**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT**
**BETWEEN**
**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 534, COUNCIL 93, AFL-CIO**
**AND**
**THE CITY OF LACONIA**

Based on the desire to work together to address the current economic conditions facing the City of Laconia, the parties agree to the following:

1. The current contract that is set to expire on June 30, 2010, shall be extended for one year, to run from July 1, 2010 through June 30, 2011, with exceptions as outlined below:

2. During the period between July 1, 2010 and June 30, 2011, employees shall continue to pay the percentage of health insurance premium described in their respective Collective Bargaining Agreements; however, during said time period the amount paid by employees shall not exceed the dollar amount paid for the same coverage between July 1, 2009 and June 30, 2010.

3. As of midnight, June 30, 2011, the amounts paid for Health Insurance coverage will revert back to the formula currently included in the Collective Bargaining Agreements, with no dollar limitation on the amount of premium contribution, as follows:

   For Primex Health POS High $5 Option (K5) health insurance or comparable plan, the City shall pay ninety percent (90.0%) of the total premium and all employees shall pay ten percent (10%) of the total premium for one-person, two-person or family. Employees opting for the Primex HMO High $5 Option (K8) or comparable plan are responsible to pay the difference between the HMO plan and the City's fixed percentage of the POS plan..

4. Employees shall receive no wage adjustment for the contract year, July 1, 2010 through June 30, 2011.

5. Employees shall receive no step increases for the contract year, July 1, 2010 through June 30, 2011.

The execution of this Addendum does not change, modify, or alter any other condition of the parties Collective Bargaining Agreement of July 1, 2007 to June 30, 2010, except for those specifically spelled out in this document.

Dated: June 30, 2010

For the City of Laconia

Eileen Cabanel, City Manageer

For AFSCME Council 93

11/5/10

534-004

AGREEMENT

THE CITY OF LACONIA, PUBLIC WORKS DEPARTMENT

AND

THE PUBLIC WORKS DEPARTMENT EMPLOYEES, LOCAL #534

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 93, AFL-CIO

**DURATION JULY 1, 2007 - JUNE 30, 2010**

**APPROVED BY LACONIA CITY COUNCIL JUNE 11, 2007**

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**WORKING AGREEMENT**

THE CITY OF LACONIA, PUBLIC WORKS DEPARTMENT, HEREINAFTER REFERRED TO AS THE PUBLIC WORKS DEPARTMENT AND THE PUBLIC WORKS DEPARTMENT EMPLOYEES, LOCAL #534, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, HEREINAFTER REFERRED TO AS THE UNION IN ORDER TO INCREASE EFFICIENCY IN THE PUBLIC WORKS DEPARTMENT, TO MAINTAIN THE EXISTING HARMONIOUS RELATIONSHIP BETWEEN THE PUBLIC WORKS DEPARTMENT AND ITS EMPLOYEES, AND TO PROMOTE THE MORALE, EQUAL RIGHTS, WELL BEING AND SECURITY OF THE PUBLIC WORKS DEPARTMENT EMPLOYEES; THE PUBLIC WORKS DEPARTMENT AND THE UNION HEREBY AGREE TO THE FOLLOWING:

## ARTICLE 1-A
## UNION STATUS

**1A.1** THE EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE THOSE MEMBERS OF THE UNIT IN THE PUBLIC WORKS DEPARTMENT. IT IS NOW UNDERSTOOD AND AGREED THAT ON AND FROM THE DATE OF THIS AGREEMENT, ALL NEW EMPLOYEES, WITH THE EXCEPTION OF SEASONAL EMPLOYEES, WHO HAVE WORKED A SATISFACTORY PROBATIONARY PERIOD OF ONE HUNDRED EIGHTY (180) CONSECUTIVE DAYS MAY BY THIS AGREEMENT BECOME MEMBERS OF THE UNION. IT IS FURTHER AGREED THAT THIS AGREEMENT DOES NOT INCLUDE ELECTED OFFICIALS, DEPARTMENT HEADS, FOREMEN, SUPERVISORS, SEWAGE PUMPING STATION OPERATORS, SCALE OPERATOR AND EMPLOYEES OF THE PUBLIC WORKS OFFICE.

EMPLOYEES ARE NOT REQUIRED TO JOIN THE UNION AS A CONDITION OF EMPLOYMENT. EMPLOYEES WHO ARE MEMBERS OF THE UNION AS OF THE SIGNING OF THIS AGREEMENT SHALL REMAIN MEMBERS OF THE UNION FOR THE DURATION OF THE AGREEMENT EXCEPT AS OTHERWISE PROVIDED HEREIN. IF AN EMPLOYEE DOES NOT WISH TO CONTINUE MEMBERSHIP IN THE UNION, THEY MAY WITHDRAW BY WRITTEN NOTICE TO THE EMPLOYER AND THE UNION BETWEEN JUNE 15TH AND JUNE 30TH OF EACH YEAR THIS AGREEMENT IS EFFECTIVE.

IT IS RECOGNIZED THAT THE NEGOTIATIONS FOR AND ADMINISTRATION OF THE AGREEMENT ENTAILS EXPENSE WHICH APPROPRIATELY SHOULD BE SHARED BY ALL EMPLOYEES WHO ARE BENEFICIARIES OF THIS AGREEMENT. TO THIS END, IF AN EMPLOYEE IN THE BARGAINING UNIT DOES NOT JOIN, NOR CONTINUE MEMBERSHIP IN THE UNION, SUCH EMPLOYEE SHALL, AS A CONDITION OF EMPLOYMENT BY THE CITY, EXECUTE AN AUTHORIZATION FOR THE DEDUCTION OF A "REPRESENTATIVE FEE" WHICH SHALL BE A SUM EQUIVALENT TO THE MEMBERSHIP DUES AND ASSESSMENTS REQUIRED TO BE PAID BY MEMBERS OF THE UNION.

THE UNION SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, REPRESENTATIVES AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY AND FOR ALL REASONABLE LEGAL COSTS THAT SHALL ARISE OUT OF OR BY REASON OF ACTION TAKEN OR NOT TAKEN BY THE CITY IN COMPLIANCE WITH THE PROVISIONS OF THIS ARTICLE. IF AN IMPROPER DEDUCTION IS MADE, THE UNION SHALL REFUND DIRECTLY TO EMPLOYEE ANY SUCH AMOUNT.

1A.2 THE PUBLIC WORKS DEPARTMENT HEREBY RECOGNIZES THAT THE UNION IS THE SOLE AND EXCLUSIVE REPRESENTATIVE OF ALL EMPLOYEES WHO ARE MEMBERS OF THE UNIT INCLUDED IN THIS AGREEMENT BY ARTICLE 1A, 1A.1 FOR THE PURPOSE OF BARGAINING WITH RESPECT TO WAGES, HOURS OF WORK AND WORKING CONDITIONS.

1A.3 UPON A SIGNED REQUEST, ON A FORM FURNISHED BY THE PUBLIC WORKS DEPARTMENT, AN EMPLOYEE MAY HAVE HIS/HER MONTHLY UNION DUES DEDUCTED FROM HIS/HER PAY, SAME TO BE DELIVERED TO THE PUBLIC WORKS PAYROLL CLERK, PROVIDED HOWEVER, THAT IF AN EMPLOYEE HAS NO CHECK COMING TO HIM/HER OR THE CHECK IS NOT LARGE ENOUGH TO SATISFY THE ASSIGNMENTS, THEN, IN THAT EVENT, NO COLLECTION SHALL BE MADE FROM SAID EMPLOYEE FOR THAT MONTH.

