assigned for emergency response shall wear or keep in his/her immediate proximity a paging device provided by the City. Additionally, the employee assigned for response shall keep the Franklin Police Department Dispatch Center advised of his/her location for purposes of telephone communications at all times that the employee is on stand-by status.

An employee on stand-by status may make arrangements for another qualified employee to perform stand-by duties for a portion or all of his/her stand-by shift upon receiving the approval of the director or assistant director upon appropriate notice to the dispatch center of the Franklin Police Department.

An employee on stand-by status shall receive compensation at the rate of $1.25 per hour and shall receive call-back pay pursuant to the relevant provisions of this contract in the event of an emergency response. The $1.25 per hour pager pay shall not be included in an employees base rate for purposes of calculation of over time nor shall it able otherwise subject to the overtime provisions of this agreement. In the event an employee receives multiple calls within the same two hour period, only one (1), two (2) hour call-back premium shall be paid. In the event that the actual time worked exceeds two (2) hours, the relevant portions of this contract dealing with call-back and overtime pay shall apply. It is understood that the employee on call shall be responsible for two (2) system checks to occur on Saturday and two (2) similar system checks to occur on Sunday and holidays. The employee shall receive call-back pay pursuant to the terms of this article for each of the four (4) scheduled system checks.

9.7. Compensatory Time: All members of the bargaining unit shall be allowed to accumulate up to 40 hours of compensatory time at any given time as opposed to receiving overtime pay. Compensatory time will be credited to the employee at time and one-half the employee's regular rate, subject to the approval of the Municipal Services Director or his/her designee. Notification by the employee of an intention to use compensatory time shall be nor more than fifteen days and no less than five days without the approval of the Municipal Services Director. Compensatory time may be utilized in conjunction with vacation. The employee shall always retain the right to receive financial compensation as opposed to the use of compensatory time.

ARTICLE X
SALARIES

10.1. All members of the bargaining unit shall receive wage compensation as determined by the attached matrix, for the time period July 1, 2010 through June 30, 2011. All general wage increases (COLA's) shall become effective with the commencement of the first full pay period after July 1st of any contract year. In addition to pay increases provided for in Appendix A and as stated herein, employees within the Bargaining Unit shall be entitled to receive any general cost of living adjustment granted by the Franklin City Council to non-unionized employees. Movement through the Appendix A matrix shall be in accordance with the merit pay plan as referenced in Section 10.3 of this contract.

10.2. The current longevity plan shall remain in effect for the term of this Agreement. The longevity is earned as of the employees' anniversary date even though payment is made in December of the year. An employee who is entitled to longevity and separates from City service after his/her anniversary date shall be paid his/her longevity upon separation.

10.3. The employees of the Municipal Services Unit shall be under the Merit Pay Plan as defined in the City Personnel Policies dated January 1, 1995 and shall move through the City pay scale as established, and as limited by such scale. Merit pay shall be used based upon an annual evaluation of the employee, which shall occur, on or about the employee's anniversary date. All current employees of the Municipal Services Department hired prior to July 1, 1995, shall be assigned an anniversary date of July 1st. Any employee promoted from one position to another within the Department shall establish a new anniversary date, which shall be the date of the assumption of their new duties.

The granting of merit raises, being a matter of management rights and discretion, shall not be subject to the grievance procedure. However, an underlying personnel action report, which is relied upon for the denial of a merit raise, shall be subject to the grievance procedure. It is understood and agreed that in the absence of an adverse personnel action report, an employee shall be entitled to receive the merit increase discussed herein.

10.4. The City may, at its option, establish a bi-weekly pay period during the term of this contract.

ARTICLE XI
UNIFORMS

11.1. All bargaining unit employees shall be required to wear a departmental uniform during working hours. The uniform items listed below shall constitute the official uniform of the Municipal Services Department and there shall be no substitution of items by the employee or alterations of uniform items except that reasonably good dungarees may be worn in substitution for City–issued pants at the employee's discretion.

