

AGREEMENT

BETWEEN

L.P.A.S.E.

**(LEBANON PROFESSIONAL ADMINISTRATION
AND SALARIED EMPLOYEES)**

AND

**TEAMSTERS LOCAL
UNION 633 OF N.H.**

**AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA**

EFFECTIVE: 1/01/10 – 12/31/13

JANUARY 1, 2010 TO DECEMBER 31, 2013

Chauffeurs Teamsters and Helpers Local Union 633/LPASE

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PREAMBLE

Whereas, the intent and purpose of the parties is to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase efficiency and productivity; and to provide prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City.

Now, therefore, both parties specifically agree, that their objective is for the good and welfare of the City and Teamsters633/LPASE alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Teamsters633/LPASE regard all personnel as public EMPLOYEES governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow EMPLOYEES.

Article 1 RECOGNITION

1.0 Membership Statement

The City hereby recognizes Chauffeurs Teamsters and Helpers Local Union 633/LPASE as the sole and exclusive bargaining agent, for the purpose of establishing wage, hours and conditions of employment for all full-time, non-initial probationary EMPLOYEES as recognized in the Certification of Representation from the Public Employees Labor Relations Board (see Article 8.0).

For the purposes of this agreement Teamsters633/LPASE members are referred to as EMPLOYEES.

As of the effective date of this contract, the positions shall exist within Teamsters633/LPASE in accordance with accepted PELRB certified documentation.

1.1 Membership Maintenance

Check-Off

The City of Lebanon agrees to deduct from the pay of all EMPLOYEES covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such EMPLOYEES and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the EMPLOYEE, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an EMPLOYEE who is on the check-off is not on the payroll during the week during which the deduction is made, the EMPLOYEE must make arrangements with the Union to pay such dues in advance. The City of Lebanon shall deduct Union dues from EMPLOYEE'S vacation pay.

1.2 Maintain By-Laws

Nothing herein shall be construed to interfere with the Teamsters633/LPASE right to establish and maintain by-laws.

Article 2 NON-DISCRIMINATION

2.0 City and Teamsters633/LPASE Non-Discrimination - No Retaliation - Gender Neutral

Neither the City nor Teamsters633/LPASE shall discriminate against any EMPLOYEE in a manner that would violate any applicable laws because of race, creed, color, national origin, age, sex, sexual orientation, disability, Teamsters633/LPASE membership or activities.

2.1 Non-Interference

EMPLOYEES shall not be retaliated against for filing grievances, unfair labor practices, or other complaints with the Public Employee Labor Relations Board or the United States Department of Labor.

2.2 Representation All Employees

- a) Teamsters633/LPASE shall notify the City of the amount of its dues and/or service charge.
- b) Evidence of good faith of the EMPLOYEES complying with the above provision will be considered to be his/her duly signed check-off dues deduction card as presented to the payroll officer or an appropriate authorization for service fee deduction.

Article 3 MANAGEMENT RIGHTS

3.0 Rights & Responsibilities

It is understood and agreed that the City possesses the sole right and authority to operate City departments and to direct the EMPLOYEES in all aspects, except as otherwise specifically agreed to in this agreement, or otherwise specifically agreed to in writing between the parties. The City and Teamsters633/LPASE agree to the terms and conditions set forth in RSA 273-A.

These rights include, but are not limited to, the right:

To plan, direct and control departmental activities, to determine departmental policies and to establish standard of service offered to the public;

To schedule and assign work to EMPLOYEES; to determine and provide the means, methods, processes, materials and equipment utilized by the City and to introduce new or improved methods, equipment or facilities;

To determine position classification, qualifications and staffing levels, and to transfer EMPLOYEES within the Department;

To create, revise and eliminate positions, or to lay off EMPLOYEES due to lack of work or funds;

To hire and terminate EMPLOYEES;

To maintain order, and to suspend, demote, discipline and discharge EMPLOYEES for just cause in accordance with Article 18;

To make, publish and require observance of reasonable departmental rules and regulations; however, the City shall not exercise any control over an EMPLOYEES off duty time. It is agreed that the parties will conduct themselves in a professional manner to represent the City in the highest regard in accordance with the Preamble of the Agreement.

To promulgate ordinances, codes, or other regulations incidental to the management of the City affecting the public health, safety and welfare.

In summary, the City has jurisdiction over all matters concerning the management and operation of City departments including, but not limited to:

- Function, programs and methods to be used for all of the operations for City departments;

- the use of technology;
- the standards of services to be provided;
- the standards of productivity and performance of its EMPLOYEES, departmental organizational structure;
- the selection, direction and number of all personnel;
- use of contracting and subcontracting;
- all rights retained by virtue of RSA 273-A.

Article 4 PROBATIONARY EMPLOYEES - DEFINED

4.0 Purpose

The probationary period is regarded as an integral part of the selection process. It is utilized for carefully observing the probationary EMPLOYEE'S job performance for securing the most effective adjustment of a new EMPLOYEE to the position and for rejecting any EMPLOYEE whose performance does not meet the required work standards. During this period, probationary personnel shall be observed to ascertain their degree of adjustment and consistency of satisfactory work performance.

4.1 Period to Serve

Each new EMPLOYEE hired on a full time basis shall serve a probationary period of employment of up to one (1) year from date of hire. Probationary EMPLOYEES are to be considered in an At-Will employment status until such time they have successfully completed all the requirements of their probationary period. A performance evaluation will be completed at the six (6) month interval and then at the end of their probationary period. EMPLOYEES shall be entitled to performance increases provided they achieve an overall average of "meets expectation" in accordance with Article 8, Section 8.2 Probationary EMPLOYEES.

Annual Performance Evaluation: If the performance evaluation is satisfactory, the EMPLOYEE'S At-Will status will change to regular full-time and has all the rights/benefits to become a candidate for LPASE/Teamsters633 membership and may be entitled to a pay increase set forth in Article 8, Performance Evaluation, section 8.2.

4.2 Disciplinary Procedures - Probationary Period

During the probationary period, as set forth above, EMPLOYEES may be disciplined, laid off, or dismissed at the sole discretion of the City Manager, and neither the reason for the disciplinary action, lay off or dismissal may be the subject of a grievance.

Article 5 VACANCIES/PROMOTIONS

5.0 Vacancy Defined

For the purpose of this article, a vacancy is created when the City creates a new position without increasing the work force within the bargaining unit or when terminations, promotions or demotions take place within the bargaining unit.

5.1 Promotions

EMPLOYEES are encouraged and will be given the opportunity to apply for any vacancy for which they meet the minimal requirements of the position. No supervisor shall deny an EMPLOYEE permission to apply for a vacant position in any department or office, which will afford a promotional opportunity. When an EMPLOYEE'S qualifications are equal to those of outside applicants, the EMPLOYEE will be given preference. When two or more EMPLOYEES appear equally qualified for promotion, preference shall be given to the one with seniority.