1A.4 EMPLOYEES ACTING IN AN OFFICIAL CAPACITY AS A MEMBER OF A GRIEVANCE OR NEGOTIATING COMMITTEE OF THE UNION WITH THE CITY OF LACONIA SHALL BE ENTITLED TO LEAVE WITH PAY FOR THE TIME ACTUALLY LOST FROM WORK. SAID TIME OFF WITH PAY SHALL NOT EXCEED A TOTAL OF FORTY 40) HOURS PER YEAR FOR THE ENTIRE MEMBERSHIP, UNLESS EXTENDED PER MUTUAL AGREEMENT, THE MEMBERSHIP SHALL BE NOTIFIED WHEN THE LEAVE WITH PAY FOR THIS PURPOSE REACHES THIRTY (30) HOURS.

1A.5 THE PUBLIC WORKS DEPARTMENT SHALL DETERMINE THE CONTENTS OF JOB DESCRIPTIONS AND WHETHER OR NOT THESE JOBS ARE NECESSARY. THE PUBLIC WORKS DEPARTMENT SHALL ALSO DETERMINE AN EMPLOYEE'S QUALIFICATIONS TO FILL THESE POSITIONS. DISAGREEMENTS ARISING OVER JOB SPECIFICATIONS AND QUALIFICATIONS AND PAY GRADE SHALL BE SETTLED AS A GRIEVANCE AND PROCESSED AS SUCH.

1A.6 REPRESENTATIVES FROM THE CITY AND FROM THE UNION AGREE TO MEET AS NEEDED TO DISCUSS AND MAKE RECOMMENDATIONS ON AREAS OF MUTUAL CONCERN.

## ARTICLE 1-B
## MANAGEMENT'S RIGHTS

**1B.1** THE DIRECTION OF DEPARTMENT OPERATIONS AND THE DETERMINATION OF THE METHODS AND THE MEANS BY WHICH SUCH OPERATIONS ARE TO BE CONDUCTED SHALL BE THE FUNCTION OF MANAGEMENT, IN ACCORDANCE WITH THE PROVISIONS OF RSA 273A.1:XI. IT SHALL BE THE RIGHT OF THE UNION, HOWEVER, TO PRESENT AND PROCESS GRIEVANCES OF ITS MEMBERS WHOSE WAGES, WORKING CONDITIONS OR STATUS OF EMPLOYMENT ARE CHANGED AS A RESULT OF MANAGEMENT'S EXERCISING THE ABOVE MENTIONED RIGHTS, WHENEVER SUCH GRIEVANCES EXIST.

IT IS UNDERSTOOD AND AGREED THAT ALL MANAGEMENT RIGHTS NOT EXPRESSLY WAIVED BY THIS CONTRACT SHALL REMAIN VESTED WITH THE CITY.

## ARTICLE II
## SENIORITY

2.1 THERE SHALL BE TWO TYPES OF SENIORITY:

(A) UNIT SENIORITY
(B) CLASSIFICATION SENIORITY

UNIT SENIORITY SHALL RELATE TO THE TIME AN EMPLOYEE HAS BEEN CONTINUOUSLY EMPLOYED BY THE DEPARTMENT. CLASSIFICATION SENIORITY SHALL RELATE TO THE LENGTH OF TIME AN EMPLOYEE HAS BEEN EMPLOYED IN A PARTICULAR GRADE CLASSIFICATION.

2.2 UNIT SENIORITY SHALL PREVAIL IN MATTERS CONCERNING LAY-OFFS AND REHIRINGS. QUALIFIED AND AVAILABLE PERMANENT EMPLOYEES SHALL BE REINSTATED BEFORE NEW EMPLOYEES ARE HIRED. THE TIME LIMITATIONS OF REHIRINGS IS ONE (1) YEAR AFTER THEIR LAY-OFF OR THEIR REFUSAL TO ACCEPT A POSTED VACANCY WHICHEVER OCCURS EARLIER.

2.3 UNIT SENIORITY SHALL BE THE TYPE CONSIDERED IN MATTERS CONCERNING "PROMOTIONS" AND "TRANSFERS" AS SET FORTH IN ARTICLE XI OF THIS AGREEMENT.

2.4 NO EMPLOYEE SHALL HAVE THE RIGHT TO REPLACE ANOTHER EMPLOYEE IN ANY CLASSIFICATION BY VIRTUE OF UNIT SENIORITY ALONE. EXCEPT IN THE EVENT OF A TEMPORARY 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 UNIT SENIORITY WITH NO REDUCTION IN PAY.

DISPLACED EMPLOYEES IN THOSE LOWER CLASSIFICATIONS SHALL HAVE THE SAME RIGHTS OF REASSIGNMENT AS REFERRED TO IN THIS 2.4.

2.5 UPON RECEIVING A PROMOTION AN EMPLOYEE'S NAME SHALL BE ENTERED AT THE BOTTOM OF THAT PARTICULAR SENIORITY CLASSIFICATION LIST TO WHICH HE/SHE HAS BEEN PROMOTED, REGARDLESS OF HIS/HER UNIT SENIORITY, AND HE/SHE SHALL BE CONSIDERED TO BE THE JUNIOR OR YOUNGEST EMPLOYEE IN THAT CLASSIFICATION REGARDLESS OF THE UNIT SENIORITY OF OTHER EMPLOYEES ALREADY IN THAT JOB, UNTIL SUCH TIME AS OTHER PROMOTIONS ARE MADE INTO THIS CLASSIFICATION SENIORITY LIST CONCERNED.

2.6 UNTIL AN EMPLOYEE HAS SERVED ONE HUNDRED EIGHTY (180) DAY PROBATIONARY PERIOD, IT SHALL BE DEEMED THAT HE/SHE HAS NO SENIORITY STATUS, AND MAY BE DISCHARGED OR LAID OFF WITH OR

WITHOUT CAUSE, AND SUCH DISCHARGE OR LAY-OFF SHALL NOT BE SUBJECT TO GRIEVANCE PROCEDURE.

2.7 AN EMPLOYEE SHALL NOT FORFEIT SENIORITY DURING ABSENCE CAUSED BY:

(A) ILLNESS RESULTING IN TOTAL/TEMPORARY DISABILITY DUE TO HIS/HER REGULAR WORK WITH THE DEPARTMENT, CERTIFIED TO BY AN AFFIDAVIT FROM WORKER'S COMPENSATION CARRIER.

(B) ILLNESS NOT THE RESULT OF HIS/HER MISCONDUCT, RESULTING IN TOTAL/TEMPORARY DISABILITY, CERTIFIED TO BY A PHYSICIAN'S AFFIDAVIT EVERY THREE (3) MONTHS.

2.8 AN EMPLOYEE SHALL LOSE HIS/HER SENIORITY FOR, BUT NOT LIMITED TO, THE FOLLOWING REASONS:

(A) ANY CAUSE FOR DISCHARGE AS SET FORTH IN ARTICLE IX, WHICH IS NOT OVERTURNED BY AN APPROPRIATE AUTHORITY.

(B) IF HE/SHE RESIGNS.

2.9 TEMPORARY EMPLOYEES, PROVIDED THEY ARE QUALIFIED, SHALL HAVE FIRST OPPORTUNITY TO BECOME PERMANENT EMPLOYEES BEFORE NEW EMPLOYEES ARE HIRED. SUCH EMPLOYEES THAT ARE HIRED ON A PERMANENT BASIS SHALL HAVE THEIR TIME WITH THE CITY, IF CONTINUOUS, APPLIED TOWARDS THEIR PROBATIONARY PERIOD.

2.10 THE EMPLOYEES' 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 II.

THIS CLASSIFICATION SENIORITY MUST HAVE BEEN CONTINUOUS IN NATURE TO MERIT CONSIDERATION UNDER THIS SECTION. THE PREPARATION AND MAINTENANCE OF THE CLASSIFICATION ROSTER SHALL BE THE RESPONSIBILITY OF THE CITY, APPROVED BY THE UNION, AND IS TO BE A PART OF THIS AGREEMENT.