11.2. The following items shall be issued to each employee by the Department and shall be subject to the replacement policy listed below:

Item	Replacement
5 Uniform Shirts	As Needed
5 Uniform Pants	As Needed
5 T-Shirts	Annually in May
1 Light-weight Jacket	As Needed
1 Winter Jacket	As Needed
1 Pair – Summer Gloves	As Needed
1 Pair – Insulated Gloves	As Needed
1 Pair – Steel-toed Boots	Annually in October
1 Pair – Rubber Overshoes	As Needed
1 Uninsulated Coverall	As Needed
1 Set – Full Rain Gear (hat, jacket and pants)	As Needed
1 Baseball Cap	As Needed
1 Reflective Jacket	As needed for winter use

Boot Allowance: The City shall pay a maximum allotment of $180.00 per year per employee to approved vendors for steel toed boots.

(Bargaining Unit employees assigned as mechanics or regularly working trash collection and disposal positions will receive a minimum of 11 uniform shirts, pants and t-shirts as well as 2 lightweight jackets and 2 winter jackets, all of which shall be cleaned pursuant to Article 11.5).

Tool Allowance: A tool allowance in the amount of $450.00 shall be paid annually to the mechanic and assistant mechanic in the month of July.

11.3. In addition to the replacement schedule above the director may authorize early replacement of any annual item in the event of unusual wear or damage in the course of City employment.

11.4. Uniforms shall be worn only while the employee is in the performance of his/her duties or commuting to and from such duties.

11.5. All unit employees employed as mechanics or involved in trash collection or disposal will receive uniform cleaning service for uniform shirts (not *tee*-shirts), uniform pants, jackets and coveralls.

ARTICLE XII
LABOR-MANAGEMENT COMMITTEE

12.A. Management and the bargaining unit shall each appoint three (3) representatives to a Labor-Management Advisory Committee to deal with issues of mutual concern relating to the administration of the Municipal Services Department and this contract. The Committee's role shall be advisory only and shall not abrogate the rights of either party in reference to the discipline, grievance or any other article contained in this contract.

ARTICLE XIII
SAFETY AND HEALTH

13.1. The City agrees to provide the safest working conditions possible for unit employees.

13.2. The City agrees to provide a first aid kit at all permanent work locations and in all City vehicles routinely used by unit employees.

ARTICLE XIV
BENEFITS

14.1. The City agrees to provide a Major Medical Health and Hospitalization program for each eligible member of the Municipal Services Unit and their spouses and dependents. The City shall pay for the single person, two person and family plan insurance at a level not more than that which the City is paying as of June 30, 2006. Should such premiums be increased by the insurer during the life of this contract, the total amount of such increase shall be paid by the employees through payroll deductions. Benefits shall not be less than those provided by Blue Cross/Blue Shield of New Hampshire (Anthem) Plan Comprehensive 100.

The City agrees to provide the option to enroll in a Health Maintenance Organization to all bargaining unit employees, subject to the qualifications and limitations of both the offered HMO and the health plan or plans made available to the remainder of bargaining unit employees and non-unionized employees. The bargaining unit must elect, in its entirety, to participate in either the municipal health plan offered to non-unionized

personnel or the health maintenance option. The City shall pay 100% of the single person, two person and family plan premium for the health maintenance organization option.

Dental insurance will be provided at the same rate and level as non-union personnel.

Coverage shall commence on the first day of the month after the employee completes one (1) month of employment with the City.

Every employee eligible for health insurance coverage pursuant to this article shall have the option of refusing such coverage upon providing the employer with satisfactory proof of substitute insurance coverage. Such employees shall receive as an additional payment from the employer a sum equal to 25 percent of the cost that would have been incurred by the municipality in providing such insurance to the employee. This payment shall not be made to any employee whose separate coverage is paid for in any manner by the City of Franklin or any political subdivision thereof, including the Franklin School District. Payment of this benefit shall occur on a pro rata basis with an appropriate payment added to the employee's regular periodic paycheck with all appropriate deductions as required by law.

14.1.1. Vaccinations: The City agrees to pay for any uninsured costs for any vaccination which the employee receives under the City health plan or pay the equivalent amount for employees who are not covered under the City health plan, with the understanding that the term "equivalent amount" refers to the uninsured costs, not the entire cost of the vaccination and/or office visit."

14.1.2. The City agrees to provide immunization to all bargaining unit members for hepatitis-B, tetanus and diphtheria, including any required booster vaccinations. It shall be the responsibility of the employee, not the city, to schedule all required immunizations within 90 days of employment and to schedule all "booster treatment" in accordance with commonly accepted medical standards. Under no circumstances shall the city be responsible for the scheduling of the immunizations, the tracking of necessary booster treatment or in any way ensuring that the immunizations and/or treatments are actually received by the employee. The city's responsibility shall be limited to payment for such treatments. All treatments shall be provided by medical personnel or a medical facility approved by the city for this purpose.