5.2 Posting of Positions

General:

All positions within Teamsters633/LPASE will be subject to the posting procedures specified within. When filling vacancies for positions in Teamsters633/LPASE all eligible regular full-time and regular part-time EMPLOYEES of the City of Lebanon may apply.

Internal Postings:

The notice of position vacancy will be distributed to every department and posted on the Human Resource Division's bulletin board for five (5) working days to allow eligible EMPLOYEES to apply. The notices will include information on the job title, grade, salary/hourly/compensation range, department, brief description of the job content, and the position qualifications.

The CITY reserves the right to post position vacancies, both internally and externally, concurrently. However, managers will review application(s) it receives from EMPLOYEES first before reviewing external applications.

5.3 Selection of Qualified Candidate

The department head shall make recommendations to the City Manager. The City Manager will make the final decision when filling a position. However, guidelines for filling any vacant position prior to commencing work are based upon the candidates' ability, qualifications, experience, successful completion of a

background check and/or driving record check; and the ability to successfully pass a physical examination if required by the nature of the position. Where qualifications between applicants are relatively equal, seniority as stated in Article 7 shall prevail.

5.4 Temporary Assignment

EMPLOYEES temporarily assigned to assume the responsibilities and duties of a position other than their position for more than two (2) consecutive weeks, shall receive increased compensation for such assignment. Such temporary assignment shall be authorized by the City Manager. The rate of increased compensation shall be at the minimum rate of pay for the position or five (5) percent above the current rate of the employee, whichever is greater.

5.5 Promotions - Probationary Period

All promotions will be subject to a six-(6) month probationary period. A promotional EMPLOYEE shall have at least one performance evaluation during the probationary period and may be considered for a pay increase. Should promotional EMPLOYEE'S performance be unsatisfactory, or should the promotional EMPLOYEE find the job unsatisfactory during this period, the EMPLOYEE will be entitled to return to their original rank/rate or position without loss of seniority or benefits, if the position is vacant. If the position that the EMPLOYEE vacated to accept the promotion is filled, the EMPLOYEE will be terminated unless there is a lower rank/rate position open for which the EMPLOYEE, in good standing, meets the minimal qualifications of the position.

Article 6 LAYOFF AND RECALL PROVISIONS

6.0 Layoff and Recall

The City Manager may layoff an EMPLOYEE when deemed necessary by reasons of shortage of funds and/or work, abolishment of a position, or other material change in duties or organizations. The Department Head shall prepare, for the City Manager's approval, a list of those employees to be laid off. Department seniority, qualifications, current/past performance evaluations shall be considered in all layoffs and rehires. The EMPLOYEES shall be given written notice of the reasons for the layoff, at least sixty (60) calendar days prior to the date of layoff. If such notice is not available, the EMPLOYEE shall receive a paid severance package equal to eight weeks of wages and benefits. Recall decisions shall be made at the discretion of the affected department based upon departmental needs. Employees laid off will have insurance benefits for sixty (60) days after the date of layoff.

6.1 Benefits Retained/Non Accrual

EMPLOYEES shall retain all benefits accrued prior to the layoff, abolishment or disbandment of the department and shall be retained at the same salary range as at the time of layoff, abolishment or disbandment.

6.2 Department/Division etc. Abolishment

In the event that the City decides to abolish or disband an entire department or any bureau, division, group, team, etc. of any department, each EMPLOYEE, shall receive written notification of the abolishment or disbandment with at least a ninety (90) day prior notice of such planned abolishment or disbandment. In such cases, insurance benefits will continue for sixty (60) days at the City's expense from the date of abolishment or disbandment.

Article 7 SENIORITY

7.0 Seniority

Seniority shall be defined as an EMPLOYEE'S length of continuous full-time service since the EMPLOYEE'S last date of hire, less any adjustments due to lay off, approved leave of absence without pay unless designated as a benefit to the City or other breaks in service for any of the reasons for termination of seniority as specified in Article 7 and Article 14.8.

7.1 Seniority List

The City shall prepare a seniority list as soon as practicable after the effective date of this agreement and such a list shall be updated annually by department. Such list shall be sent to Teamsters633/LPASE president. Any EMPLOYEE aggrieved by his or her placement on the seniority list may appeal such placement under the normal grievance procedure.

7.2 Termination of Seniority

Seniority for all purposes shall be terminated for any of the following reasons:

- a) Voluntary quit
- b) Discharge
- c) Failure to report for work within five (5) working days after notice of recall is given; however, if the City is advised by the recalled EMPLOYEE, either in person or in writing, within said period that the EMPLOYEE will report to work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these limits may be agreed to in cases of proven sickness or injury to EMPLOYEE or death in his or her immediate family;
- d) Absence for three (3) consecutive working days without reporting to the Department Head or his/her designee;
- e) Failure to report for work at the end of a leave of absence or extension thereof;
- f) Failure to be recalled from layoff or return to work due to any non occupational connected illness or accident for a period of twenty-six (26) weeks or six (6) months;
- g) Retirement.

Article 8 COMPENSATION/WAGES/RATES OF PAY

8.0 Rates of Pay/Pay Plan

The pay plan is established with the understanding that each EMPLOYEE has a salary range that is competitive with similar positions in similar type communities. The salary ranges will be reviewed and re-evaluated for competitiveness every five (5) years.

8.1 COLA

The agreed upon COLA will be applied after the positioning for compression takes place. Cost of Living Adjustment (COLA) with a minimum of 2% and a maximum of 4% will be effective in the following manner in January of each year as stated below:

Effective January 1, 2010	NE Urban CPI Annual based upon June
Effective January 1, 2011	NE Urban CPI Annual based upon June
Effective January 1, 2012	NE Urban CPI Annual based upon June
Effective January 1, 2013	NE Urban CPI Annual based upon June

The city reserves the right to change from a calendar year to fiscal year budget. If the City's fiscal year is changed from the present calendar year basis to the optional fiscal year (July 1 – June 30), the cost-of-living adjustment shall be based on the change in the annual average Consumer Price Index – All Urban Consumers, Northeast Urban Area, for the most recent completed calendar year from the same index for the prior year.

Example, the cost of living adjustment for the fiscal year commencing July 1, 200C, the percentage change in the annual average index for calendar year 200B from calendar year 200A would be calculated as follows: 200B annual average index of 229.306 less 200A annual average index of 220.512 = 8.794/220.512 = 4.0%.

8.2 Performance Evaluations

The City will conduct performance evaluations on or before an EMPLOYEE'S anniversary date of hire.

