2007
LRB

# COLLECTIVE BARGAINING CONTRACT

**between**

**LACONIA ADMINISTRATIVE & TECHNICAL EMPLOYEES**

**Chapter 69, State Employees Association of New Hampshire, Local 1984 Service Employees International Union, AFL-CIO, CLC**

**and the**

**CITY OF LACONIA**

**July 1, 2007 to June 30, 2010**

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# PREAMBLE

This Contract is jointly executed and entered into by the State Employees Association of New Hampshire, Inc., Local 1984 of the Service Employees International Union, AFL-CIO, CLC, (hereinafter "Union") and the City of Laconia, New Hampshire (hereinafter "City") who shall jointly be referred to as "the Parties".

## Article I
## RECOGNITION

1.1 The City of Laconia and the State Employees Association agree that for the purposes of administration, this agreement shall pertain to all permanent non-probationary full-time and part-time employees in the following positions:

Account Clerk I
Administrative Secretary
Assessing Technician I
Assessing Technician II
Assessing Technician III
Assistant Building Inspector
Assistant Fiscal Officer
Chief Mechanic
Clerk Typist amw
Collection System ~~Chief~~ Oper.
Deputy City Clerk
Deputy Tax Collector
Engineering Tech./Construction Inspector
Engineering Technician
Foreman
**DPW Technical Adm Asst**
**Drain/Sewer Foreman**
General Foreman
Groundskeeper
Housing Rehab. Specialist
Office Clerk
Office Manager
Office Mgr./Sec.
Prgm/Waterfront Dir.
Scale Operator
Secretary
Senior Foreman
Traffic Specialist
Welfare Technician
Youth Counselor
Assistant Collect System Oper.
Planner Technician
**Automotive Maintenance Foreman**
**Account Clerk II**

1.2. The classifications or job titles used above are for description purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

The City agrees to keep the Union informed as to all changes in classifications or job titles.

1.3. Nothing in this article shall limit the right of employees to apply for upgradings or reclassifications due to changes in duties, responsibilities, minimum requirements or other appropriate factors.

## Article II
## NO STRIKES

2.1 During the term of this Agreement, no employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or other illegal activity or the withholding of services to the City of Laconia.

2.2. The Association agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in 2.1 above.

## Article III
## MANAGEMENT RIGHTS

3.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all rights and authority exercised by the City prior to the execution of this Agreement and all its usual, customary and exclusive rights, decision-making in any way incidental to its responsibility to manage the affairs of the City or any part of the City, and the City retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement and RSA 273-A.

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

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

3.2.2. To determine the need for and the qualifications of new employees, transfers and promotions.

3.2.3. 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.

3.2.4. To assign shifts, workdays, hours of work and work locations.

3.2.5. 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.

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

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

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

3.2.9. To assign and distribute work.

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

3.2.11. To contract out for goods and services.

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

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

## Article IV
## EMPLOYEE RIGHTS

4.1. There will be no discrimination against unit employees because of race, sex, color, religion, national origin, political affiliation, age, handicap, marital status, membership in or activity on behalf of the Union, or physical or mental disability, unless based upon a bonafide occupational qualification.

4.2. The Parties agree that either Union Dues or a service fee, set at 90% of the cost of Dues, will be deducted from the paychecks of all employees. Both the dues and service fees should be paid over to the Union monthly. The parties agree that any employee previously "red-circled," will be required to pay any reasonable anticipated costs associated with the Union's prosecution of a grievance in that employee's behalf, and the Union's failure to pursue a grievance for an employee who has not paid such costs should not be treated as a precedent in future grievances involving the same or similar action.

4.3. Dues Deductions:

4.3.1. Union members shall have the right to have Union dues deducted from their regular paychecks.

4.3.2. The City shall transmit monthly to the Treasurer of the State Employees Association of N.H. the dues deducted during the past month together with a list of the employees which had dues deducted and the date of such dues deductions.

4.3.3. The Union will provide a signed dues deduction authorization to the City from each member of the Union.

4.3.4. In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that week.

4.3.5. The Union agrees to indemnify and save harmless the City for any actions it may take or fail to take in connection with dues deduction.

4.3.6. The Union agrees to notify the City in writing of the amount of the dues to be deducted from each employee, and notify the City one-month in advance of any change in the amount to be deducted.

4.4 The City shall provide reasonable space on a bulletin board in City Hall, Community Center, Public Works building and Central Fire Station in a non-public area. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meeting notices, legislative enactments, decision of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations.

4.5. The City shall, upon request, furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit along with their job titles. The Union agrees to limit such requests to not more than once per quarter. The City shall provide the names of all newly hired employees to the Union within seven days from the date of hire.

4.6. The Union or its duly authorized representatives, may be allowed to use the facilities of the City for meetings when such facilities are available and with the approval of the appropriate authority.

4.7. SEA representatives may be permitted to visit the work areas at reasonable times and in reasonable places to confer on conditions of employment provided such visitations are not disruptive to the work activity. SEA representatives shall make their presence known to the immediate supervisor upon their arrival.