2.11 IF THERE IS A LAY-OFF OR ANY REDUCTION IN THE WORK FORCE, THE PERSON WITH THE LEAST SENIORITY IN THE DEPARTMENT WILL BE LAID OFF FIRST. THESE LAID OFF EMPLOYEES WILL BE RECALLED IN THE REVERSE ORDER OF LAY-OFF. THE PERSON WITH THE MOST SENIORITY WILL BE HIRED BACK FIRST. ALL EMPLOYEES WHO HAVE BEEN LAID OFF WILL BE KEPT ON A RE-EMPLOYMENT LIST FOR A MINIMUM OF ONE (1) YEAR, IN ADDITION, IN THE EVENT LAY-OFFS ARE PROPOSED, THE CITY WILL MEET WITH UNION

REPRESENTATIVES AT LEAST TEN (10) DAYS PRIOR TO THE EFFECTIVE DATE OF SAID LAY-OFFS TO DISCUSS THE PROBLEM.

**2.12** NOTICE OF RECALL OR RE-EMPLOYMENT WILL BE SENT BY CERTIFIED MAIL TO THE EMPLOYEE'S LAST KNOWN ADDRESS. THE EMPLOYEE WILL HAVE ONE (1) WEEK TO NOTIFY THE CITY OF HIS/HER INTENTIONS.

## ARTICLE III
## EMPLOYEE WORK STATUS

**3.1** IN JUSTICE AND FAIRNESS TO THE DEPARTMENT AND TAXPAYERS AND EMPLOYEES, ALL EMPLOYEES SHALL BE REQUIRED TO REPORT TO WORK ON TIME; SHALL NOT LEAVE THE JOB EARLY; SHALL BE PROMPT IN REPORTING TO THEIR ASSIGNED DUTIES, AND SHALL FAITHFULLY PERFORM THEIR DUTIES; AND THE DEPARTMENT SHALL TREAT ITS EMPLOYEES FAIRLY AND GIVE THEM ALL HUMANE CONSIDERATION.

THE PUBLIC WORKS DEPARTMENT MAY ADOPT RULES FOR THE OPERATION OF THE DEPARTMENT AND THE CONDUCT OF EMPLOYEES, PROVIDED SUCH RULES DO NOT CONFLICT WITH ANY PROVISIONS OF THIS AGREEMENT.

**3.2** THE WORK WEEK SHALL BE FORTY (40) HOURS AND SHALL CONSIST OF FIVE (5), EIGHT (8) HOUR DAYS. ANY ADDITIONAL WORK REQUIRED OVER THE FORTY (40) HOURS OR BEYOND EACH EIGHT (8) HOURS IN A DAY, SHALL BE PAID ON THE BASIS OF TIME AND ONE-HALF (1-1/2). DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED IN EXCESS OF SIXTEEN 16) IN ANY ONE DAY. FOR THE PURPOSE OF COMPUTING PAY, THE WORK DAY SHALL RUN FROM 7:00 A.M. TO 7:00 A.M.. AN UNPAID 30 MINUTE LUNCH PERIOD WILL BE PROVIDED EACH DAY.

**3.2 A.** SHOULD IT BE DESIRABLE TO DEPART FROM THE NORMAL WORKDAY OR WORKWEEK IN THE INTEREST OF EFFICIENT OPERATIONS OR UPON THE REQUEST OF AN EMPLOYEE OR EMPLOYEES, A DEVIATION FROM THE NORMAL WORK SCHEDULE WILL BE ALLOWED BY MUTUAL AGREEMENT OF THE DEPARTMENT HEAD AND THE BARGAINING UNIT EMPLOYEE OR BARGAINING UNIT EMPLOYEES. THE DEPARTMENT HEAD SHALL GIVE A TWO (2) DAY NOTIFICATION.

IN THOSE CASES WHERE ALL BARGAINING UNIT EMPLOYEES ARE ASKED OR THE UNION ASKS ON BEHALF OF THE BARGAINING UNIT EMPLOYEES TO DEVIATE FROM THE NORMAL SCHEDULE, IT WILL OCCUR ONLY WITH THE AGREEMENT OF THE UNION AND THE DEPARTMENT HEAD. IN THOSE INSTANCES, THE SCHEDULES OF ALL MEMBERS WILL BE ADJUSTED.

IF AN EMPLOYEE OR EMPLOYEES AGREE TO DEPART FROM THE NORMAL SCHEDULE, THERE WILL BE NO PRECEDENT SET. THE NORMAL

WORKDAY WILL BE 7:00 AM TO 12:00 NOON AND 12:30 PM TO 3:30 PM, MONDAY THROUGH FRIDAY.

3.3 EMPLOYEES NOT EXPECTING TO WORK BECAUSE OF EMERGENCIES OR OTHER JUSTIFIABLE CAUSES MUST NOTIFY THEIR FOREMAN AT LEAST FIFTEEN (15) MINUTES BEFORE STARTING TIME, IF POSSIBLE. THIS PROVISION SHALL NOT BE INTERPRETED AS CONDONING REPEATED ABSENCES FROM WORK ON THE PART OF THE EMPLOYEE. IT IS AGREED THAT ANY EMPLOYEE LEAVING HIS/HER WORK WITHOUT A LEGITIMATE REASON WILL FORFEIT HIS/HER TIME WHILE ABSENT FROM HIS/HER JOB. EMPLOYEES LEAVING THE CITY DURING THE WINTER MONTHS SHALL NOTIFY THE DEPARTMENT SO THAT WORK SCHEDULES CAN BE ARRANGED.

3.4 DECISION TO STOP WORK OF THE DEPARTMENT BECAUSE OF WEATHER IS VESTED IN THE DIRECTOR OF PUBLIC WORKS.

3.5 OVERTIME WORK SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG ANY AND ALL EMPLOYEES WHO WILLINGLY RESPOND TO THE CALL FOR SUCH WORK. A SENIORITY ROSTER SHALL BE USED FOR THIS PURPOSE. EMPLOYEES ASSIGNED SPECIFIC DUTIES SHALL BE EXCLUDED FROM THIS PROVISION. WHEN CALLED OR RECALLED AFTER HAVING WORKED EIGHT (8) HOURS, SUCH OVERTIME WILL BE FOR A MINIMUM OF THREE (3) HOURS, PROVIDING HOWEVER, ONLY ONE (1) CALL OUT WILL BE ALLOWED IN ANY THREE (3)HOUR PERIOD. THE MINIMUM OF THREE (3)HOURS SHALL NOT APPLY WHEN CALLED TO WORK THREE (3)HOURS OR LESS BEFORE ONE'S REGULARLY SCHEDULED WORK DAY. FOR EXAMPLE; IF ONE IS CALLED IN TO WORK TWO (2) HOURS EARLY, OVERTIME SHALL BE FOR A MINIMUM OF TWO (2) HOURS. IF ONE IS CALLED IN TO WORK ONE (1) HOUR EARLY, THE OVERTIME SHALL BE FOR A MINIMUM OF ONE (1) HOUR.

3.6 EMPLOYEES SHALL BE ENTITLED TO A FIFTEEN (15) MINUTE "COFFEE BREAK" IN THE MORNING AND AFTERNOON. THIS PRACTICE MAY BE RESCINDED FOR JUST CAUSE ON A CASE BY CASE BASIS BY THE DIRECTOR OR PUBLIC WORKS IF AN INDIVIDUAL ABUSES THE PRIVILEGE.