- Effective January 1, 2010 and annually thereafter, any employee who receives an average of "meets expectations" shall receive a 1% pay increase.
- Effective January 1, 2010 and annually thereafter, any employee who receives an average of "meets expectations" and receives at least five (5)

- “exceeds expectations” shall receive a 2% pay increase.
- Effective January 1, 2010 and annually thereafter, any employee who receives an average of “meets expectations” and receives at least ten (10) “exceeds expectations” shall receive a 3% pay increase.

Probationary EMPLOYEES:

Six month evaluation: In order for probationary employees to receive a 3% performance evaluation increase, an overall average of “meets expectations” must be achieved.

Annual Evaluation: Thereafter, the above language in article 8.2 shall apply.

8.3 Compression

Compression is identified as the narrowing of the differences in rates of pay to the degree that purported differences between values of jobs are not recognized. These differences may occur within any positions or classification within Teamsters633/LPASE. In order to address the problem of pay inequities, the following shall apply:

- The compression rate shall increase to 15% and wages shall not exceed the maximum of the EMPLOYEES salary range.
- The pay adjustment will be based upon base wages/salary in accordance with the listed salaries in Ordinance 18.
- All pay ranges and adjustments must be within the salary schedule adopted by the City Council and promulgated in Ordinance 18.
- Upon written notice from Teamsters633/LPASE, the Human Resources Division shall notify each department to review the pay for each employee group prior to January 1st of each year.
- Each department shall make the necessary adjustments in a personnel action form if a 15% pay difference does not occur between supervisors and subordinates. The Finance Department and the City Manager will authorize the adjustments.
- The pay adjustment, if necessary, shall become effective the first pay period in January of each year.
- When a new employee is hired, they shall be paid within the salary range

of their respective grade. Their pay will only be adjusted, if necessary, after successful completion of their probationary period.

- When an employee is promoted to higher classification within Teamsters633/LPASE, the promoted employee shall be paid a 5% over the top subordinate during the probation period. Upon a successful completion of the probationary period, the employee shall be adjusted to reflect a 15% over the top subordinate.

Article 9 HOURS OF WORK

9.0 Scheduled and Non-Scheduled Work Assignments

It is recognized that EMPLOYEES' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The City retains the right to schedule straight time, overtime hours, compensatory time, number of shifts and shift assignments, and to make unscheduled shift assignments, subject only to the limitations as set forth herein.

If the City determines that an unscheduled assignment change is appropriate, attempts shall be made to solicit a volunteer EMPLOYEE to make such change prior to mandating that an EMPLOYEE or EMPLOYEES report for an unscheduled work assignment. It is understood that work schedules and operating requirements are difficult to maintain. It is also understood that interfering with a planned schedule can be upsetting and disruptive to an employee. Accordingly, every effort will be made to not change the work schedule solely in order to avoid overtime.

9.1 Definitions

The following definitions shall apply unless stated elsewhere in this agreement.

- a) Non-Exempt Employees: In accordance with the Fair Labor Standard Act (FLSA) EMPLOYEES in a non exempt status are subject to overtime pay after working 40 hours in a work week and shall be paid on an hourly basis. Work shifts shall consist of a forty (40) hour work week with daily shifts such as 7:00 am to 4:00 pm or 8:00 am to 5:00 pm. This work day shall include a break period generally not exceeding sixty (60) minutes. If the break period is reduced, the daily shift may also be reduced accordingly with the approval of the department head.

Overtime Requirements: EMPLOYEES may be required to work overtime and paid one and one-half (1.5) hours pay for each hour worked for all hours worked in excess of eight (8) hour work day or forty (40) hour work week. It is expressly understood that time spent on outside or private work details will not be counted in determining the number of hours worked for overtime purposes

- b) Exempt Employees: EMPLOYEES in an exempt status shall be paid a weekly salary and these positions are not subject to overtime pay. Exempt EMPLOYEES are expected to work a normal 40 hour work week in

accordance with the FLSA to oversee departmental operations and to coordinate the work schedules with hourly employees' as needed. Attendance at meetings, training sessions, emergency call in or call back, court appearances, etc., at the discretion of the department head and/or City Manager, may be required.

- c) Work Shifts: Nothing hereunder shall prevent the head of a department or his/her designee from establishing additional or overlapping work shifts for non-exempt EMPLOYEES
- d) Departmental Scheduled Overtime Non-exempt Employees: EMPLOYEES shall be given the option to work overtime based upon their seniority and on a rotating basis. For the purposes of this section, scheduled overtime is defined as any personnel shortages, vacant shift coverage, special events, or any extra duty assignments.
- e) For Exempt EMPLOYEES Only:
- When EMPLOYEES are covering for a subordinate, EMPLOYEES shall receive a 4% wage premium after serving five (5) consecutive working days in the position and compensated for the time at the premium rate of pay.
 - If said EMPLOYEE is required to perform in a subordinate's position for one (1) day, the premium pay shall not apply however; the day at a time will be counted toward the total thirty (30) working days per year.
 - No EMPLOYEE shall be required to cover for a subordinate for more than thirty (30) working days per calendar year, January through December.

9.2 Compensatory Time - Non-exempt Employees

Compensatory time may be taken with the concurrence of the department head or his/her designee. All accumulations and use of compensatory time shall be governed in accordance with Administrative Policy 2007-01.

9.3 Flex Time

Deviations from the standard work schedule may be permitted on a case by case basis. EMPLOYEES may request the ability to "flex" the hours of daily work in a manner, which would be acceptable to management and the service required to deliver effective and efficient service to the public.

9.4 Training Sessions - Non-Exempt Employees

Approved training sessions conducted outside regularly scheduled work hours will be paid in the form of compensatory time or overtime at one and one-half times the EMPLOYEES regular rate of pay. Training sessions for this purpose shall be counted as time worked. Approval regarding the type of compensation (cash or compensatory time) must be agreed upon before the start of any training class.

9.5 Public Works Superintendents

Standby:

Superintendents are required to carry a pager and are required to report to work during non-duties hours when they deem appropriate based on the circumstances of the call. Each Superintendent will be on call on a rotational basis based on an annual schedule mutually agreed to by the Superintendents and the Manager. Superintendents may swap standby days / weeks upon notification of the Manager.

Effective upon ratification (January 1, 2010 through December 31, 2013), each Superintendent will be compensated at the rate of \$48 per day regardless of whether or not the Superintendent is called. If the Superintendent is called and must report to work, the Superintendent will be compensated at the rate of time and one / half for a minimum of two hours. At no time will a Superintendent receive, both time and one / half and regular time for the same hours. For example, if a Superintendent is called in at 6 am during the winter working hours, the Superintendent will be paid time and one / half until 8 am and then will revert to regular time.