14.2. Any employee of the Municipal Services Unit who is required to work on Thanksgiving and/or Christmas Day shall receive pay at time and one-half

for all hours worked, and, in addition, receive compensatory time off at a time mutually agreeable to both the City and the employee.

Unit employees shall be entitled to the following holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King Day	
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day

These holidays are to be celebrated on the appointed days or as appointed by law.

A. Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.

B. All holidays must be taken in full day increments only.

C. Every employee will be paid one normal day's pay for each holiday.

D. Employees called in to work on a holiday shall receive time and one-half for all hours worked.

14.3. VACATIONS

VACATION LEAVE:

This section shall be applicable to all permanent, full-time City employees covered by this contract.

A. VACATION SEASON:

Vacations will usually be scheduled in the main summer months, will seldom, if ever, be scheduled for the winter months (November – April) and may be scheduled in the other months.

B. *VACATION SCHEDULING:*

a) A full vacation must be taken each year by each employee.

b) The director of the Municipal Services Department or his designee shall schedule (determine the time and order of) all vacations in the department and all requests for vacation leave must be submitted to the director in writing at least six (6) weeks in advance. The Department shall provide notification to an employee within ten (10) days of his or her request as to whether the request is granted or denied. Vacations must be taken in increments of at least one complete work week. Vacations shall not interrupt nor interfere with the normal operations of the department and the director shall have the right to change the vacation schedules so as to prevent such interruption or interference. The director may designate reasonable "no vacation" time periods based upon known seasonal demand work periods. Unless the director or his designee specifically authorizes an exception, no employee shall take vacation leave in excess of ten (10) days at once, regardless of the annual entitlement. No more than two (2) employees shall take vacation leave at any one time unless the director has approved the taking of such leave and determine that it will not reduce the operational effectiveness of the department.

C. *DIVIDED VACATION*:

a) Up to five (5) vacation days may be taken individually (one day at a time) providing prior approval is given by the Department Head.

b) If a regular paid holiday occurs during the vacation period, the holiday retains its identity and is not counted as a day of vacation; a vacation day that normally would have fallen on a holiday will be taken either the day before or the day after the vacation period.

c) It is the policy of the City not to grant payments in lieu of vacations, except upon termination of employment of an employee.

Special exception, with written approval from the City Manager and Department Head an employee may work one (1) week of scheduled vacation time at their normal rate of

pay, and in addition receive their vacation pay, provided funds exist for such an expenditure.

D. *VACATION ELIGIBILITY*:

A. Vacation leave is approved by the department head or a designee.

B. Regular employees shall begin accruing vacation leave on their date of hire (anniversary date) at the rate of 1.53 hours per week. On the 5th hire date anniversary (60 months after hiring) the accrual rate shall change to 2.30 hours per week, and on the 15th hire date anniversary the accrual rate shall become 3.07 hours per week. An employee may not take vacation leave during his or her probationary period.

C. Vacation leave shall be used within one anniversary year after its award or accrual. That is, on employees' Hire Dare Anniversaries, they may have up to one year's accrued vacation leave "carried over" into the next year. Any unused vacation leave in excess of the previous year's total annual accrual shall be immediately forfeited on the Hire Date Anniversary unless the City Manager has approved an exception to policy based upon unusual circumstances. Example: an employee reaching the fourth Hire Date Anniversary with 12 vacation days accrued but not used will forfeit two vacation days, as only 10 days (the annual accrual) may be carried over into the next anniversary year.

D. Department heads or their designees shall schedule all vacations in their departments. Department heads shall establish an appropriate advance notice requirement, or an annual sign-up procedure based on seniority or other appropriate method, that meets the needs of their departments. Department heads may designate reasonable "no vacation" time periods based on known seasonal peak demand work periods. Unless the department head specifically authorizes an exception, no employee shall take vacation leave in excess of 10 days (two weeks) at one time, regardless of the annual entitlement. Department heads may authorize employees to take vacation leave in two hour blocks or by the day or week, up to the two week maximum for one absence, as the needs of the department dictate. Department heads shall not permit two or more

key employees to take simultaneous vacation leave in such a manner as to seriously reduce the operational effectiveness of the department.