3.7 IT SHALL BE THE RESPONSIBILITY OF ANY EMPLOYEE HAVING CUSTODY OF ANY DEPARTMENT EQUIPMENT OR PROPERTY TO SEE THAT IT IS PROPERLY CARED FOR AND RETURNED TO ITS PLACE OF STORAGE.

3.8 IF ANY EMERGENCY JOB IS NOT COMPLETED BY QUITTING TIME AND THE EMPLOYEE IS ASKED TO WORK OVERTIME HE/SHE SHALL DO SO. IF THE EMPLOYEE HAS A VALID REASON FOR NOT WORKING HE/SHE SHALL SO INFORM HIS/HER SUPERIOR AND HE/SHE SHALL NOT BE REQUIRED TO WORK. DISAGREEMENTS ARISING HERE SHALL BE PROCESSED AS A GRIEVANCE UNDER THE GRIEVANCE PROCEDURE. THE SENIOR PERSON AND/OR SENIOR GRADE PERSON WILL BE

RESPONSIBLE FOR THE PERFORMANCE OF SMALL CREWS.

EMPLOYEES TEMPORARILY ASSIGNED TO HIGHER RATED JOBS SHALL RECEIVE THEIR REGULAR RATE OF PAY WHILE OCCUPYING SUCH POSITION.

IN CASES WHERE AN EMPLOYEE IS CONTINUOSLY REQUIRED TO PERFORM THE DUTIES AND RESPONSIBILITIES OF A HIGHER PAYING CLASSIFICATION FOR A PERIOD EXCEEDING FIFTEEN CONSECUTIVE WORKDAYS, SUCH AS DURING VACATION, ILLNESS OR OTHER ABSENCES OF THE HIGHER POSITION. THE EMPLOYEE SHALL BE PAID AT THE NEXT HIGHEST RATE OF PAY OF THE HIGHER PAYING CLASSIFICATION.

## ARTICLE IV
## SAFETY AND TRAINING

**4.1** PROTECTIVE EQUIPMENT SHALL BE FURNISHED TO ALL EMPLOYEES PERFORMING THAT WHICH REQUIRES THE USE OF SUCH PROTECTIVE EQUIPMENT. THE DETERMINATION OF NEED OF SUCH EQUIPMENT SHALL BE MADE BY THE DIRECTOR OF PUBLIC WORKS. PROTECTIVE EQUIPMENT MADE AVAILABLE TO EMPLOYEES BY THE CITY SHALL BE WORN AND USED IN ACCORDANCE WITH INSTRUCTION ISSUED BY THE DEPARTMENT SUPERINTENDENT OR FOREMAN. FAILURE TO USE OR WEAR PRESCRIBED SAFETY EQUIPMENT SHALL RESULT IN DISCIPLINARY ACTION.

**4.2** IN ORDER THAT THE PUBLIC WORKS DEPARTMENT EMPLOYEES BECOME AS WELL TRAINED AS POSSIBLE, IT WILL SOMETIMES BE NECESSARY FOR SPECIFIC EMPLOYEES TO BE SENT TO TRAINING SCHOOLS. IN THE EVENT THESE SCHOOLS REQUIRE TRAVEL OF ANY DISTANCE AND OVERNIGHT STAY, THE PUBLIC WORKS DEPARTMENT AGREES TO THE FOLLOWING: STRAIGHT TIME PAY FOR THE REGULAR EIGHT (8) HOUR DAY. ALL TRAVEL, MEALS, LODGING AND SCHOOL RELATED COSTS SUCH AS TUITION, SUPPLIES, AND BOOKS WILL BE PAID BY PUBLIC WORKS DEPARTMENT. AT NO TIME WILL THE PUBLIC WORKS DEPARTMENT BE REQUIRED TO PAY OVERTIME FOR ATTENDANCE OR TRAVEL TO THE VARIOUS SCHOOLS EXCEPT AS OTHERWISE PROVIDED BY FEDERAL OR STATE STATUTE.

## ARTICLE V
## VACATION LEAVE

**5.1** ANY EMPLOYEE WHO HAS WORKED FOR THE PUBLIC WORKS DEPARTMENT CONTINUOUSLY FOR A PERIOD OF ONE (1) YEAR SHALL RECEIVE TWO (2) WEEKS PAID VACATION AT HIS/HER REGULAR WEEKLY RATE. AFTER HE/SHE HAS CONTINUOUSLY WORKED FOR A PERIOD OF TEN (10) YEARS OR MORE, HE/SHE SHALL RECEIVE THREE (3) WEEKS PAID VACATION AT HIS/HER REGULAR WEEKLY RATE, AND AFTER HE/SHE HAS WORKED CONTINUOUSLY FOR A PERIOD OF TWENTY (20)

YEARS OR MORE HE/SHE SHALL RECEIVE FOUR (4) WEEKS PAID VACATION AT HIS/HER REGULAR WEEKLY RATE.

5.2 VACATION LEAVE OF FIVE (5) OR MORE DAYS MUST BE SUBMITTED AT LEAST SEVEN (7) DAYS PRIOR TO TAKING SUCH LEAVE. REQUESTS FOR UP TO FOUR (4) CONSECUTIVE DAYS MAY BE SUBMITTED LESS THAN SEVEN DAYS PRIOR TO TAKING SUCH LEAVE. NO EMPLOYEE WILL BE DENIED TAKING ACCRUED VACATION DURING THE PERIOD REQUESTED UNLESS EXTENUATING CIRCUMSTANCES DETRIMENTAL TO OPERATIONAL NEEDS AS DETERMINED BY THE DEPARTMENT. EMPLOYEES DESIRING PAY FOR THEIR PAID VACATION PRIOR TO BEGINNING THEIR VACATION MUST HAVE THE APPOPRIATE COPY OF THEIR APPROVED APPLICATION FOR LEAVE FORM TO FINANCE AT LEAST SEVEN (7) DAYS PRIOR TO THE EXPECTED PAYMENT WITH THE "PAY AHEAD" SECTION COMPLETED. IF A HOLIDAY OCCURS DURING AN EMPLOYEE'S VACATION LEAVE, SAID DAY WILL BE CLASSIFIED AS A HOLIDAY AND NOT AS A VACATION LEAVE DAY.

5.3 UPON TERMINATION OF SERVICE OR DEATH OF AN EMPLOYEE, THE CITY AGREES TO PAY ONE-HUNDRED PERCENT (100%) OF ANY UNUSED VACATION LEAVE TO THE EMPLOYEE OR HIS/HER ESTATE AS THE CASE MAY BE.

5.4 IF AN EMPLOYEE IS CALLED BACK TO WORK WHILE ON VACATION, PERSONAL OR BEREAVEMENT LEAVE, SAID EMPLOYEE SHALL RECEIVE TIME AND ONE-HALF FOR ALL HOURS WORKED.

## ARTICLE VI
## LEAVE OF ABSENCE

6.1 THE DIRECTOR OF PUBLIC WORKS IS AUTHORIZED TO APPROVE LEAVE OF ABSENCE WITHOUT PAY TO EMPLOYEES FOR PERIODS NOT EXCEEDING TWELVE (12) MONTHS, WHEN SUCH IS DEEMED BY THE DIRECTOR OF PUBLIC WORKS TO BE IN THE BEST INTEREST OF THE EMPLOYEE AND THE CITY.

## ARTICLE VII
## BEREAVEMENT LEAVE

7.1 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 DEATH OF HIS/HER:

| | |
|---|---|
| SPOUSE | SISTER |
| FATHER | BROTHER |
| MOTHER | CHILD/STEP CHILD |
| FATHER-IN-LAW | MOTHER-IN-LAW |
| STEP FATHER | STEP MOTHER |

OR

RELATIVE DOMICILED IN THE EMPLOYEE'S HOUSEHOLD.