Call-in: (applies to all Groups)

If a Superintendent who is not on standby is called in to work outside their normal work hours, the Superintendent will be compensated at the rate of time and one / half for a minimum of three hours. At no time will a Superintendent receive both time and one / half and regular time for the same hours. For example, if a Superintendent is called in at 6 am during the winter working hours, the Superintendent will be paid time and one / half until 9 am and then will revert to regular time.

Overtime: (applies to all Groups)

All hours worked are to be approved by the Director of Public Works or designee. Outside the schedule noted above, the Superintendent will be compensated at the rate of time and one / half. No Superintendent will work more than 16 consecutive hours unless approved by the Director of Public Works. All hours in excess of 16 consecutive hours will be compensated at the rate of double time.

Extended Events:

During prolonged events, as determined by the Director of Public Works, the Director of Public Works may set up 24 hour coverage on 12 hour shifts until response to the event has been completed. During extended events, Superintendents will be compensated at the rate of time and one-half after 8 hours worked on a shift. Standby compensation will be suspended during extended events where 24-hour coverage has been established.

Article 10 HOLIDAYS

10.0 Paid Holidays - List Holidays 1-11

The following holidays shall be paid holidays for all EMPLOYEES.

- January 1
- Martin Luther King Jr. Day
- Washington's Birthday (Third Monday in February)
- Memorial Day (last Monday in May)
- July 4
- Labor Day
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11th)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

In addition, any other official legal holiday as declared by the State of New Hampshire General Court after this agreement has been ratified.

If any of the above listed holidays falls on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be considered the holiday.

- a) A holiday occurring during a vacation period shall not count as a day of vacation.
- b) Any EMPLOYEE under suspension without pay or on any leave without pay shall not be eligible for holiday pay.

10.1 Holiday Pay – Non Exempt Employees

EMPLOYEES who work a holiday shall be paid at one & one-half (1.5) times the regular rate of pay for those holidays, in addition to the amount they are entitled as holiday pay.

Article 11 VACATIONS

11.0 Vacations

- a) Each employee who has completed the indicated period of employment with the City shall be entitled to the indicated hours of paid vacation.

<u>Continuous Employment</u>		<u>Hours Earned Per Month</u>
0 month through the 48 th	(0-4 years)	6.75
49 th month through 108 th	(5-9 years)	10.00
109 th month and above	(10+ years)	13.50

- b) New employees will receive 40 hours of vacation upon successful completion of their six month performance evaluation as described in Article 4.1.

11.1 Vacation Time Taken - Block/Request for Time

- a) Vacation time should be submitted for approval to the department head or designee. Request for blocks of vacation of five (5) days or more should be submitted for approval no later than fourteen (14) days prior to the start of vacation time.
- b) Working in lieu of vacation shall not be permitted except in an emergency as declared by the department head and/or City Manager, but in no event without the approval of the City Manager.
- c) EMPLOYEES' shall request vacation in as much time in advance as possible with department heads. If two (2) or more EMPLOYEES in the same department request the same vacation time and it is not operationally possible to grant both (or more), the EMPLOYEE with the most department seniority will receive that vacation selection subject to department head approval.

11.2 Termination/Payment for Unused Vacation Time

An EMPLOYEE whose employment is terminated, or who resigns or retires is entitled to payment for unused accrued vacation leave and pro-rated from anniversary date. Payment will be determined by dividing the EMPLOYEES regular week's pay by forty (40) hours for the purpose of determining an hourly rate for this payment.

11.3 Vacation Time During Illness

All EMPLOYEES' suffering from any illness or injuries prior to or during their vacations, and upon reasonable notification to the department head or his/her designee, shall be entitled to convert those days to sick leave days. The department head may request verification from a doctor of the illness or injury sustained by the EMPLOYEE. The specific number of hours shall be determined by the EMPLOYEES work schedule at the time the illness or injury occurred. The EMPLOYEE will give prompt notification to the department head, or designee, as to the appropriate sick leave time requested, in lieu of the vacation time.

11.4 Vacation Carry Over

Maximum carry over on anniversary date will be as follows:

<u>YEARS OF SERVICE</u>		<u>Maximum Hours</u>
0 month through 48 th	(0-4 years)	161.00
49 th month through 108 th	(5-9 years)	200.00
109 th month and above	(10+ years)	242.00

The above maximum hours include the annual accumulation for that calendar year plus the 80 hours carryover allowed without the manager's approval.

In special circumstances, and with the department head's recommendation, the City Manager may grant carry-over of an additional 40 hours of unused vacation after receipt of a written request for such.

Any request for such carry-over must be submitted to the City Manager five (5) weeks before the end of the EMPLOYEE'S hire anniversary date.

Article 12 LEAVES FOR ILLNESS

12.0 Sick Leave Purpose

The purpose of sick leave is to prevent the further spreading of disease or viruses to other EMPLOYEES and/or to afford the EMPLOYEE time to recover from said sickness and/or injury.

12.1 Sick Leave Use

The City has the right to take any reasonable steps to verify an illness and to ensure the proper use of sick leave. Such steps may include, but are not limited to, requiring an EMPLOYEE, at the City's expense to account for each day of sick leave if the EMPLOYEE'S sick leave record indicates a patterned use of sick leave, or if the Department Head has reason to believe the sick leave is being abused. Abuse of sick leave may lead to disciplinary action. For the purposes of this policy, pregnancy is considered sickness.

If an EMPLOYEE is sick for over three (3) days, the department head may require a doctor's report indicating the absence was for illness or medical issues.

12.2 Sick Leave Availability and Notification Requirements

Sick leave shall be available to all EMPLOYEES. An EMPLOYEE absent on account of illness or injury shall promptly notify the supervisor, or other person designated by the department head.

12.3 Sick Leave Earning

- A. Regular full time EMPLOYEES hired before July 1, 2001 shall be entitled to 10 hours per month of sick leave for each month worked and may not accumulate more than 960 hours (120 days). Sick days do not accrue during an absence from work if absence is due to unpaid leave or Short Term Disability (STD).
- B. Regular full time EMPLOYEES employed after July 1, 2001 shall be entitled to 10 hours per month of sick leave for each full month worked and may not accumulate more than 480 hours (60 days). Sick days do not accrue during an absence from work if absence is due to unpaid leave or Short Term Disability (STD).

At the time of ratification, LPASE EMPLOYEES whose sick leave accumulations are more than 960 hours shall have their sick leave monthly accruals suspended until such time their hours decrease to under 960. At that time, sick leave

accruals will resume each month. For example: with sick leave accumulation of 1200 hours (240 excess), the EMPLOYEE shall use the excess sick leave hours until such a time that the accumulation is below the allotted amount of 960 hours, then EMPLOYEE will start earning 10 hours per month not to exceed 960 hours.