4.8. The City shall provide a copy of the Personnel Plan and a copy of this Contract to each new employee at the time that such employee is hired into a bargaining unit position. The Association shall provide a copy of this Contract to each employee in the bargaining unit within two weeks of its effective date.

4.9 In the event that the City amends or modifies the city Personnel Plan in any fashion, said changes shall be forwarded promptly to the Union.

## Article V
## UNION REPRESENTATIVE

5.1. The city shall recognize the following Union officers: President, Vice-President, Secretary, Treasurer and two stewards. The Union shall provide the City with a list of Union officers on an annual basis and shall notify the City of any changes.

5.2 Officers of the Union or their representatives shall be entitled to leave with pay for official Union business, conventions or training, provided, however, that the total paid leave be limited up to sixteen hours per year.

## Article VI
## NON-DISCRIMINATION

6.1. The City and the Union agree that there shall be no unlawful discrimination on the basis of religion, age, sex, race, color, national origin, marital status, or physical or mental disability unless based upon a bonafide occupational qualification.

6.2. The use of the male or female gender of nouns or pronouns is intended to refer to all employees in job classifications, regardless of sex.

## Article VII
## GRIEVANCE PROCEDURE

7.1. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

7.2. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Contract raised by the employee or City, claiming that an express written provision of this Agreement has been violated. Grievances shall be processed in writing in accordance with the following procedures within the stated time limits.

7.3. The time limit in each step may be extended by mutual agreement of the individuals involved in the step.

7.4. The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

7.5. A grievance, to be considered under this procedure, must be initiated in writing by the employee within ten (10) working days of the decision rendered in Step 1.

7.6. Failure by the City or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

7.7. No reprisals of any kind will be taken by the City or Union against any party in interest or other participant in the grievance procedure.

7.8. Procedure:

7.8.1. Step 1: The Union or any employee covered by this Contract who has a grievance shall first discuss it with his immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within ten (10) working days of its occurrence, or the grievant's first knowledge thereof. An individual employee may present an oral grievance to his employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing Contract between the parties.

7.8.2. Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Department Head within ten (10) working days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

a. The nature of the grievance; i.e., the specific provisions of the Contract which have been violated or misinterpreted or misapplied.

b. The injury and the loss which is claimed; i.e., the specific loss to the employee in pay or benefits.

c. The remedies sought.

d. Date of the alleged violation or misapplication.

The Department Head shall investigate the matter, hold a hearing and communicate a decision in writing to the grievant within ten (10) working days from receipt of the written grievance.

7.8.3. Step 3: If the employee is not satisfied with the decision, he may appeal the grievance to the City Manager in writing within five (5) working days after receipt

of the Department Head's decision. The City Manager or his designee shall hold a hearing on the grievance and render a decision in writing within twenty (20) working days after the hearing.

7.8.4. Step 4: If the decision of the City Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the City Manager of such request within ten (10) working days of receipt by the Union of the City Manager's decision. The following procedure shall be used to secure the services of an arbitrator.

The parties will attempt to agree upon a mutual satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the City Manager, the Public Employee Labor Relations Board will be notified by either or both parties and requested to designate an Arbitrator under its rules.

7.8.5. Neither the City nor the Union will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party.

7.8.6. The City Manager, the aggrieved, and the Union shall receive copies of the Arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

7.9. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement, and the appropriate remedy thereof. The Arbitrator shall be in power to determine the issues raised by the grievance as submitted in writing. The Arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not in any way limit or interfere with powers, duties and responsibilities of the City under law and applicable court decisions.

The arbitration of any grievance shall be subject to a final and binding award. If either party believes that the decision misapplies law or requires a violation of law, then that question may be appealed to a forum of competent jurisdiction.

7.9.1 Exclusions: No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth, however, if it pertains to:

a. Any matter for which a specific method of review is prescribed by the law, or;

b. Any matter which is not covered by this agreement, or;
c. Any by-law of the City pertaining to its organization, or;
d. Any matter which, according to law, is either beyond the scope of City authority or limited to action by the City alone, or;
e. Any complaint of a probationary employee, or;
f. Any matter concerning managerial policy under the management rights clause of this agreement.

7.9.2. The fee and expenses of the arbitrator shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

7.9.3. It is expressly understood that either the Association or the City may initiate informal action with the other party to resolve the grievance prior to going to arbitration. Should either party for any reason decide to reconsider the grievance, the other party shall agree to cooperate in the reconsideration. However, failure to reach a settlement shall not prejudice the request for arbitration.

## Article VIII
## HEALTH AND SAFETY

8.1. The Association shall fully cooperate with the Health and Safety efforts of the City by encouraging the employees to perform their tasks in a safe manner in accordance with the safety rules and regulations determined by the City. This language should not be viewed as preventing the Union from forcefully advocating a position contrary to that of the Safety Committee should the Union believe that there exists a situation which violates the Agreement, and on which it takes a view contrary to the Committee's.