7.2 SPECIAL LEAVE OF ONE (1) WORKING DAY 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 | AUNT |
| GRANDFATHER | UNCLE |
| BROTHER-IN-LAW | |

7.3 UNDER EXTENUATING CIRCUMSTANCES, TWO (2) ADDITIONAL DAYS WITH PAY MAY BE GRANTED UNDER SECTION 7.1 AND 7.2, WITH THE WRITTEN APPROVAL OF THE PUBLIC WORKS DIRECTOR. THE ABOVE SHALL BE CHARGEABLE TO SICK LEAVE.

## ARTICLE VIII
## SICK LEAVE

8.1 SICK LEAVE SHALL BE GRANTED AT THE RATE OF ONE (1) DAY PER MONTH. SICK LEAVE SHALL BECOME DUE AS EARNED AND SHALL BE ALLOWED TO ACCUMULATE TO SEVENTY EIGHT (78) DAYS EFFECTIVE 7/1/95; AND TO 84 DAYS EFFECTIVE 7/1/96, AND TO 90 DAYS EFFECTIVE 7/1/97.

8.2 THE DEPARTMENT SHALL HAVE THE RIGHT AT ALL TIMES TO INVESTIGATE ANY SICKNESS CLAIMED BY AN EMPLOYEE. THIS MAY INCLUDE VERIFICATION OF ILLNESS BY A PHYSICIAN PRIOR TO PAYMENT OF SICK LEAVE IF ABUSE IS SUSPECTED.

8.3 SICK LEAVE SHALL BE CONSIDERED AN EARNED RIGHT AND SHALL COME DUE AS EARNED AND MAY BE USED FOR ACTUAL SICKNESS OR DISABILITY OF THE EMPLOYEE; TO MEET DENTAL APPOINTMENTS OR TO TAKE PHYSICAL EXAMINATIONS OR OTHER SICKNESS PREVENTION MEASURES.

8.4 UPON DEATH OR RETIREMENT BY THE N.H. RETIREMENT SYSTEM FOR PERMANENT RETIREMENT, ALL OF THE UNUSED SICK LEAVE WILL BE PAID TO THE EMPLOYEE OR HIS BENEFICIARY. THE EMPLOYEES IDENTIFIED IN ADDENDUM #3 WILL BE GRANDFATHERED AS LISTED IN THAT ADDENDUM.

8.5 IN EACH CASE OF AN ABSENCE FOR SICK LEAVE OF MORE THAN THREE (3) DAYS, IT SHALL BE THE RESPONSIBILITY OF THE DEPARTMENT HEAD TO OBTAIN A WRITTEN OR VERBAL STATEMENT FROM A DISINTERESTED PERSON WHICH SUBSTANTIATES THE ABSENCE. IN THE CASE OF EMPLOYEES WITH CHRONIC ILLNESS OR LONG TERM ILLNESS, THE DIRECTOR OF PUBLIC WORKS MAY REQUIRE

A SIGNED MEDICAL STATEMENT OR SIGNED MEDICAL CERTIFICATE SETTING FORTH CONDITIONS UNDER WHICH THE EMPLOYEE MAY RETURN TO WORK.

**8.6** ABUSE OF SICK LEAVE MAY BE SUBJECT TO DISCIPLINARY ACTION. AN ABSENCE OF THREE (3) DAYS FROM WORK WITHOUT NOTIFICATION TO THE DEPARTMENT WILL SERVE AS A BASIS FOR DISMISSAL.

**8.7** AN EMPLOYEE WHO DOES NOT UTILIZE SICK LEAVE IN THREE(3) CONSECUTIVE MONTHS SHALL BE CREDITED WITH ONE (1) PERSONAL DAY EXCEPT THAT AN EMPLOYEE SHALL BE ALLOWED UP TO FOUR (4) HOURS OFF IN EACH THREE (3) MONTH PERIOD WITHOUT AFFECTING PERSONAL DAY ELIGIBILITY. PERSONAL DAYS WILL NOT ACCUMULATE BEYOND TEN (10) EACH CALENDAR YEAR. ANY EMPLOYEE WHOSE PERSONAL DAYS EXCEED TEN (10) ON THE EFFECTIVE DATE OF THIS CONTRACT WILL HAVE THE FOLLOWING TWELVE (12) MONTHS TO REDUCE THE ACCUMULATED PERSONAL DAYS TO BELOW TEN (10). PERSONAL DAYS WILL CONTINUE TO BE EARNED DURING THIS TIME. SUCH PERSONAL DAYS SHALL BE TAKEN AT A TIME MUTUALLY AGREEABLE TO THE EMPLOYEE AND THE IMMEDIATE SUPERVISOR. BEREAVEMENT LEAVE AND A WORKER'S COMPENSATION ACCIDENT WHICH BECAUSE OF LENGTH OF TIME IS CHARGED TO SICK LEAVE, SHALL NOT COUNT AS SICK LEAVE UTILIZATION FOR THE PURPOSE OF ACCUMULATION OF PERSONAL DAYS.

EMPLOYEES WITH SICK LEAVE ACCUMULATION BETWEEN 30 AND 59 DAYS AT THE END OF THE CONTRACT YEAR SHALL BE ENTITLED TO ONE (1) ADDITIONAL PERSONAL DAY.

EMPLOYEES WITH SICK LEAVE ACCUMULATION BETWEEN 60 AND 89 DAYS AT THE END OF THE CONTRACT YEAR SHALL BE ENTITLED TO TWO (2) ADDITIONAL PERSONAL DAYS.

EMPLOYEES WITH SICK LEAVE ACCUMULATION OF NINETY (90) DAYS AT THE END OF THE CONTRACT YEAR SHALL BE ENTITLED TO THREE (3) ADDITIONAL PERSONAL DAYS.

UPON SEVERANCE OF SERVICE AN EMPLOYEE SHALL RECEIVE ONE HUNDRED PERCENT (100%) OF ANY UNUSED PERSONAL DAYS.

AN AFSCME #534 REPRESENTATIVE SHALL SERVE ON THE SAFETY COMMITTEE.

AFTER THIRTY (30) CONSECUTIVE WORK DAY'S ABSENCE FROM WORK AS A RESULT OF EMPLOYEE SICKNESS, ACCRUAL OF SICK LEAVE AND VACATION LEAVE SHALL CEASE UNTIL THE EMPLOYEE RETURNS TO WORK.

**8.8** ANY EMPLOYEE RETURNING FROM A LAYOFF OF ONE (1) YEAR OR LESS SHALL HAVE ALL PREVIOUSLY UNUSED SICK LEAVE RESTORED TO HIS/HER CREDIT.

## ARTICLE IX
## HOLIDAYS

**9.1** EMPLOYEES SHALL BE PAID AT THEIR REGULAR RATE OF PAY, THE FOLLOWING NAMED HOLIDAYS:

NEW YEARS DAY

WASHINGTON'S BIRTHDAY

MEMORIAL DAY

FOURTH OF JULY

LABOR DAY

COLUMBUS DAY

VETERAN'S DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

IF THE HOLIDAY FALLS ON A SUNDAY, THE FOLLOWING DAY - (MONDAY) SHALL BE CONSIDERED THE HOLIDAY. IF THE HOLIDAY FALLS ON A SATURDAY, THE PRECEDING DAY (FRIDAY) SHALL BE CONSIDERED THE HOLIDAY. IF AN EMERGENCY MAKES IT NECESSARY FOR A PERMANENT EMPLOYEE TO WORK ON A HOLIDAY, HE/SHE SHALL BE PAID ON THE BASIS OF TIME AND ONE-HALF (1-1/2 ) FOR THE HOURS WORKED IN ADDITION TO HIS/HER HOLIDAY ALLOWANCE.