E. Vacation leave shall be paid at the regular straight-time rate for the number of regular hours normally scheduled for the employee. Employees desiring advance vacation pay prior to taking the leave must make such request through their department payroll clerks at least 15 days before the pay day that the pay is to be received. Under no circumstances will advance vacation pay be paid in an amount exceeding the actual number of accrued vacation leave days (and any paid holidays) being taken. The City shall not grant payment in lieu of vacation leave, except upon termination of employment.

F. Any regular (full-time) employee whose employment is terminated, voluntarily or involuntarily, after the first Hire Date Anniversary shall be compensated for all vacation time accrued up to the date of termination. Any just debts owed to the City may be deducted from this payment.

G. When a paid holiday falls within a vacation leave taken by an employee, the employee shall not be charged with having used a vacation day for that date.

E. *EXTENDED ILLNESS, ACCIDENT AND LAYOFF*:

An eligible employee who is absent of illness, accident, or because he/she is laid off due to lack of work, may have the first portion of the absence designated as the period of any vacation to which he/she may be entitled, with the approval of the City Manager.

F. *TERMINATION OF EMPLOYMENT*:

a) An eligible employee, who resigns, is discharged or retires, will promptly thereafter receive the full vacation allowance to which he/she may be entitled. In the case of eligible employees who die, vacation allowance will be paid to the employee's beneficiary.

b) The termination date of an employee leaving the City's work forces is the day last worked by the employee.

c) Payroll deductions for retirement shall be made only for the last week of employment.

d) Additional insurance premium deductions will be made to provide the necessary amount required to complete a month's premium if one or more deductions have previously been made for the month.

e) It shall be the responsibility of the Department Head to ascertain that the payroll sheet of the last week worked by a terminating employee contains all of the necessary information needed for the paymaster to prepare the employee's final checks.

14.4. SICK LEAVE:

All permanent full-time employees shall be entitled to paid sick leave, in accordance with the following:

A. Each full-time employee shall accumulate sick leave at the rate of one (1) day for each completed month of service.

B. Sick leave may be accumulated to a maximum of ninety (90) days and shall remain to the credit of the employee until used for sickness or disability.

C. Paid sick leave shall be granted for absence from duty for the following reasons:

1. Illness

2. Non-compensable bodily injury or disease.

3. Exposure to contagious disease, quarantine.

4. Attendance upon members of the immediate family, whose illness requires the care of such employee, not in excess of one day except with special prior approval of the Department Head and City Manager.

D. If absence is caused by accident, compensable under Workers' Compensation, then the City shall pay the difference between Workers' Compensation and the employee's regular pay during the time the employee's sick leave eligibility, or receive full pay from

the city on agreement to endorse the Workers' Compensation check over to the City.

E. Employees who will not be attending work shall notify the Municipal Services Director between the hours of 6:00 a.m. and 7:00 a.m. by calling the Director at his residence. If the employee is unable to reach the Director, then s/he shall make a similar attempt to reach the Assistant Director. In the event that the employee is unable to reach either the Director of the Assistant Director s/he may leave a message on the department answering machine.

F. The purpose of sick leave is to prevent the loss of income only when absent due to a bonafide sickness or to care for a member of the immediate family and/or other family member residing in the same household and is not granted as extra vacation or holidays.

G. Upon voluntary termination of employment, said voluntary termination not being under threat of disciplinary action, as provided in the personnel rules and regulations, all sick leave credits shall be paid to the employee at one-quarter the regular rate of pay then in effect.

H. Sick leave shall be earned and may be used from the date of employment, but in no event may sick leave be used before it is earned.

14.5. **BEREAVEMENT LEAVE**:

A. Any permanent full-time employee shall be excused from work for not more than three (3) consecutive work days, provided that such excused work days can be taken in four consecutive calendar days, because of death in the immediate family and shall be paid his normal rate of pay for the scheduled working hours excused.

B. Immediate family shall mean spouse, parents, children, brother, sisters, mother-in-law, father-in-law, step-parents, step-children, or a blood relative or ward residing in the same house.

C. Subject to the approval of the Department Head an employee may be granted time off with pay in the case of death of an employee's relative other than those listed above or a close friend to attend a funeral or services. Such leave shall not be unreasonably requested.