12.4 Sick Leave Payout

EMPLOYEES will be entitled to sick leave payout as listed below:

- Fifteen days of sick leave payout with five (5) years of service;
- Thirty (30) days sick leave payout with ten (10) or more years of service
- Sixty (60) days sick leave payout with twenty (20) or more years of service

Entitlement of sick leave payout for EMPLOYEES: at retirement or who voluntarily terminate their employment with the City after giving two weeks' notice; and leave their employment in "good standing". Payment under this article will be based upon the hourly rate, which will be determined by dividing the EMPLOYEE'S weekly pay by forty - (40) hours to establish the hourly rate for retirement purposes.

The Finance Department will maintain usages of sick leave balances.

ARTICLE 13 INJURY LEAVE

13.0 Workers' Compensation (WC) Insurance Report/Payment

An EMPLOYEE injured on the job, however slightly, must report the fact immediately to his/her supervisor. Injury leave, as distinguished from sick leave, shall mean an injury or illness sustained in the line of duty. The City shall provide workers' compensation benefits in accordance with RSA 281-A.

13.1 Waiting Period

During the waiting period, an EMPLOYEES' determination for WC benefits could be delayed or denied due to lack of medical evidence. In that event, for example, an EMPLOYEE may use, in this order; available sick time, vacation time, or personal days.

13.2 Workers' Compensation

Once the WC claim is accepted, the following source of income for EMPLOYEES shall apply in the order below:

1. Workers' compensation benefit actually received, exclusive of any medical reimbursements or credits. Available sick days to be applied up to and including not more than an EMPLOYEES' full day of pay. OR
2. Available vacation days to be applied up to and including not more than an EMPLOYEES' full day of pay. OR
3. Available personal days to applied up to and including not more than an EMPLOYEE'S full day of pay.

13.3 Denial of Workers Compensation Benefit

In the event, the EMPLOYEES' claim is denied, EMPLOYEES may apply for the income protection benefit.

13.4 Compounding

If an EMPLOYEE receives WC from a second job, the EMPLOYEE must pay back any portion of their combined income & sick leave pay that is in excess of his/her total weekly base pay to the City.

ARTICLE 14 LEAVES WITH PAY/WITHOUT PAY

14.0 Bereavement Leave Immediate Family

Upon the death of an EMPLOYEE'S or EMPLOYEE'S spouse's immediate family, the EMPLOYEE may request leave up to five (5) working days immediately following such death without loss of pay. Immediate family shall include the EMPLOYEE'S parents, spouse, domestic life partner, children, siblings, parents-in-law, and current step-parents, step children, and step-siblings.

14.1 Bereavement Leave Other, etc.

Upon the death of an EMPLOYEE'S or EMPLOYEES' spouse's extended family, the EMPLOYEE may request up to three (3) working days immediately following such death without loss of pay. Such time will be charged to the EMPLOYEE'S sick leave.

14.2 Bereavement Leave Additional Time – when charged.

An EMPLOYEE, in addition to the above-defined leave, may utilize vacation, sick leave or personal leave to supplement bereavement leave, with the recommendation of the department head or his/her designee and the approval of the City Manager.

14.3 Professional Leave

A leave of absence, with pay, may be granted by the City Manager to any EMPLOYEE to permit the EMPLOYEE to attend in-service training schools, professional meetings, conferences or conventions, or any other justifiable reason considered in the best interest of the City.

14.4 Personal Leave

- A. Exempt and Non-Exempt EMPLOYEES shall be entitled to receive six (6) personal days per calendar year and this leave shall be earned in the twelve months prior to January 1 of each year.

Usage of Personal Leave: Exempt EMPLOYEES must use their personal leave in full days. Non-Exempt EMPLOYEES may use their personal leave in increments of no less than one (1) hour. All personal leave must be used by December 20th for payroll purposes. Personal days will not be carried over to the following year

B. All New Hires shall be entitled to Personal Leave in the below manner:

MONTH OF EMPLOYMENT	PERSONAL DAYS AVAILABLE
JANUARY – MARCH	6
APRIL – SEPTEMBER	4
OCTOBER – DECEMBER	3

14.5 Jury Duty

An EMPLOYEE called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the EMPLOYEE'S immediate supervisor.

EMPLOYEEES who are called to jury duty and are excused from jury duty for a day or days shall report to their regular work assignment as soon as possible after being excused.

14.6 Special Leave Charged to Sick Leave

Leaves of absence with pay, which are one working day or less in duration shall be granted to any EMPLOYEE for dental or physical examination/appointments, transportation and/or care of a sick family household member from a hospital or doctors office, or for any justifiable reason as may be approved by the department head or designee and will be charged to sick leave. Extensions may be granted by the department head. This article will apply to childbirth.

14.7 Administrative Leave

If any occasion arises where an EMPLOYEE is placed on Administrative Leave, the department head and/or City Manager may remove the EMPLOYEE from duty. While on administrative leave, the EMPLOYEE may be assigned other duties within the department as determined by the department head.

14.8 Leave without Pay / Procedure – Reasons

All leaves of absence (without pay) must be requested through and recommended by the department head and then approved by the City Manager. Normal leaves of absence without pay are granted for reasons of additional education, training and travel calculated to equip the EMPLOYEE to improve their service to the City.

Leaves granted may not exceed six (6) months in any five (5) year period. At the

expiration of a leave without pay, the EMPLOYEE shall return to the same position or to a similar position and at the same rate of pay being paid at the time when the leave was granted. Any leave granted shall not cause the City additional expense in wages, benefits etc. Failure of the EMPLOYEE to report on the specified date at the expiration of such leave shall be considered a resignation. Leave without pay shall constitute a break in service, unless designated as a benefit to the City.

During leave without pay (in excess of thirty [30] calendar days), vacation and sick leave shall not accrue and holidays will not be paid at any time during the leave period. All insurance cost (e.g. medical, life, STD, LTD, dental, etc.) shall be the responsibility of the EMPLOYEE.

ARTICLE 15 MILITARY LEAVE

15.0 Active Military Leave

It is the intent of the City to comply fully with the law – no more, no less. In the event of the need to implement 15.0, the law at the time will be that which is applied.

15.1 Reserve Military Leave

All full-time EMPLOYEES who, by reason of membership in the Active Reserve Forces of the United States or in the National Guard, are ordered by the proper authority to full-time active duty or to attend full-time training activities shall be entitled to leave of absence with pay during the actual duration of such activity, but not to exceed fifteen (15) consecutive days in one (1) year. The City will pay the difference between normal base pay and military pay when the latter is less. Evidence of military payment including wages and subsistence payment will be used to make the determination of City payment. Weekend duty with the Active Reserve Forces of the United States or the National Guard shall be on the EMPLOYEES own time. An EMPLOYEE scheduled to work on a drill weekend shall arrange to trade shifts with another qualified EMPLOYEE or make other appropriate arrangements, or take leave of absence without pay.