* IN ADDITION, EMPLOYEES ARE ENTITLED TO ONE (1) FLOATING HOLIDAY PER YEAR PROVIDED THE EMPLOYEE GIVES SEVEN (7) DAYS NOTICE; NO MORE THAN ONE (1) EMPLOYEE PER DAY MAY BE OUT ON A FLOATING HOLIDAY FROM NOVEMBER 15TH THROUGH APRIL 15TH; NO MORE THAN FIVE (5) EMPLOYEES MAY BE OUT ON ANY OTHER FLOATING HOLIDAY AND FLOATING HOLIDAYS MUST BE USED WITHIN THE CALENDAR YEAR THEY ARE EARNED.

9.2 FOR AN EMPLOYEE TO QUALIFY FOR PAY FOR AN UNWORKED HOLIDAY, THE EMPLOYEE MUST HAVE WORKED HIS/HER LAST SCHEDULED WORK DAY AFTER THE HOLIDAY IS OBSERVED WITH THE EXCEPTION THAT IF THE EMPLOYEE IS ON SICK LEAVE ON EITHER OF THESE DAYS, HE/SHE WILL BE PAID FOR THE HOLIDAY IF HE/SHE HAS A MEDICAL CERTIFICATE SIGNED BY A DOCTOR. ANY EMPLOYEE CALLED IN FOR EMERGENCY WORK ON THESE HOLIDAYS, PROVIDED HE/SHE IS CONTACTED, MUST REPORT FOR WORK OR HE/SHE WILL RECEIVE NO PAY FOR THE HOLIDAY UNLESS HE/SHE IS EXCUSED.

## ARTICLE X
## DISCIPLINARY PROCEDURES

10.1 ALL DISCIPLINARY ACTIONS SHALL BE APPLIED IN A FAIR MANNER AND SHALL BE CONSISTENT WITH THE INFRACTION FOR WHICH DISCIPLINARY ACTION IS BEING APPLIED.

10.2 ALL SUSPENSIONS AND DISCHARGES MUST BE IN WRITING WITH THE REASON STATED AND A COPY GIVEN TO THE EMPLOYEE AND THE UNION, AT THE TIME OF SUSPENSION OR DISCHARGE.

10.3 DISCIPLINARY ACTIONS SHALL NORMALLY FOLLOW THIS ORDER: (EXCEPT FOR GROSS MISCONDUCT)

(A) A VERBAL WARNING
(B) A WRITTEN WARNING
(C) SUSPENSION WITHOUT PAY
(D) DISCHARGE

10.4 AN EMPLOYEE MAY BE SUSPENDED OR DISCHARGED FOR, BUT NOT LIMITED TO THE FOLLOWING REASONS:

(A) MISCONDUCT DURING EMPLOYMENT
(B) INCOMPETENCY OR INEFFICIENCY
(C) FAILURE TO PERFORM ASSIGNED DUTIES
(D) DISOBEDIENCE OF HIS/HER SUPERVISORS
(E) CONVICTION OF A FELONY
(F) FAILURE TO OBSERVE RULES AND REGULATIONS
(G) INCOMPATIBILITY WITH OTHER EMPLOYEES
(H) UNAUTHORIZED ABSENCES FROM DUTY
(I) INTOXICATION WHILE ON DUTY

10.5 NO EMPLOYEE SHALL BE DISCHARGED WITHOUT JUST CAUSE. THE CITY RETAINS THE RIGHT TO KEEP ALL RECORDS PERTAINING TO ANY DISCIPLINARY ACTION TAKEN AGAINST AN EMPLOYEE. HOWEVER, AFTER TWO (2) YEARS WITHOUT INCIDENT, AN EMPLOYEE'S DISCIPLINARY RECORD MAY NOT BE USED FOR ANY PURPOSE IN ANY ARBITRATION OR DISCIPLINARY HEARING, PROVIDED, HOWEVER THAT SUCH A RECORD MAY BE USED FOR PURPOSES OF IMPEACHMENT IF THE EMPLOYEE VOLUNTEERS INFORMATION CONCERNING HIS DISCIPLINARY HISTORY.

## ARTICLE XI
## GRIEVANCE PROCEDURE

**11.1** A GRIEVANCE FOR THE PURPOSE OF THIS AGREEMENT IS A COMPLAINT AGAINST THE EMPLOYER BY AN EMPLOYEE(S) OR THE UNION WITH RESPECT TO THE MEANING AND/OR APPLICATION OF A PROVISION(S) OF THIS AGREEMENT.

**11.2** A GRIEVANCE MUST BE FILED WITHIN EIGHT (8) WORKING DAYS OF ITS OCCURRENCE OR WHEN THE EMPLOYEE, BY REASONABLE DILIGENCE SHOULD HAVE KNOWN OF ITS OCCURRENCE.

GRIEVANCES SHALL BE PROCESSED IN THE FOLLOWING MANNER:

(A) BETWEEN THE AGGRIEVED EMPLOYEE, A UNION REPRESENTATIVE AND THE IMMEDIATE SUPERVISOR. A DECISION TO BE RENDERED IN TWO (2) WORKING DAYS. THIS STEP MAY BE EITHER WRITTEN OR VERBAL.

(B) AN UNFAVORABLE DECISION BY THE SUPERVISOR MAY BE APPEALED TO THE DEPARTMENT HEAD WITHIN FIVE (5) WORKING DAYS AND THE DEPARTMENT HEAD HAS THREE (3) WORKING DAYS TO RENDER HIS/HER DECISION. THIS STEP SHALL BE IN WRITING AND ALL SUBSEQUENT STEPS SHALL BE IN WRITING.

(C) AN UNFAVORABLE DECISION BY THE DEPARTMENT HEAD MAY BE APPEALED TO THE CITY MANAGER WITHIN FIVE (5) WORKING DAYS. THE CITY MANAGER HAS TEN (10) WORKING DAYS TO RENDER A DECISION.

(D) AN UNFAVORABLE DECISION BY THE CITY MANAGER MAY BE APPEALED TO THE AMERICAN ARBITRATION ASSOCIATION WITHIN TEN (10) WORKING DAYS. THE DECISION OF THE AMERICAN ARBITRATION ASSOCIATION SHALL BE FINAL AND BINDING. THE TOTAL FEES AND EXPENSES OF THE ARBITRATION SHALL BE BORNE BY THE LOSING PARTY. ALL DECISIONS INVOLVING WAGES, WAGE RATES,PROMOTIONS, DEMOTIONS, HOURS WORKED AND NOT WORKED SHALL BE RETROACTIVE TO THIRTY (30) WORKING DAYS PRIOR TO THE DATE THE GRIEVANCE FIRST OCCURRED. HOWEVER, IN NO CASE SHALL THE DECISION BE RETROACTIVE TO MORE THAN THIRTY (30) WORKING DAYS PRIOR TO THE DATE THE GRIEVANCE WAS FIRST FILED.

*FOR PURPOSES OF ADMINISTRATION, WORKING DAYS SHALL BE DEFINED AS MONDAY THORUGH FRIDAY EXCLUSIVE OF HOLIDAYS.

## ARTICLE XII
## PROMOTIONS AND TRANSFERS

12.1 THE DEPARTMENT 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.

12.2 ALL PROVISIONS OF CITY OF LACONIA, PERSONNEL RULES AND REGULATIONS NOT IN CONFLICT WITH THE PROVISIONS OF THIS AGREEMENT SHALL APPLY. THE CITY OF LACONIA, PERSONNEL RULES AND REGULATIONS ARE HEREBY MADE PART OF THIS ARTICLE.