14.6. EMERGENCY FAMILY LEAVE:

Paid emergency leave, not to exceed two (2) consecutive work days may be granted at the discretion of the Department Head or City Manager in the event of an emergency in the immediate family. Immediate family shall mean those as outlined in Section 13.6., B above. Time off would be applied to sick leave.

14.7. PERSONAL LEAVE OF ABSENCE:

A. Leave of absence of thirty (30) days of less during a calendar year:

1. Leave of absence of thirty (30) days or less during one (1) calendar year will be considered. Request for such leave must be submitted in writing and authorized by the Department Head.

2. Health insurance payment will be made by the City. Necessary deductions from the employee to complete a month's premium, if one or more deductions have been made, will be taken from the employee's last paycheck before leave takes effect.

3. Life insurance payment will be made by the City.

4. Sick Leave will continue to accumulate.

5. Holidays occurring during leave of absence.

6. Seniority will continue during leave of absence.

7. Accrued vacation leave will be taken prior to the granting of leave of absence. Vacation leave will not accrue during leave of absence.

B. Leave of absence of over thirty (30) days:

1. Health insurance payment by the City will cease at the end of the month during which leave commences. The employee may elect, for the first ninety (90) days of leave, to continue in the group plan by making a monthly payment to the finance officer for the amount billed for his/her particular membership. Membership will terminate if payment is not received by the last working day of the month. For leave in excess of ninety (90) days, arrangement for the continuation of Blue Cross/Blue Shield non-group coverage is the responsibility of the employee.

2. Life insurance payment by the City will terminate at the end of the month during which the leave of absence begins.

3. Sick leave will not accumulate during leave of absence.

4. Holidays will not be paid during leave of absence.

5. Seniority will not be lost during leave of absence. Seniority will not accrue during leave but will remain frozen at the time leave is granted.

6. All accrued sick leave earned prior to the taking of a leave of absence will be available to the employee upon his return to employment by the City.

C. Leaves of absence of longer duration than one (1) year, other than for military duty will not be granted except by vote of the City Council.

D. All requests for personal leave of absence must be submitted in writing and authorized by the Department Head and City Manager. Any employee accepting employment during a leave of absence shall be deemed a voluntary quit.

E. Any employee who becomes disabled while in the employ of the City may make application for a leave of absence of six (6) months after the exhaustion of accrued sick leave and vacation leave. The provisions of paragraph "B" above will be applicable. Upon completion of the leave of absence, the City Manager will determine if the disability conditions warrant continuation of the leave or termination of the employee.

14.8. FAMILY MEDICAL LEAVE ACT OF 1993 (FLMA)

(1) In addition to the other provisions herein, eligible employees shall be granted up to 12 weeks of unpaid leave during any 12 month period for:

(a) Birth and first year care of child;

(b) Adoption or foster placement of a child in the employee's home;

(c) Serious medical condition of the employee's spouse or partner, child, or parent, or;

(d) Employee's own serious medical condition which renders the employee unable to perform the functions of the job

(2) The City shall maintain group health benefits under the existing conditions during the period of FMLA leave, and shall restore the employee to the same or equivalent position and to all other benefits upon conclusion of the FMLA leave. Vacation and sick leave shall not accrue during the unpaid leave.

(3) Eligible employees are defined as those who have worked for the City of Franklin for at least 12 months (not necessarily consecutive) and worked for at least 1, 250 hours during the 12 months preceding the start date of the requested leave.

(4) Implementation.

(a) Requests for unpaid FMLA leave shall be submitted in writing 30 days in advance through the Municipal Services Director to the City Manager, who is the approving authority. Requests not within this time frame must contain justification for shorter notice.

(b) The City shall have the right to require medical certification of the illness or of the employee's need to care for the ill person prior to approving unpaid FMLA leave, and shall have the right to require reasonable periodic medical re-certifications during the unpaid leave. The City further has the right to require additional medical certification at any time by a physician of the City's choosing and at the City's expense.

(c) Employees shall be required to exhaust all vacation leave balances prior to taking unpaid leave. In those instances in which the employee is personally ill, all sick leave balances shall also be exhausted prior to the commencement of unpaid leave.