The Parties recognize and subscribe to the requirements of State law concerning Joint Loss Management with respect to the appointment of union members to a Safety Committee.

8.2. Employees agree to exercise proper care and to be responsible for all City property issued or entrusted to them.

8.3. If the City determines special safety clothing is required, it will be provided to those employees required to wear such clothing.

8.4. In the event clothing is issued, employees issued such clothing will be responsible for normal maintenance and cleaning of such clothing.

## Article IX
## HOURS OF WORK

9.1. In the event the City determines that a change in the regular work week of any of the Departments' covered employees may be required, it shall consult with the Union on the question in an effort to reach a decision which meets the operational needs through a mutually acceptable approach. The hours of work shall, however, be established by department heads and approved by the City Manager.

9.2. There shall be fifteen minutes break time available to employees, on a department by department basis.

## Article X
## OVERTIME

10.1 Overtime shall be paid at the rate of time and one half after completion of eight (8) hours in one day/or forty (40) hours of actual work in one week. An employee may be relieved of duty in his/her regular workweek to offset overtime hours already worked, or anticipated to occur, only upon mutual agreement between the employee and the department head.

10.2. The City shall give notice when possible to the employee when overtime will be worked.

10.3. In the event that an employee is called back to work after leaving the work premises, a minimum of not less than three (3) hours pay at the overtime rate shall be paid to such employee(s), provided that a) the time is not annexed to his/her shift for the following day and/or b) the time has not been previously scheduled.

10.4. Employees shall be paid double time for all hours worked in excess of any sixteen (16) in any one (1) day. A day shall be defined as commencing at 7:00 a.m. and ending at 7:00 a.m. the following day.

## Article XI
## HOLIDAYS

11.1. The official holidays of City employees shall be as follows:

| | |
|---|---|
| New Year's Day | Columbus Day |
| Civil Rights Day | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

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

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

11.4. Employees shall forfeit holiday pay in the event the employee is absent without approved leave on the last work day prior to the holiday or the first work day following the day.

11.5. Holiday leave benefits shall be accrued based on the part time employee's normal workday for employees that work 20 hours or more.

11.6. The Civil Rights Day shall be replaced with a floating holiday if such a change is approved by City Council for non-represented staff.

## Article XII
## VACATION

12.1. Employees earn vacation leave on a monthly basis as outlined herein.

12.2. Full-time and part-time employees whose normal workweek is at least 20 hours are entitled to paid vacation.

12.3. Employees whose normal workweek is less than 20 hours are not entitled to paid vacation.

12.4. Eligible employees shall receive each month a credit toward paid vacation time based upon normal workweek excluding overtime. He or she will begin earning and accruing those credits beginning with the first month of employment. The amount of paid vacation time, which an employee earns or accrues each month, is dependent upon the number of years the employee has worked as a City employee, as follows:

- 0 to less than 10 years - .834 day per month, 10 days per year
- 10 to 20 years - 1.25 days per month, 15 days per year
- 20 or more - 1.67 days per month, 20 days per year

12.5. Definition of accrued vacation days: the total number of days of paid vacation which an employee has earned, less the number of days paid vacation the employee has taken during the same earning period of time.

12.6. Employees may take all or part of their accrued vacation beginning as early as two months after commencing employment.

12.7. Employees are not allowed to take paid vacation in excess of their accrued vacation days.

12.8. The maximum number of accrued paid vacation days, which an employee may accumulate, is limited to the total number of paid vacation days he or she is entitled to earn during an 18 month period. Hence, on January 1 of each year, the maximum number of accrued paid vacation days for employees will be limited as follows:

| Years of Service | Maximum Accrued Paid Vacation |
|---|---|
| 0 to less than 10 years | 15 days |
| 10 to 20 years | 22 1/2 days |
| 20 years or more | 30 days |

Therefore, any employee who, on January 1 of any year, possesses accrued paid vacation days exceeding the preceding maximums will automatically lose those days, which exceed the maximum. Thus, employees will begin each calendar year with entitlement to accrued paid vacation days of no more than the maximum number of days shown above.

12.9. Employees may take paid vacation ranging from one day to as many days as the employee has accrued.

12.10. Paid vacation days are for vacation during normal scheduled working days of that employee. Vacation: taken during a non-scheduled working day such as State holidays, Saturdays and Sundays is not deducted from an employee is accrued paid vacation account.

12.11. Each employee may take paid vacation to which entitled after approval of the department head.

12.12. Vacation leave must be submitted at least seven (7) days prior to taking such leave. Request for up to 4 consecutive days may be submitted less than 7 days prior to taking such leave.

12.13. The City shall pay accrued vacation upon severance of service.

12.14. Vacation leave benefits shall be accrued based on the part time employee's normal workday for employees that work 20 hours or more.

## Article XIII
## SICK LEAVE

13.1 Each probationary and permanent employee in the service of the City whose work week is thirty (30) hours or more shall accrue sick leave at the rate of one (1) day per calendar month from the date of commencement of City employment.