## ARTICLE XIII
## JOB POSTING

13.1 THE CITY AGREES THAT WHENEVER A NEW UNIT JOB IS CREATED OR A VACANCY OCCURS THAT THIS JOB WILL BE POSTED IMMEDIATELY AND WILL REMAIN POSTED FOR TEN (10) DAYS. THIS POSTING WILL INCLUDE THE NAME OF THE JOB, THE REQUIREMENTS AND PAY GRADE, ALSO THE WORKING HOURS.

THE UNION SHALL BE PROVIDED WITH THE RESULTS OF THE COMPETITIVE EXAMINATION PROCESS PROVIDED THE CITY WILL NOT REVEAL ANY NAMES AND THE UNION SHALL NOT ATTEMPT TO SUBSTITUTE ITS JUDGMENT OF THE RESULTS FOR MANAGEMENT'S.

13.2 ALL EMPLOYEES ON VACATION, SICK LEAVE OR ABSENT FOR ANY AUTHORIZED REASON HAVE THE RIGHT TO HAVE THEIR NAME PLACED ON THE LIST BY THE STEWARD UNTIL THE EMPLOYEE RETURNS AND SIGNIFIES HIS/HER DESIRE.

## ARTICLE XIV
## NEGOTIATIONS

14.1 ANY PARTY DESIRING TO BARGAIN SHALL SERVE WRITTEN NOTICE OF ITS INTENTIONS ON THE OTHER PARTY AT LEAST ONE HUNDRED AND TWENTY (120) DAYS BEFORE THE BUDGET SUBMISSION DATE. THIS NOTICE TO BARGAIN SHALL BE DELIVERED TO THE OTHER PARTY BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ONE HUNDRED AND TWENTY (120) DAYS PRIOR TO THE FEBRUARY 15TH BUDGET SUBMISSION DATE. SAID NOTICE SHALL GIVE THE DATES AND TIMES THE PARTY IS AVAILABLE FOR NEGOTIATIONS.

14.2 WAGE SCALES SHALL BE INCREASED BY **THREE PERCENT (3.0%)** EFFECTIVE **JULY 1, 2007; THREE PERCENT (3.0%) ON JULY 1, 2008,** AND **TWO PERCENT (2.0%) ON JULY 1, 2009.** EFFECTIVE

JULY 1, 2005 ADD TWO ADDITIONAL STEPS (STEP 8 AND STEP 9) AT $.25 EACH.

WAGE ADJUSTMENT RATES SHALL BE AS PROVIDED IN APPENDICES A, B AND C FOR THE RESPECTIVE YEARS.

**EMPLOYEES ARE ENCOURAGED TO PARTICIPATE IN THE ROADS SCHOLAR PROGRAM WITH A GOAL TOWARDS ACHIEVING LEVEL I CERTIFICATION. THE CITY WILL KEEP THE EMPLOYEES ADVISED OF APPROVED COURSES OFFERED THROUGHOUT THE YEAR.**

**UPON RECEIPT OF CURRENT COURSE OFFERINGS, THE CITY WILL POST FOR TWO WEEKS AT DPW. EMPLOYEES WILL BE REQUIRED TO SUBMIT THEIR REQUEST FOR ATTENDANCE IN WRITING USING THE PROVIDED FORM AND SUBMIT TO THE DIRECTOR DURING THE TWO-WEEK POSTING PERIOD. FINAL APPROVAL WILL BE DEPENDENT UPON DEPARTMENT OPERATIONAL REQUIREMENTS.**

**AN EMPLOYEE'S REQUEST TO PARTICIPATE IN A MAXIMUM OF 3 COURSES ANNUALLY WITHIN THE ROADS SCHOLAR PROGRAM SHALL NOT BE UNREASONABLY DENIED. A RECORD OF ALL COURSE WORK COMPLETED BY EACH EMPLOYEE SHALL BE MAINTAINED IN THE PERSONNEL OFFICE.**

**BEGINNING JULY 1, 2007 ANY EMPLOYEE WHO SUCCESSFULLY COMPLETES THREE (3) COURSE OFFERINGS WITHIN A FISCAL YEAR PERIOD WILL RECEIVE A FIVE HUNDRED DOLLAR ($500.00) STIPEND TO BE PAID IN A SEPARATE CHECK NO LATER THAN THE LAST PAY PERIOD IN JUNE.**

**14.3** ALL NEW EMPLOYEES HAVE A STARTING RATE AT STEP 1 UNLESS THE DIRECTOR OF PUBLIC WORKS DETERMINES THAT THE PERSON'S QUALIFICATIONS AND EXPERIENCE WARRANT A HIGHER STEP.

**14.4** THE DIRECTOR OF PUBLIC WORKS MAY GRANT A STEP INCREASE TO THOSE EMPLOYEES WHOSE WORK HAS BEEN SUPERIOR AND/OR WHEN HE FEELS THAT THE EMPLOYEE DESERVES A MERIT INCREASE BUT DOES NOT OTHERWISE QUALIFY FOR PROMOTION IN GRADE. ANY EMPLOYEE WHO IS PROMOTED IN GRADE WILL BE PLACED IN THE STEP WHICH HAS AN HOURLY WAGE EQUAL TO OR HIGHER THAN THE NEXT STEP THE EMPLOYEE WAS IN AT HIS/HER FORMER GRADE: I.E., AN EMPLOYEE IS GRADE II, STEP 3. HIS/HER NEW RATE AFTER PROMOTION WOULD BE GRADE III, STEP 2.

**14.5** THE EVALUATION OF AN EMPLOYEE SHALL BE COMPLETED WITHIN THIRTY (30) DAYS OF THE EMPLOYEE'S REVIEW DATE OR THE STEP WILL TAKE PLACE AUTOMATICALLY.

## ARTICLE XV
## CONTRACTING AND SUBCONTRACTING

15.1 THE UNION RECOGNIZES THAT THE PUBLIC WORKS DEPARTMENT HAS STATUTORY AND CHARTER RIGHTS AND OBLIGATIONS IN CONTRACTING FOR MATTERS RELATED TO MUNICIPAL OPERATIONS. THE RIGHT OF CONTRACTING OR SUBCONTRACTING IS VESTED IN THE PUBLIC WORKS DIRECTOR.

## ARTICLE XVI
## MEDICAL INSURANCE

16.1 BEGINNING JULY 1, 2007 THE CITY SHALL PROVIDE PRIMEX HEALTH POS HIGH $5 OPTION (K5) HEALTH INSURANCE OR COMPARABLE PLAN FOR ALL EMPLOYEES AND THEIR DEPENDENTS WITH A PRESCRIPTION DRUG CO-PAY OF $0/$20/$30.

THE CITY SHALL PAY NINETY-TWO AND ONE-HALF PERCENT (92.5%) OF THE PREMIUM AND ALL EMPLOYEES SHALL CONTRIBUTE SEVEN AND ONE-HALF (7.5%) OF THE TOTAL PREMIUM FOR ONE-PERSON, TWO-PERSON OR FAMILY COVERAGE.

BEGINNING JULY 1, 2008, THE CITY SHALL PAY NINETY PERCENT (90.0%) OF THE TOTAL PREMIUM AND ALL EMPLOYEES SHALL CONTRIBUTE TEN PERCENT (10.0%) OF THE TOTAL PREMIUM FOR ONE-PERSON, TWO-PERSON OR FAMILY.

BEGINNING JULY 1, 2007, THE CITY SHALL OFFER THE PRIMEX HMO HIGH $5 OPTION (K8) OR COMPARABLE PLAN WITH A PRESCRIPTION DRUG CO-PAY OF $0/$20/$30 AT NO COST TO THE EMPLOYEE FOR ONE-PERSON, TWO-PERSON OR FAMILY COVERAGE PROVIDING THAT THE COST DOES NOT EXCEED THE EMPLOYER COST (92.5%) OF THE POS PLAN IN YEAR ONE OF THE CONTRACT AND 90.0% OF THE POS PLAN IN YEARS TWO AND THREE OF THE CONTRACT.