(d) Twelve weeks in "any 12 months period" shall be measured backward from the date that the requested leave is to begin. Example: An employee requests one week of unpaid leave under the FMLA to begin July 15. The Director of Municipal Services shall review the amount of FMLA unpaid leave taken during the preceding 12 months back to the previous July 15, and shall recommend denial of the leave if 12 weeks have already been taken during that time. Any FMLA leave taken during that time which was charged against an accrued leave balance shall not be counted as part of the "12 week in twelve months."

(e) FMLA leave may be taken intermittently as needed, in increments as small as one hour. (Example: An employee requests one unpaid hour three days per week for chemotherapy sessions). The City retains the right to assign employees to an alternative position

at equivalent pay and benefits if the alternative position is better suited for intermittent leave. (NOTE: The FMLA provides that payroll deductions for unpaid intermittent leave may be applied to salaried, exempt employees without jeopardizing their FLSA exempt status).

(f) The City retains the right to require periodic statements of intent to return to work from employees absent on unpaid FMLA leave.

14.9. **PERSONAL LEAVE:**

Each employee shall be entitled to eight (8) hours of personal leave per year. This leave is to be used for personal business that is required to be carried or during work hours. Permission for such leave shall be at the discretion of the Department Director and shall not be unreasonably denied.

14.10. **INSURANCE:**

The City agrees to furnish each unit employee with $10,000 of term life insurance. Also provided is $10,000 of Accidental Death and Dismemberment insurance.

14.11. **LONGEVITY PAY**

As of June 30, 1997, the following system for the accrual of a longevity benefit shall be utilized:

(1) On the appropriate Hire Date Anniversary, Regular (full time) employees shall be moved to the corresponding Longevity Pay Table. Employees moved to a Longevity Pay Table will occupy the same labor grade and step as on the previous table. The Longevity Pay Tables (B and C) award longevity payments on an hourly basis which equate to annual payments as shown below:

Anniversary	Annual Longevity Pay
New Hire	Table A (Regular Pay Table)
10th Anniv. (120 mos.)	Table B ($500.00 Annual Increase)
20th Anniv. (240 mos.)	Table C (addit. $250.00 Annual Increase)

(2) Longevity pay shall be paid over the course of the year and distributed through an appropriate adjustment to an employee's hourly base pay.

14.12. MILITARY LEAVE

A. Any full-time, permanent employee who receives orders to report for military duty should immediately advise his/her immediate supervisor. The employee will be accorded all privileges required by law.

Any full-time, permanent employee who voluntarily joins an organized military reserve and who is required to perform annual field duty will be granted up to two (2) weeks per year of reserve service leave in addition to vacation leave.

During the period of reserve leave, the City will pay the employee the difference between military pay and the employee's regular pay, the total of which can equal no more than the regular compensation.

B. WEEKEND LEAVE:

Full-time, permanent employees belonging to an organized military reserve unit who are required to perform training duty on weekends and who are scheduled to work on that weekend will be excused from their work schedule but will not be recompensed for the scheduled work days not worked. In City departments providing emergency services, and during times of manpower shortages, weekend leave for military personnel are permitted to make up drills missed because of employment responsibilities.

C. ***REQUEST FOR LEAVE***:

Any full-time, permanent employee belonging to an organized military service reserve unit must request, annually during the month of January, or within five (5) days of notification to the employee from the reserve unit, in writing on a personnel action report, leave of absence for the anticipated required training and field duty service. Sufficient notification of the actual duty schedule must be given to the Department Head in order to allow for proper scheduling of personnel.

14.13. JURY DUTY LEAVE:

Permanent, full-time employees will receive their regular wages while serving on jury duty. Upon receipt of a summons, the employee must notify their immediate supervisor immediately.

In order to receive payment under this article, the employee must endorse the jury fee over to the City of Franklin. If the allowed jury fee exceeds the employee's regular daily salary, only that portion equal to the employee's regular daily salary must be endorsed over the City.

ARTICLE XV
SENIORITY, PROMOTIONS AND LAYOFFS

15.1. The City will post, on the department bulletin boards, a seniority list based upon time worked for the Department.

15.2. **Eligibility**:

Every employee shall be eligible for promotion and any employee desiring to be considered for promotion to a vacancy should make application as provided in this section.

15.3. **Notification**:

The City Manager and Department Heads shall endeavor to advise all employees of the existence of vacancies within all municipal departments.

15.4. **Preference**:

A. In the event applications for any position appear to be equally qualified, preference shall be given to the City employee for promotion over the applicant who is not a City employee.