13.2. Sick leave may be accrued to a maximum of ninety (90) days, provided that, upon the implementation of a mutually agreed upon long term disability plan, the maximum shall be reduced to a level hereafter to be agreed to by the parties hereto.

13.3. Sick leave shall not be considered a privilege, which an employee may abuse or use at his discretion. Sick leave shall be allowed only in case of actual sickness or disability of the employee or for dental appointments or physical examinations. Sick leave may be utilized by the employee for his/her own illness or disability, for the illness or disability of those relatives domiciled in the employee's home, and for the employee's children, for medical and dental appointments for the employee, employee's children and those relatives domiciled in the employee's home.

13.4. An employee absent on sick leave shall receive pay on the same basis as if he had been present for work (regular pay rate without overtime).

13.5 To receive compensation for a period of sick leave, an employee must have had sufficient sick leave accrued and must have notified his department head prior to the normal hour of the beginning of his City duties.

13.6. In each case of an absence for sick leave, the City may, for cause, request and the employee shall provide a written validation of the reason for the absence from a licensed physician.

13.7. An employee shall not receive compensation while on sick leave if he was injured while in the paid employment of an outside employer or in cases whereby paid employment by an outside employer was the direct and principal cause of this illness.

13.8. A written notice of each sick leave taken will be submitted by each employee to the Department Head and then to the Personnel Director within one day after termination of each sick leave.

13.9. An employee who does not utilize sick leave exceeding one-half workday in any three-(3) consecutive month period shall be credited with one (1) personal day. Such personal day shall be taken at a time mutually agreeable to the employee and the Department head. In addition, an employee shall earn each year one (1) personal day for each thirty (30) banked sick days. Ten (10) personal days can be accrued, all others must be used in the following year. Bargaining unit members who have more than ten (10) accrued personal days on July 1, 2001 shall be red-circled at that number and be permitted to pull them down but not to replenish them except as necessary to attain ten (10) accrued days.

13.10. Accrued sick leave shall only be paid to an employee drawing benefits under the N.H. Retirement System and who has at least ten (10) years of service to the City.

13.11. Personal and Sick leave benefits shall be accrued based on the part time employee's normal workday for employees that work 20 hours or more.

13.12. Bereavement Leave:

13.12.1 Bereavement Leave of three (3) working days with pay shall be granted an employee in the event of the death of one or more of the following relatives. Said bereavement leave shall be taken during the next three-(3) working days immediately following notification of death.

| | |
|---|---|
| Spouse | Sister |
| Father | Brother |
| Mother | Child |
| Father-in-law | Mother-in-law |
| Step-child | Step-parent |
| Relative domiciled in the Employee's household. | Grandchild |

13.12.2 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:

| | | |
|---|---|---|
| Grandmother | Sister-in-law | Aunt/Uncle |
| Grandfather | Brother-in-law | |

13.12.3 Under extenuating circumstances, two (2) additional days with pay may be granted under sections 13.12.1 and 13.12.2 with the written approval of the Department head. The two-(2) additional days shall be chargeable to sick leave.

13.13. Leave of Absence: Employees may, with the approval of the City Manager, be granted a leave of absence for up to six (6) months. Such leave shall be without pay or other benefits and shall not count as service to the City, except as may otherwise be required by applicable state or federal law(s).

13.13.1 Pregnancy, childbirth and related medical conditions shall be considered temporary disabilities and a female employee shall be treated in the same manner as any employee affected by any other temporary disability. The City shall permit a female employee to take a leave of absences for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. The leave period shall be based on the period of temporary disability as certified by a physician. It is not designed to be parental leave for bonding or other purposes. When the employee is physically able to return to work, her original job or a comparable position will be made available to her.

The total length of the leave of absence with or without pay shall be reasonable and compatible with the circumstances of the individual case.

The employee shall be allowed to use accrued leave. Thereafter, the leave of absence shall be without pay. During such reasonable period of leave of absence, the employee shall continue to accrue leave and shall maintain other benefits provided she returns to work at the expiration of her temporary disability and works thereafter for a minimum of ten (10) months.

13.14. Jury Duty: Upon verification of service, employees who perform jury duty in any court shall be paid their regular pay less jury pay. Earned vacation shall not be charged for such service.

## Article XIV
## OTHER BENEFITS

14.1. Travel:

14.1.1 Any unit employee who is required to use his/her personal vehicle for City business shall be paid for all miles driven at the current IRS rate of reimbursement.

14.1.2. Employees who are required to attend a business related meeting, conference, or convention shall be reimbursed the reasonable cost of meals, gratuities, lodging and tolls upon presentation of receipts. Meal allowances shall not exceed:

| | |
|---|---|
| Breakfast | - $ 7.00 |
| Lunch | - $ 8.00 |
| Dinner | - $15.00 |

14.1.3. Attendance at a business related meeting, conference or convention at the direction of the City shall be considered work performed and paid at the rate of time and one-half if in addition to eight (8) hours in one day and/or forty (40)

hours of actual work in one week, inclusive of travel time from City Hall, whether traveling in a City-owned vehicle or their own.