IN THE EVENT THAT THE CITY NEGOTIATES A MORE FAVORABLE DEAL REGARDING HEALTH INSURANCE FOR THE OUTSTANDING CONTRACT WITH IAFF, WHICH WOULD BE IMPLEMENTED DURING THE TERM OF THIS AGREEMENT, THE CITY WILL IMPLEMENT A SIMILAR AGREEMENT FOR EMPLOYEES OF THIS UNIT AFTER MEETING WITH THE UNION AND OBTAINING ITS AGREEMENT.

IF THE HMO PLAN EXCEEDS THESE AMOUNTS, THE EMPLOYEE IS RESPONSIBLE TO PAY THE DIFFERENCE BETWEEN THE HMO PLAN AND THE CITY'S FIXED PERCENTAGE OF THE POS PLAN.

SIGNATURE PAGE

APPROVED: CITY OF LACONIA BY THE VOTE OF THE CITY COUNCIL ON

June 11, 2007

CITY MANAGER

7/24/07

DATE

LOCAL #534 AFL-CIO AFSCME

PRESIDENT

7/25/07

DATE

COUNCIL #93 REPRESENTATIVE

7-24-07

DATE

## ARTICLE XVII
## CLOTHING ALLOWANCE

17.1 EFFECTIVE **JULY 1, 2007,** THE CITY WILL PROVIDE **THREE HUNDRED AND FIFTY DOLLARS ($350.00)** TO EACH UNION EMPLOYEE FOR A CLOTHING AND BOOT ALLOWANCE.

ONE OF THE FUNCTIONS OF THE LABOR MANAGEMENT COMMITTEE OR DESIGNEES WILL BE TO ADDRESS UNIFORMITY IN DRESS, AND TO DEVELOP A LIST OF ACCEPTABLE CLOTHING STYLES AND COLOR SCHEMES. EMPLOYEES WILL PURCHASE ITEMS FROM THE APPROVED LIST WITH THEIR CLOTHING ALLOWANCE. EMPLOYEES SHALL WEAR CLOTHING TO WORK FROM THE APPROVED LIST.

17.2 BULLETIN BOARD
THE CITY WILL PROVIDE ADEQUATE SPACE ON THE PUBLIC WORKS BULLETIN BOARD FOR PROPER UNION NOTICES TO ITS MEMBERSHIP.

## ARTICLE XVIII
## EFFECTIVENESS

18.1 THIS AGREEMENT SHALL COMMENCE **JULY 1, 2007,** AND REMAIN IN FULL FORCE AND EFFECT UNTIL **JUNE 30, 2010.**

18.2 EITHER PARTY MAY PROPOSE AMENDMENTS TO THIS AGREEMENT, PROVIDED HOWEVER, THAT THEY NOTIFY THE OTHER PARTY IN WRITING WITH A LIST OF THE PROPOSED AMENDMENTS. SUCH NOTICE SHALL NOT BE LESS THAN THIRTY (30) DAYS FROM THE ANNUAL DATE OF THIS AGREEMENT.

18.3 SHOULD ANY ARTICLE, SECTION OR PORTION THEREOF OF THIS AGREEMENT BE IN VIOLATION OF STATE LAW OR A MUNICIPAL ORDINANCE OR BE HELD UNLAWFUL AND UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION OF THE COURT SHALL APPLY ONLY TO THE SPECIFIC ARTICLE, SECTION OR PORTION THEREOF DIRECTLY SPECIFIED IN THE DECISION. UPON THE ISSUANCE OF SUCH A DECISION, THE PARTIES AGREE IMMEDIATELY TO NEGOTIATE A SUBSTITUTE FOR THE INVALIDATED ARTICLE, SECTION OR PORTION THEREOF.

# APPENDIX A
## AFSCME WAGE SCALES
### Effective 7/1/07 - 6/30/08

| | EFFECTIVE 7/1/07 3.0% | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| 41A | LABORER W/OUT COMMERCIAL LICENSE | 12.50 | 12.89 | 13.17 | 13.69 | 13.91 | 14.18 | 14.46 | 14.72 | 14.98 |
| 41 | LABORER W/ COMMERCIAL LICENSE | 13.06 | 13.43 | 13.89 | 14.24 | 14.47 | 14.76 | 15.05 | 15.31 | 15.56 |
| 42 | TRUCK DRIVER | 13.81 | 14.08 | 14.46 | 14.78 | 15.03 | 15.33 | 15.63 | 15.88 | 16.14 |
| 43 | LT. EQUIP. OPERATOR | 14.76 | 15.19 | 15.80 | 16.10 | 16.39 | 16.72 | 17.05 | 17.30 | 17.56 |
| 44 | HVY EQUIPMENT OPERATOR | 16.26 | 16.87 | 17.36 | 17.90 | 18.18 | 18.55 | 18.92 | 19.18 | 19.44 |
| 45 | GENERAL EQUIP OPERATOR | 18.10 | 18.62 | 19.33 | 19.82 | 20.15 | 20.55 | 20.96 | 21.22 | 21.48 |

# APPENDIX B

## AFSCME WAGE SCALES

**Effective 7/1/08 - 6/30/09**

| | EFFECTIVE 7/1/08 3.0% | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| 41A | LABORER W/OUT COMMERCIAL LICENSE | 12.88 | 13.27 | 13.57 | 14.10 | 14.32 | 14.61 | 14.90 | 15.16 | 15.43 |
| 41 | LABORER W/ COMMERCIAL LICENSE | 13.45 | 13.83 | 14.31 | 14.67 | 14.91 | 15.20 | 15.50 | 15.76 | 16.03 |
| 42 | TRUCK DRIVER | 14.23 | 14.50 | 14.90 | 15.22 | 15.48 | 15.79 | 16.09 | 16.36 | 16.62 |
| 43 | LT. EQUIP. OPERATOR | 15.20 | 15.65 | 16.27 | 16.58 | 16.88 | 17.22 | 17.56 | 17.82 | 18.09 |
| 44 | HVY EQUIPMENT OPERATOR | 16.75 | 17.38 | 17.88 | 18.44 | 18.72 | 19.11 | 19.49 | 19.75 | 20.02 |
| 45 | GENERAL EQUIP OPERATOR | 18.64 | 19.18 | 19.91 | 20.41 | 20.75 | 21.16 | 21.59 | 21.85 | 22.12 |

# APPENDIX C

## AFSCME WAGE SCALES

**Effective 7/1/09 - 6/30/10**

| | EFFECTIVE 7/1/09 2.0% | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| 41A | LABORER W/OUT COMMERCIAL LICENSE | 13.14 | 13.54 | 13.84 | 14.38 | 14.61 | 14.90 | 15.19 | 15.46 | 15.73 |
| 41 | LABORER W/ COMMERCIAL LICENSE | 13.72 | 14.11 | 14.60 | 14.97 | 15.20 | 15.51 | 15.81 | 16.08 | 16.35 |
| 42 | TRUCK DRIVER | 14.51 | 14.79 | 15.19 | 15.53 | 15.79 | 16.10 | 16.42 | 16.69 | 16.96 |
| 43 | LT. EQUIP. OPERATOR | 15.51 | 15.96 | 16.60 | 16.91 | 17.22 | 17.56 | 17.91 | 18.18 | 18.45 |
| 44 | HVY EQUIPMENT OPERATOR | 17.09 | 17.73 | 18.23 | 18.81 | 19.10 | 19.49 | 19.88 | 20.15 | 20.42 |
| 45 | GENERAL EQUIP OPERATOR | 19.01 | 19.56 | 20.31 | 20.82 | 21.17 | 21.59 | 22.02 | 22.29 | 22.56 |