B. When two employees appear equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.

15.5. **Probationary Period**:

All promotions shall be subject to a six-(6) month probationary period.

15.6. **Qualification Period**:

Employees may be required to perform the duties of a position of a higher classification for a period of thirty (30) days without a change in pay or title, in order to demonstrate their qualifications for promotion.

15.7. **LAYOFFS**:

The City may layoff an employee in the service to the municipality by reason of shortage of work and/or funds, abolition of the positions, other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service on an employee. The City shall give written notice to the employee of any proposed layoff and the reasons therefore one week before the effective date of the action. A copy of such notice shall be filed in the employee's personnel folder.

A. **Reason for Layoff**:

Any permanent employee may be laid off whenever it is necessary to reduce the number of employees in any department, because of shortage of work or funds, abolition of a position, change in departmental functions or organizations, or for related reasons which cannot reflect discredit upon an employee.

B. **Order to Layoff**:

Permanent employees shall be laid off, insofar as possible, in inverse order of length of service within the class of positions. Provided, however, employees appointed by the City Manager may be laid off without regard to order of seniority under the following condition:

1. The Department Head shall submit to the City Manager a written statement giving reasons why the employee to be retained has rendered service to the City, which is superior to that of the employee to be laid off.

2. The City Manager approves the recommendation of the Department Head.

ARTICLE XVI
DISCIPLINARY PROCEDURES, SEPARATIONS AND DEMOTIONS

16.1. Demotions. The City may reduce the salary of an employee within the range provided in the pay plan or demote an employee for just cause. A written statement of the reasons for such action shall be provided to the employee and a copy shall be filed in the employee's personnel folder.

16.2. Disciplinary Action. The City or designated supervisor personnel may reprimand, orally or in writing; suspend, with or without pay; demote or

dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, other just cause or as defined in Section 15.4. A written statement setting forth the reasons for such action shall be provided to the employee and a copy shall be filed in the employee's personnel folder. Disciplinary action or removal may be taken for a single violation or successive violations of a dissimilar nature.

16.3. Cause for Removal. Cause for removal from the service of the City shall include, but not necessarily be limited to, the following:

16.3.1. Neglect of duty.

16.3.2. Incompetence or inefficiency.

16.3.3. Incapacity due to mental or physical disability.

16.3.4. Insubordination or serious breach of discipline.

16.3.5. Being under the influence of, in possession of, or suffering the effects of alcohol or drugs while on duty.

16.3.6. Chronic or excessive absenteeism.

16.3.7. Disorderly or immoral conduct.

16.3.8. Willful violation of any of the provisions of this agreement, departmental rules or regulations or other statutes relating to the employment of City employees.

16.3.9. The conviction of any criminal act or offense.

16.3.10. Abuse or a violation of sick leave or other departmental or City regulations.

16.3.11. Negligence of or willful damage to public property or waste of public supplies.

16.3.12. Conduct unbecoming an employee in the City service.

16.3.13. Action by an employee considered detrimental to the department or the City.

16.3.14. Safety violations including damage to equipment and/or vehicles or endangering others.

16.3.15. Resignations. The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure.

ARTICLE XVII
PERSONNEL RULES AND PRACTICES

17.1. It is the intention of the Parties that both the Association and the City be kept informed about matters having a substantial effect upon the conditions of employment in the bargaining unit. To accomplish this objective, the Parties agree that:

A. The Association or its chapter president shall be given two-(2) weeks advance notice of any non-disciplinary layoff or demotion affecting the bargaining unit or members thereof.

B. Any employee in the bargaining unit receiving a letter of dismissal, demotion, reduction in base pay, reprimand or suspension shall be advised in writing that he or she is entitled to Association representation. Such employee shall also be provided with a written description of the alleged violation.

17.2. Every employee who is instructed to report to any supervisor for disciplinary action, except oral reprimands, shall be informed of such action in advance. Whenever any disciplinary action is taken against a unit employee, with the exception of an oral reprimand, such employee shall have the right to utilize the grievance procedure and be represented throughout such procedure by an Association representative.

17.2.1. Nothing herein shall preclude informal interviews during which notes may or may not be taken, and if taken, may be used as background data should a formal reprimand be initiated for a subsequent violation of the same conduct.