ARTICLE 16 INSURANCE/HEALTH, DENTAL, STD, LTD, ETC.

16.0 Hospitalization Medical Insurance

- A. The City agrees to provide Blue Choice or equivalent coverage to full-time EMPLOYEES. In addition, the City will make available, through a carrier of its choice, other plans including the current JYMC Plan or comparable plan as long as they are available.
- Effective July 1, 2010 EMPLOYEES covered by this agreement shall be responsible for 17 % (percent) of the premium cost for health insurance. The City shall be responsible for 83 % of the premium cost for health insurance.
 - Effective July 1, 2011 EMPLOYEES covered by this agreement shall be responsible for 18% (percent) of the premium cost for health insurance. The City shall be responsible for 82% (percent) of the premium cost of the health insurance.
 - Effective July 1, 2012 EMPLOYEES covered by this agreement shall be responsible for 19% (percent) of the premium cost for health insurance. The City shall be responsible for 81% (percent) of the premium cost of the health insurance.
 - Effective July 1, 2013 EMPLOYEES covered by this agreement shall be responsible for 20 % (percent) of the premium cost for health insurance. The City shall be responsible for 80% (percent) of the premium cost of the health insurance.
- B. Points available from the City annually will be based upon the Blue Choice, High Dental, Short Term Disability and Life Insurance points required for renewal.
- C. The City may provide equivalent coverage to the above mentioned plans.
- D. EMPLOYEES hired after January 1, 1999 may receive stipends in lieu of health insurance at a rate of \$150 per month if the EMPLOYEE provides proof that they are covered by other health insurance. An EMPLOYEE shall not receive such stipend when both spouses work for the City. For this purpose the City includes, but not limited to, School, Airport, Water/Wastewater, and Library. Further the City will not provide health coverage if an EMPLOYEE is already covered by the same or similar

health plan. If the EMPLOYEE is found to have dual coverage, the EMPLOYEE must pay back to the City an amount equal to the premiums paid by the City during the dual coverage. In lieu of the above coverage, an EMPLOYEE may at his/her discretion elect alternative benefit options from the menu provided in the City's flexible benefit plan, provided, however, as to EMPLOYEES hired after January 1, 1999 cash payments under the flexible benefit plan shall be limited to not more than the sum of \$150/per month.

- E. The City will also continue to offer the generic maintenance prescription drug rider which has been issued by Blue Cross and Blue Shield and is currently in effect as long as that plan is offered by Blue Cross and Blue Shield.

16.1 Income Protection Plan

- A. The City shall furnish, at its own expense, income protection insurance for each of its EMPLOYEES, providing for the payment of benefits equal to two thirds (2/3) of the weekly salary of each EMPLOYEE, up to a maximum of \$1,500.00 for a period of twenty-six (26) weeks beginning on the fifteenth (15th) day of non-work related illness, injury or disability. The City reserves the right to contract with a qualified insurance carrier to provide the amount of benefits
- B. Income Protection Plan provided by the City shall consist of application of income protection insurance benefit, accumulated sick leave, accumulated vacation leave, to each day or week of illness, injury or disability, regardless of its origin, with the object to maintaining the EMPLOYEE at one hundred percent (100%) of his/her weekly salary for the longest period possible. In this regard, for each day of illness, injury or disability, the following sources of income to the EMPLOYEE shall be applied in the order designated:
 - 1. Income protection insurance benefits actually received by the EMPLOYEE.
 - 2. Accumulated sick leave to be applied in full or partial days until accumulated sick leave days are exhausted, then;
 - 3. Accumulated vacation leave to be paid in full or partial days until exhausted.

16.2 Immunizations

EMPLOYEES in the Police, Fire and Public Works Departments who may be exposed to certain hazardous conditions shall be tested for previously acquired

immunizations and inoculated with titers tested at City expense and time against any employment related potential exposures such as the HIV virus (when available), Hepatitis "A", "B", influenza, TB testing, Lyme Disease and such as determined necessary. It is understood that the intent of this article is for the City to pay solely for the vaccine, medical personnel involved with administering the inoculations and tests confirming the success of the immunization and previous immunizations acquired.

16.3 Physicals

All EMPLOYEES may be required, at the City's option and at the City's expense, to undergo full fitness for duty examination to be conducted by a physician or physicians of the City's choice. Any medical examination performed pursuant to this section may include but not be limited to: x-rays (chest and as otherwise determined by the designated physician[s]), eye examinations, cardiovascular and hematological examinations. Prior to the City's requiring the examination, the City shall provide to the employee, a written justification for the need of such action.

16.4 Life

The City shall furnish, at its own expense, group term life insurance on the lives of its EMPLOYEES, in a principal amount equal to one and one-half times the annual salary of the EMPLOYEE upon the date of death, rounded to the next highest even one thousand dollar amount, plus accidental death and dismemberment benefits (ADD) equal to the base insurance amount, such ADD reduced by fifty percent (50%) after the EMPLOYEE reaches age seventy (70) years of age. Each EMPLOYEE shall be allowed, pursuant to the terms in said policies, to convert said group term insurance to at least an equivalent amount of life insurance pursuant to the particular insurance carrier's program, upon the termination of employment with the City for any reason or upon retirement.

The City reserves the right, at any time, to self-insure. The City further reserves the right, at its option, to contract with a qualified insurance carrier to provide the above amounts of benefits.

ARTICLE 17 RETIREMENT

17.0 State Retirement System

EMPLOYEES are covered by the New Hampshire State Retirement System immediately upon employment with the City. Temporary and part-time (less than thirty-five [35] hours per week) EMPLOYEES are not covered. EMPLOYEES of thirty-five (35) hours per week are covered.

Both the City and the EMPLOYEE contribute to the Retirement system according to rates set by the State Retirement Board and state law.

17.1 Private Retirement System

All non-safety department EMPLOYEES hired prior to January 1, 1980 were eligible to join: a) the New Hampshire Retirement System, b) a separate private system with contributions the same as for the State System for general employees, or c) neither system. Any person hired after January 1, 1980 must join the State System.

EMPLOYEES who opted for the private system may make a one-time change to the New Hampshire Retirement System provided there is no additional expense to the City. The affected employee shall incur any additional expense.

ARTICLE 18 DISCIPLINE/DISCIPLINARY ACTIONS

18.0 Responsibility to Follow all Regulations, etc.

It is the responsibility of all EMPLOYEES to observe City and departmental policies, rules, and regulations necessary for the proper operation of the departments and the City. Further, it is the responsibility of the City and EMPLOYEES to comply with this agreement and conduct themselves in a professional, customer service oriented manner, and at all times maintain compliance with the rules and regulations of the City and the lawful directions of their supervisors.