14.2. Clothing , Boots and Tools:

14.2.1. The City reserves the right to choose the quality, type, color, brand, vendor, style and method of purchase for uniforms, clothing and safety boots which employees are required to wear to work.

Employees who are required to work outdoors in inclement weather shall be provided with rain gear.

14.2.2. Uniform and Safety Boot Allowance.
The City shall provide the following employees with clean and practicable working clothing to be laundered and provided through a uniform rental service:

| | |
|---|---|
| Chief Mechanic | Collection System Chief Operator |
| General Foreman | Assistant Collection System Operator |
| Foreman | Senior Foreman |
| Groundsman | Traffic Specialist |
| Scale Operator | Engineering Technician |
| | Construction Inspector |

In addition, the City will pay up to **one hundred and fifty dollars ($150)** for basic safety boots to the above-listed employees and the Planner Technician through an approved vendor.

Replacement boots shall be provided upon certification by the employee's supervisor of the need for replacement. Employees can select a better model safety boot and pay the difference.

Should an employee listed above as eligible for uniform services choose not to participate in that service, he/she may receive a clothing and boot allowance of **three hundred and fifty dollars ($350)** per year. Reimbursement to employees shall be based on submission of receipt identifying items purchased and cost approved by the Department Head.

14.2.3. For those mechanics required to provide their own tools, the City agrees to:

a. Provide comparable replacement for tools when broken or as determined by the City.

b. Provide tools of a specialized nature, which shall remain the property of the City.

14.3. Educational Reimbursement:

14.3.1. Employees shall be reimbursed for the cost of tuition, fees and books for courses that are, at the City's sole discretion, determined to be job related and which satisfy the following requirements.

14.3.2. Employees must make the request prior to registering for the course. The request shall be submitted to the Department Head outlining: institution offering course, course content, cost, benefit to the employee and the City.

14.3.3. Notification of approval or denial shall be made to the employee within ten (10) work days of the request. In cases of denial, the employee shall also be notified of the reason for denial.

14.3.4. In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better and a receipt for the cost of the course.

14.3.5. Requests shall be considered on a first come, first served basis. The City shall not be obligated to expend more than the sum of two thousand five hundred dollars ($2,500.00) in total in any year of this Contract for this program.

14.5. Longevity Payment:

14.5.1. Longevity bonuses shall be paid to full time employees according to the schedule shown below. A full-time employee under this provision is one whose work schedule averages a minimum of 35 hours per week during the 12 month period.

The periods of time during which an employee is not authorized to accrue annual leave or sick leave shall not be creditable time for longevity purposes. Creditable time under this provision may be effective with the date an employee begins City employment. In the event that an action of the Laconia City Council authorizes longevity payments which are higher than those set forth herein, those higher amounts shall be incorporated herein by reference.

| Creditable Year of Service | Annual Longevity Pay |
|---|---|
| 5 through 9 years | $ 30.00 per year |
| 10 through 14 years | $ 60.00 per year |
| 15 through 19 years | $ 90.00 per year |
| 20 through 24 years | $150.00 per year |
| 25 through 29 years | $210.00 per year |
| 30 through 34 years | $270.00 per year |
| 35 years until termination | $300.00 per year |

## Article XV
## INSURANCE BENEFITS

15.1 **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% of the POS plan in years two and three of the Contract.**

**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.**

In the event that the City negotiates a more favorable deal regarding Health Insurance for the two outstanding contracts with IAFF and/or AFSCME, 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.

15.2. Part time employees who work less than thirty-five (35) hours per week on a permanent basis may participate in the city's health insurance plan provided they pay 100% of the premium.

15.3. Employees may participate, through payroll deduction, in a Supplemental Retirement Plan provided in the City's current ICMA 457 Deferred Compensation Plan, so long as the City maintains the plan.

15.4 Effective July 1, 1998, any employee covered by this Agreement may participate, through payroll deduction in a City sponsored Section 125 plan to pay the health and childcare expenses with pre-tax dollars.

15.5 The City shall provide payroll deduction service for employees opting to participate in the Union-sponsored AFLAC supplemental benefits plan upon receipt of a payroll deduction form designating the amount of weekly deduction and signed by the employee. The City shall submit said deduction(s) along with a deduction summary listing the employee(s) and deduction amount quarterly to a person designated by the Union by name/title/address. The City shall provide no other services or assume any liability relative to the plan including but not limited to plan maintenance, administration, claim processing, or coverage disputes. Should the City incur any expenses beyond those associated with payroll deduction and remittance to AFLAC, the Union shall reimburse the City for said expenses.

## Article XVI
## COMPENSATION

16.1 Wages:

a. Effective **July 1, 2007**, employees in the bargaining unit shall receive a **three percent (3.0%)** adjustment computed on the **2006-2007** wage schedule. (Appendix A-1)

b. Effective **July 1, 2008**, employees in the bargaining unit shall receive a **three percent (3.0%)** adjustment computed on the **2007-2008** wage schedule. (Appendix A-2)

c. Effective **July 1, 2009**, employees in the bargaining unit shall receive a **two percent (2.0%)** adjustment computed on the 2008-2009 wage schedule. (Appendix A- 3)

d. After six months of employment, and thereafter on their anniversary dates, employees advance from step to step on the Wage Schedule

e. Effective July 1, 2005 two additional steps at $.25 each will be added.