17.3. The City shall furnish a copy of any Rules to each employee and each employee shall review same within thirty (30) days of hiring.

17.3.1. The City shall furnish a copy of the Rules to each employee, as well as any and all amendments thereto. The City shall also furnish each employee with a copy of all standard operating procedures, memoranda, and other written orders issues pursuant to, or amending, updating, rescinding or expanding such rules and regulations.

17.4. Personnel files for bargaining unit employees shall be accessible in accordance with the provisions of state law and the following policy:

A. Third parties are not entitled to inspect personnel files. Information available to third parties is limited to name, position, salary and length of employment.

B. The contents of the personnel file shall, at al times, be available for inspection by the individual employee or his/her representative(s), on release.

ARTICLE XVIII
GRIEVANCE PROCEDURE

18.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances. It is intended that the procedure provided herein shall facilitate the resolution of employee complaints and dissatisfaction at the lowest possible level, and the City and the Association agree to work together towards this end. Any employee and/or his/her Steward shall discuss any grievance, in an informed and informal manner with the immediate supervisor.

18.2. "Grievance" means an alleged violation, misinterpretation or misapplication, with respect to one or more employees, of any provision of this Agreement, which arises during the term of this Agreement.

18.3. A Steward, when requested by an employee, may assist him/her in processing a grievance. In so assisting the employee, the Steward shall be given the opportunity to discuss the matter with the employee and the employees who may have information bearing on the matter prior to presenting the grievance. An Association staff representative may substitute for the Steward at any level in this process.

18.4. The following procedure shall constitute the procedure for the adjustment of grievances.

A. STEP ONE – ORAL (Department Head)

If the employee elects to use the formal grievance procedure he/she shall so advise the Department Head and shall discuss the complaint or dissatisfaction with him/her within ten (10) working days of when the complaint or dissatisfaction becomes known to the employee.

B. STEP TWO – WRITTEN (City Manager)

If the aggrieved employee feels that further review of the grievance is justified, the employee or steward will submit a written statement of all the facts pertaining to the grievance to the City Manager within ten (10) working days. The City Manager shall arrange a meeting between all interested parties in an effort to resolve the grievance.

The City Manager shall render a decision in writing within ten (10) working days of the appeal hearing.

The decision of the City Manager shall be final and binding upon the parties and shall not be subject to any further appeal or redetermination. However, the Union may request an advisory opinion of the Personnel Advisory Board pursuant to Section C, below. It is understood that this step shall be advisory only and shall not alter the binding authority of the Manager in these matters.

C. WRITTEN AND ORAL PRESENTATION APPEALS BOARD

The City Manager may be requested, in writing, within ten (10) working days of his/her decision to bring the matter to the Personnel Advisory Board as established by the City Charter, Section 25. These steps are to be followed in sequence. The requirements of a written presentation are not intended to preclude the use of frank and informal conferences as a means of reaching settlement.

18.5. All time limits established herein, may be extended by mutual agreement of the Parties.

ARTICLE XIX
NO STRIKE – NO LOCKOUT

19.1. The Association and unit employees agree not to participate in or sanction any strike or job action of unit employees during the term of this Agreement.

19.2. The City agrees not to invoke or sanction any lockout of the unit employees during the term of this Agreement.

ARTICLE XX
EFFECTS OF LAWS AND RULES

20.1. This agreement is subject to all applicable existing or future laws and all valid regulations adopted pursuant thereto.

20.2. The provisions of this Agreement are intended to state minimum standards of employee rights and benefits, and the City may extend additional benefits to its employees where in its judgement such benefits are justified providing that the application of such benefits does not result in preferential treatment of individual employees or is not in any way discriminatory in nature.

ARTICLE XXI
SEPARABILITY

21.1. In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII
DURATION AND REOPENING

22.1. This Agreement shall be effective July 1, 2010 and terminate on June 30, 2011 or upon the negotiation and ratification of a successor agreement.

22.2. Renegotiation of this Agreement will be effective by written notice by one of the party to the other not later than December 1, 2010 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on this 23rd day of ~~July,~~ December amw 2010.

FOR THE CITY:

Kenneth Merrifield, Mayor
City of Franklin
Dated: 1/25/11

FOR THE ASSOCIATION:

Anna-Marie Welch, Field Representative
Paul Gagnon, President
Local #1984
Dated: 12/23/2010