18.1 Progressive and Corrective Discipline

The City aspires to the tenants of progressive and corrective discipline, where and when appropriate. Once the measure of discipline is determined and imposed, the City will not increase it for the particular act of misconduct.

18.2 Disciplinary Action - Suspension/Discharge to be Written

No demotion, suspension with pay and benefits, or suspension without pay and benefits or combination thereof or dismissal shall be effective until such time as the EMPLOYEE has been furnished with a written statement from the City Manager, endorsed by the department head, advising the EMPLOYEE of the reason or reasons for the proposed actions.

Once written notice has been given, the penalty may be imposed. However, no such disciplinary action shall be considered final if the EMPLOYEE appeals through Article 19: Grievance Procedures. An EMPLOYEE shall not be suspended without pay during an internal investigation. Suspension without pay would be allowed only after the investigation process is completed. The EMPLOYEE may then be suspended as a disciplinary action by the department head or his/her designee's discretion.

18.3 Order of Disciplinary Action

Disciplinary action will normally be taken in the following order:

- (1) Verbal warning;
- (2) Written warning;
- (3) Suspension without pay; but with benefits
- (4) Discharge

However, the above sequence need not be followed if any infraction is

sufficiently severe to merit immediate suspension or discharge.

18.4 Notification

Teamsters633/LPASE shall be notified in writing of any EMPLOYEES' infraction within five (5) days of the warning, suspension or discharge.

18.5 Disposition of Written Warnings

At the EMPLOYEE'S written request to his/her Department Head, a written warning shall be removed and destroyed from the EMPLOYEE'S personnel file after three (3) years, if no like occurrence from the date of original infraction, and suspension notices after five (5) years, if no like occurrence from the date of original infraction.

18.6 Disciplinary Action

Disciplinary action may result in or consist of: demotion; suspension without pay and benefits; suspension without pay, but with benefits, for a maximum of thirty (30) days; or dismissal for just cause.

Just cause is defined but not limited, to the following reasons:

- a) Acts of insubordination toward a supervisory employee, department head, or City Manager, including breaches of reasonable written standards of departmental operations.
- b) Willful and frequent neglect of duty, including absence without leave in excess of two (2) work days.
- c) Intoxication or use of alcoholic beverages, narcotics, drugs or controlled substances, while on duty, to such excess as to reflect discredit upon the City, or reporting for duty in a condition that is unfit for duty.
- d) Conviction of any felony or disregard and frequent violations of City Ordinance/Codes, State or Federal law.
- e) Willful misuse, misappropriation, or destruction, theft, or conversion to personal use and gain of City property, materials, equipment or service.
- f) Frequent and habitual tardiness and/or absenteeism from duty.
- g) Acceptance of cash, gifts, or other items of value for performance of special favors through any municipal service as to create a financial charge against

any municipal budget account.

- h) Failure, upon adequate notice and after a reasonable period of time within which to correct the condition in question, to correct a physical condition which interferes with the EMPLOYEE'S ability to perform their assigned duties and which condition can be corrected by the voluntary action or restraint on the part of the EMPLOYEE.
- i) Inappropriate, discourteous or offensive behavior toward other EMPLOYEES or customers.

ARTICLE 19 GRIEVANCE PROCEDURE

19.0 Definition

A grievance is a dispute or difference of opinion raised by an EMPLOYEE, or by a group of EMPLOYEES and/or Teamsters633/LPASE (with respect to a single common issue), covered by this agreement against the City involving the meaning, interpretation or application of this agreement.

19.1 Procedure/Resolution/General

This grievance procedure constitutes the sole and exclusive means of resolving grievances and EMPLOYEES will, at all times, continue to work as directed by the City. Related grievances may be consolidated and processed as a single issue. Every effort shall be made to resolve the grievance at the lowest possible level and as expeditiously as possible.

19.2 Grievance Procedures/Process

A grievance shall be processed in private conference in the following manner:

A. Grievance to Department Head and the Human Resources Division

The aggrieved shall submit a grievance in writing within 15 calendar days of the date of the occurrence or the discovery of an occurrence to the department head/designee and Human Resources. Within 15 calendar days after receipt of the grievance and after a meeting with the EMPLOYEE, the department head shall render a written decision on the grievance. If either the aggrieved or the City's representatives do not respond within the time period herein stipulated, the matter shall be decided in the other party's favor. The remedy specified in the grievance will be implemented when the City has not responded within the time constraints specified, and the grievance shall be considered dismissed when the aggrieved has not responded within the time constraints specified.

B. Grievance to the City Manager or designee.

The aggrieved or representative may file an appeal, in writing, of the Step 1 decision within 15 calendar days of receipt of the Step 1 decision. The City Manager/designee shall, after a meeting with the EMPLOYEE, render a written decision on the appeal within 15 calendar days after receipt of the appeal.

C. Grievance to Third Party

If the City Manager/designee does not resolve the grievance, Teamsters633/LPASE shall have the sole right to appeal that decision and the matter shall be submitted to arbitration, providing Teamsters633/LPASE notifies the City Manager/designee of such request within ten (10) calendar days of receipt by Teamsters633/LPASE of the City Manager's/designee's decision. The following procedure shall be used to secure the services of an arbitrator:

1. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days following the date the request for arbitration was received the American Arbitration Association (AAA) will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the list within ten (10) calendar days, the American Arbitration Association may be requested to designate an arbitrator.
3. The arbitrator shall furnish a written decision within thirty (30) days of the arbitration hearing.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and meals shall be borne equally by the City and Teamsters633/LPASE.
5. The decision of the arbitrator shall be final and binding, except that both parties specifically retain their right to appeal the decision to the appropriate judicial body as provided for in RSA 542:1.

19.3 Extension of Time Limits

The time limits specified herein may be extended by mutual consent.

19.4 Agreement to Follow All Steps

The parties agree to follow the foregoing steps in the processing of a grievance, and if in any step the City's representative fails to give a written answer within the time limits therein set forth, Teamsters633/LPASE may appeal the grievance to the next step at the expiration of such time limit. If Teamsters633/LPASE fails to appeal the grievance to the next step within the limits stated above, the last answer of the City's representative shall be final and binding on all parties.

ARTICLE 20 CLOTHING/UNIFORMS/EQUIPMENT

20.0 Uniformed Employees

Uniformed EMPLOYEES are provided uniforms by the City. The types, quantities and ancillary equipment provided will be determined by the department head, but in no case shall an employee be made to pay for any piece of uniform deemed necessary by the department head.

20.1 Plain Clothes

Uniformed EMPLOYEES who are expected to wear civilian clothing from time to time in the performance of their job will receive an annual clothing allowance of \$ 550.00 dollars for the acquisition, repair, replacement and upgrade of said clothing. This allowance will be provided through payroll once a year and any tax ramifications will be the responsibility of the EMPLOYEE. The EMPLOYEE must work for a 12-month period to be eligible for this allowance.