16.2 In cases where an employee is continuously required to perform the duties and responsibilities of a higher paying classification for a period exceeding 15 consecutive workdays, the employee shall be paid at the lowest step of the pay grade for the higher paying classification which represents at least a five percent (5%) increase in his/her rate of pay.

## Article XVII
## FILLING OF VACANCIES

17.1. Full-time bargaining unit positions that are vacant and to be filled shall be posted in the Personnel and Purchasing Department and shall include salary, qualifications and closing date.

17.2. Employees who are promoted or transferred and who fail the probationary period may be returned to the same or comparable position from which they were promoted or transferred.

## Article XVIII
## EMPLOYEE EVALUATIONS

18.1. Bargaining Unit employees shall be evaluated at least once annually. The City may evaluate more frequently as it deems necessary.

18.2. Employees shall have the opportunity to review and comment on evaluations.

18.3. The employee's anniversary date is defined as the date of most recent appointment to City service, except for pay and evaluation purposes when it shall be defined as the date of appointment to the position currently held.

18.4 The evaluation of an employee shall be completed within thirty (30) days of the employee's anniversary date or the step will take place automatically.

## Article XIX
## LAYOFF AND RECALL

19.1. In the event the City determines that the work force should be reduced for any reason, excluding disciplinary actions it will do so using the following procedure:

19.2. Reduction in force shall be made in such a position, position class or classes as the department head or City Manager may designate. Lay-off shall be by position within each department. There shall be no bumping.

19.3. Position class shall mean a group of positions sufficiently alike in duties, authority and responsibility to justify the same class title, qualifications and schedule of pay to all positions in the group. An example of a position class is Secretary. For purposes of this article, each titled position shall be defined as a separate position class.

19.4. Employees in the same department and position class shall be laid off in the inverse order of their relative length of City Service in the following order:

1. Temporary employee
2. Probationary employee
3. Permanent employee

19.5. The department head or City Manager shall give written notice to the affected employee at least fourteen (14) days prior to the effective date of the lay-off.

19.6 In the event that any vacated position is to be refilled, laid off employees shall be recalled to their former position by seniority. Employees shall have a right to recall for a period of two years and it shall be the employee's responsibility to keep the City informed of his/her current address at all times. Before an employee is expected to return to work from layoff, he/she shall be given ten working days notice. Recalled employees shall be credited with all rights, benefits, leave balances, and seniority held at the time of layoff. Seniority is defined as an employee's continuous service in a bargaining unit position.

## Article XX
## DISCIPLINARY ACTIONS

20.1. The City Council and Administration are responsible to direct and manage the City. As such, they have the right and responsibility to establish rules, regulations and standards concerning the conduct and performance governing all employees. Employees have an obligation to support and carry out these requirements.

20.2. When an employee fails to meet or maintain these requirements, progressive disciplinary action will normally be taken.

20.2.1. Disciplinary action is defined as verbal or written warning, suspension or discharge and will be applied only for just cause.

Disciplinary actions will also (except in unusual instances) be applied in a progressive manner as set forth above, using the least punitive actions possible, with due regard for the severity of the offense.

Just cause shall mean there is a valid basis for the action taken and that the employee did violate the rules, regulations or standard of conduct or performance as established by the City. The elements to be considered include:

1. Did improper conduct occur?
2. Was discipline warranted?
3. Was the discipline appropriate?

20.2.2. In the event that a dispute arises over the imposition of disciplines as provided in this Article, the employee affected by the discipline may utilize the grievance procedure to resolve the dispute. All references to disciplinary actions, which are found to be unfounded shall be expunged from the employee's personnel files.

## Article XXI
## STABILITY OF THE CONTRACT

21.1. **Separability Clause**: In the event any provision of this Contract in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction (or any administrative agency having jurisdiction), all of the other terms, conditions and provisions of this Contract shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Contract, and in such event, the remainder of this Contract shall continue to be binding upon the Parties hereto.

21.1. **Waiver Clause**: Waiver by either party of the other's non-performance or violation of any term or condition of this Contract shall not constitute a waiver of any other non-performance or violation of that term or condition, or of any other term or condition of this Contract, or of the same or other non-performance or violation in the future.

## Article XXII
## DURATION

This agreement as executed by the parties shall take full force and effect beginning **July 1, 2007 and through June 30, 2010** ending at 11:59 P.M. or until a successor agreement is reached.

22.2. Re-negotiation of this Agreement will be effected by written notification by one party as required by 273-A, as amended.

Approved by the State Employee Association by its local president and its Chief Negotiator, hereunto duly authorized:

Robert Cunningham, President

Anna Marie Welch, Field Representative

Approved by the City of Laconia, by the City Manager hereunto duly authorized:

Eileen Cabanel, City Manager

Witness

# SEA WAGE SCHEDULE
## Effective 7/1/07 through 6/30/08

| 3.0% | GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Clerk Typist | 3 | 10.17 | 10.63 | 11.10 | 11.62 | 12.15 | 12.39 | 12.65 | 12.89 | 13.14 | 13.40 |
| Scale Operator | 4 | 10.67 | 11.13 | 11.66 | 12.21 | 12.79 | 13.01 | 13.27 | 13.53 | 13.79 | 14.05 |
| Office Clerk<br>Account Clerk I | 5 | 11.19 | 11.69 | 12.24 | 12.82 | 13.40 | 13.69 | 13.96 | 14.23 | 14.49 | 14.75 |
| Secretary | 6 | 11.72 | 12.27 | 12.86 | 13.44 | 14.06 | 14.33 | 14.62 | 14.91 | 15.17 | 15.43 |
| Account Clerk II | 7 | 12.37 | 12.93 | 13.50 | 14.15 | 14.80 | 15.08 | 15.38 | 15.69 | 15.94 | 16.20 |
| Deputy Tax Collector<br>Deputy City Clerk<br>Assessing Tech I<br>Groundskeeper | 8 | 12.97 | 13.55 | 14.20 | 14.84 | 15.53 | 15.80 | 16.12 | 16.45 | 16.71 | 16.96 |
| Asst Fiscal Officer<br>Admin Secretary<br>Office Mgr/ Secretary<br>Assessing Tech II | 9 | 13.62 | 14.27 | 14.91 | 15.60 | 16.36 | 16.64 | 16.97 | 17.31 | 17.57 | 17.83 |
| Prog/Waterfront Dir | 10 | 14.29 | 14.94 | 15.63 | 16.37 | 17.11 | 17.43 | 17.77 | 18.13 | 18.39 | 18.64 |
| Housing Inspector<br>Welfare Technician I<br>Office Mgr | 11 | 15.04 | 15.68 | 16.45 | 17.19 | 17.98 | 18.32 | 18.69 | 19.06 | 19.31 | 19.57 |
| Asst Chief Sys Coll<br>Youth Counselor | 12 | 15.76 | 16.51 | 17.29 | 18.05 | 18.90 | 19.27 | 19.65 | 20.04 | 20.30 | 20.56 |
| Engineering Technician<br>Foreman<br>Traffic Specialist<br>Planner Technician<br>Welfare Technician II<br>Assessing Tech III<br>DPW Tech Adm Asst | 13 | 16.57 | 17.33 | 18.10 | 18.94 | 19.84 | 20.21 | 20.62 | 21.03 | 21.29 | 21.55 |
| Chief Mechanic<br>CollectionSysChiefOp | 14 | 17.41 | 18.20 | 19.04 | 19.90 | 20.86 | 21.21 | 21.65 | 22.08 | 22.34 | 22.60 |
| Asst Bldg Inspector<br>Senior Foreman<br>Automotive Maint Foreman<br>Drain/Sewer Foreman | 16 | 19.18 | 20.06 | 20.99 | 21.96 | 22.96 | 23.38 | 23.84 | 24.33 | 24.59 | 24.84 |
| General Foreman | 17 | 20.16 | 21.06 | 22.02 | 23.02 | 24.12 | 24.57 | 25.06 | 25.54 | 25.80 | 26.06 |

# SEA WAGE SCHEDULE
## Effective 7/1/08 through 6/30/09

| 3.0% | GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Clerk Typist | 3 | 10.47 | 10.95 | 11.44 | 11.97 | 12.52 | 12.76 | 13.03 | 13.27 | 13.54 | 13.80 |
| Scale Operator | 4 | 10.99 | 11.47 | 12.01 | 12.57 | 13.18 | 13.40 | 13.66 | 13.94 | 14.21 | 14.47 |
| Office Clerk<br>Account Clerk I | 5 | 11.52 | 12.04 | 12.60 | 13.21 | 13.80 | 14.10 | 14.38 | 14.66 | 14.93 | 15.19 |
| Secretary | 6 | 12.07 | 12.64 | 13.25 | 13.84 | 14.48 | 14.76 | 15.05 | 15.36 | 15.63 | 15.89 |
| Account Clerk II | 7 | 12.74 | 13.31 | 13.91 | 14.58 | 15.25 | 15.53 | 15.84 | 16.16 | 16.42 | 16.69 |
| Deputy Tax Collector<br>Deputy City Clerk<br>Assessing Tech I<br>Groundskeeper | 8 | 13.36 | 13.96 | 14.63 | 15.29 | 16.00 | 16.27 | 16.60 | 16.94 | 17.21 | 17.47 |
| Asst Fiscal Officer<br>Admin Secretary<br>Office Mgr/ Secretary<br>Assessing Tech II | 9 | 14.03 | 14.69 | 15.36 | 16.07 | 16.85 | 17.14 | 17.48 | 17.83 | 18.10 | 18.36 |
| Prog/Waterfront Dir | 10 | 14.71 | 15.38 | 16.09 | 16.86 | 17.62 | 17.95 | 18.30 | 18.67 | 18.94 | 19.20 |
| Housing Inspector<br>Welfare Technician I<br>Office Mgr | 11 | 15.49 | 16.15 | 16.94 | 17.71 | 18.52 | 18.87 | 19.26 | 19.63 | 19.89 | 20.16 |
| Asst Chief Sys Coll<br>Youth Counselor | 12 | 16.23 | 17.01 | 17.81 | 18.59 | 19.47 | 19.85 | 20.24 | 20.65 | 20.91 | 21.18 |
| Engineering Technician<br>Foreman<br>Traffic Specialist<br>Planner Technician<br>Welfare Technician II<br>Assessing Tech III<br>DPW Tech Adm Asst | 13 | 17.07 | 17.85 | 18.64 | 19.51 | 20.43 | 20.81 | 21.24 | 21.66 | 21.93 | 22.19 |
| Chief Mechanic<br>CollectionSysChiefOp | 14 | 17.93 | 18.75 | 19.62 | 20.50 | 21.48 | 21.84 | 22.30 | 22.75 | 23.01 | 23.28 |
| Asst Bldg Inspector<br>Senior Foreman<br>Automotive Maint Foreman<br>Drain/Sewer Foreman | 16 | 19.75 | 20.67 | 21.62 | 22.62 | 23.65 | 24.08 | 24.56 | 25.06 | 25.32 | 25.59 |
| General Foreman | 17 | 20.76 | 21.70 | 22.68 | 23.71 | 24.85 | 25.30 | 25.81 | 26.31 | 26.58 | 26.84 |

# SEA WAGE SCHEDULE
## Effective 7/1/09 through 6/30/10

| 2.0% | GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Clerk Typist | 3 | 10.68 | 11.17 | 11.67 | 12.21 | 12.77 | 13.02 | 13.29 | 13.54 | 13.81 | 14.08 |
| Scale Operator | 4 | 11.21 | 11.70 | 12.25 | 12.82 | 13.44 | 13.67 | 13.94 | 14.22 | 14.49 | 14.76 |
| Office Clerk<br>Account Clerk I | 5 | 11.75 | 12.28 | 12.86 | 13.47 | 14.08 | 14.38 | 14.66 | 14.95 | 15.23 | 15.50 |
| Secretary | 6 | 12.31 | 12.89 | 13.52 | 14.12 | 14.77 | 15.05 | 15.36 | 15.67 | 15.94 | 16.21 |
| Account Clerk II | 7 | 13.00 | 13.58 | 14.19 | 14.87 | 15.55 | 15.84 | 16.16 | 16.48 | 16.75 | 17.02 |
| Deputy Tax Collector<br>Deputy City Clerk<br>Assessing Tech I<br>Groundskeeper | 8 | 13.62 | 14.24 | 14.92 | 15.59 | 16.32 | 16.60 | 16.94 | 17.28 | 17.55 | 17.82 |
| Asst Fiscal Officer<br>Admin Secretary<br>Office Mgr/ Secretary<br>Assessing Tech II | 9 | 14.31 | 14.99 | 15.67 | 16.39 | 17.18 | 17.49 | 17.83 | 18.19 | 18.46 | 18.73 |
| Prog/Waterfront Dir | 10 | 15.01 | 15.69 | 16.42 | 17.19 | 17.97 | 18.31 | 18.67 | 19.05 | 19.32 | 19.59 |
| Housing Inspector<br>Welfare Technician I<br>Office Mgr | 11 | 15.80 | 16.47 | 17.28 | 18.06 | 18.89 | 19.25 | 19.64 | 20.02 | 20.29 | 20.56 |
| Asst Chief Sys Coll<br>Youth Counselor | 12 | 16.56 | 17.35 | 18.17 | 18.96 | 19.86 | 20.25 | 20.65 | 21.06 | 21.33 | 21.60 |
| Engineering Technician<br>Foreman<br>Traffic Specialist<br>Planner Technician<br>Welfare Technician II<br>Assessing Tech III<br>DPW Tech Adm Asst | 13 | 17.41 | 18.21 | 19.01 | 19.90 | 20.84 | 21.23 | 21.66 | 22.10 | 22.37 | 22.64 |
| Chief Mechanic<br>CollectionSysChiefOp | 14 | 18.29 | 19.12 | 20.01 | 20.91 | 21.91 | 22.28 | 22.75 | 23.20 | 23.47 | 23.74 |
| Asst Bldg Inspector<br>Senior Foreman<br>Automotive Maint Foreman<br>Drain/Sewer Foreman | 16 | 20.15 | 21.08 | 22.05 | 23.07 | 24.12 | 24.56 | 25.05 | 25.56 | 25.83 | 26.10 |
| General Foreman | 17 | 21.18 | 22.13 | 23.14 | 24.19 | 25.34 | 25.81 | 26.33 | 26.84 | 27.11 | 27.38 |