20.2 Clothing Allowance – Non-uniformed (Field Employees)

The City shall provide an allowance of up to \$550.00 per year for Tier 1 and \$200.00 for Tier II (prorated for new employees). EMPLOYEES may purchase work clothes and equipment such as steel-toes safety footwear, coveralls, and work clothes, prescription safety glasses, shirts, jackets or other like items. EMPLOYEES may purchase any article of work related clothing when needed for this allocation. The City shall furnish safety vest and helmets and other safety items as needed for the health and safety of its EMPLOYEES. All items covered by this section lost or damaged through the gross negligence of the EMPLOYEE shall be the liability of the EMPLOYEE. Allowances will be paid through payroll (month of January of each year) and any tax ramifications will be the responsibility of the EMPLOYEE.

LPASE MEMBERS CLOTHING LIST

PUBLIC WORKS: 1st Tier Allowance (\$550.00)

1. Water Superintendent
2. Wastewater Superintendent
3. Utility Maintenance Superintendent
4. Solid Waste Manager
5. O&M Manager
6. O&M Superintendent
7. Parks & Grounds Superintendent
8. Fleet Maintenance Superintendent
9. City Engineer

10. Building Inspector/Health Office
11. Field Inspector
12. Electrical Field Inspector

PLANNING & ASSESSING: 2nd Tier Allowance for summer/winter type jacket with city logo (\$200.00).

1. City Planner
2. Senior Planner
3. GIS Coordinator
4. Associate Planner
5. Field Assessor

20.3 Cleaning, Maintenance, Replacement, Tailoring – Uniforms and Suits (Plain Clothes)

A cleaning service will be provided at City expense for the required Police and Fire uniforms on a twice a week pickup and delivery basis. The City will provide services to sew on patches or make any necessary alterations to uniforms which may be required. The City shall replace or repair uniforms damaged in the line of duty, or which become unfit for wear through the course of normal wear. No replacement shall be made when damage was caused by the gross negligence of the EMPLOYEE.

In addition, a cleaning service will be provided at the City's expense for the required "Plain Clothes" EMPLOYEES who wear suits in the execution of their work duties on a twice a week pickup and delivery basis.

20.4 Replacement of Personal Equipment

EMPLOYEE personal effects or clothing lost or damaged while the EMPLOYEE is in the performance of duty shall be repaired or replaced by the City, up to a limit of \$300 or eyeglasses up to a limit of \$300, if not reimbursable or replaced by workers compensation and provide that:

- 1) The loss or damage was in no way caused by the gross negligence of the EMPLOYEE, and;
- 2) Adequate proof is made that the loss or damage was incurred in the performance of a function related to the job to the EMPLOYEE.

ARTICLE 21 TEAMSTERS633/LPASE REPRESENTATION – BUSINESS

21.0 Listing of Teamsters633/LPASE Officers

A list of LPASE officers or other representatives shall be furnished to the City immediately after their designation and Teamsters633/LPASE shall notify the City within ten (10) days of any changes.

21.1 Pay for City and Teamsters633/LPASE Meetings/Working Hours

Teamsters633/LPASE may conduct business on and in City property and buildings provided that they are at a responsible time and approved by the department head, designee or person responsible for scheduling use of buildings, rooms, etc. and do not interfere with the normal conduct of City operations. Meetings are held after normal work hours. EMPLOYEES on shift or non-traditional schedules may attend these meetings while on duty if excused by their supervisors.

Exempt Teamsters633/LPASE representatives will have reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances, negotiating sessions or to attend to official Teamsters633/LPASE business, provided such time away from work does not substantially interfere with the work of the departments involved. Such time will not be unreasonably withheld.

Non-Exempt Teamsters633/LPASE representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjusted meetings or negotiation sessions. Permission to attend such meetings shall not be unreasonably withheld. It is expressly understood the time spent in attending to grievance adjustment, meetings, negotiating sessions, or other Teamsters633/LPASE business will not be counted in determining the number of hours worked for overtime hours.

21.2 No Compensation for Time Outside Working Hours – Grievances

Teamsters633/LPASE representatives shall not be compensated for time spent in grievance and grievance adjustment meetings outside their normal or regular working hours.

21.3 City will Schedule Grievance Adjustment Meeting

Grievance adjustment meetings will be scheduled during the EMPLOYEE'S normal or regular working hours by the City at a time that is reasonable for both

parties and that minimizes or avails lost working time.

21.4 Teamsters633/LPASE Representative - Ok to meet with Supervisors

Representatives of Teamsters633/LPASE shall, upon prior request, have the opportunity to meet with their supervisors on City premises during working hours.

21.5 Payment to Attend Teamsters633/LPASE Functions

EMPLOYEEES elected as officers of Teamsters633/LPASE or their designees are allowed up to two (2) days per year to attend conventions or seminars in the interest of Teamsters633/LPASE. This time is granted up to a maximum of two (2) employees. It is expressly understood that the time spent in attending to these functions will not be counted in determining the number of hours worked for overtime hours.

ARTICLE 22 TERMS OF EMPLOYMENT / MISC. BENEFITS

22.0 Defense and Indemnification

EMPLOYEES shall be indemnified in accordance with NH RSA 31:105 and the resolution passed by the City Council on March 15, 1977.

The City will indemnify and save harmless any EMPLOYEE from personal financial loss and expense, including reasonable legal fees and costs, if any, rising out of any claim, demand, suite or judgment by reason of any act or omission constituting a violation of the civil rights of an employee, teacher, student, or any other person under any Federal law if such act or omission was not committed with malice and if the indemnified person at the time of such act or omission was acting within the scope of employment or office pursuant to RSA 31:106.

22.1 Licenses

The City shall pay annual licensing or registration fees when such licenses or registration is required for performance of the position. This does not include normal driving licenses.

EMPLOYEES, where licenses/registrations are necessary as a condition of employment, shall maintain in good standing all necessary license(s)/registrations requirements to perform their job duties and responsibilities for the City. Any fee(s) required due to lapse of licenses/registrations on the part of the EMPLOYEE will be the responsibility of that EMPLOYEE.

22.2 Professional Associations

The CITY shall pay for the annual dues or fees related to membership in EMPLOYEES professional association(s) as may be budgeted and approved by the department head.

22.3 Education Reimbursement/Incentives

If an EMPLOYEE wishes to take a course or training session directly related to his/her City current employment, he/she may request in advance approval from the City Manager who may authorize reimbursement for up to 100% of the cost of the program upon evidence of satisfactory completion of the course. Such approval will be dependent upon the relevance of the course and availability of funds.

For clarification purposes, it will be the policy of the City to comply with this section and the entire article as follows:

The City encourages EMPLOYEES to continue their education for their personal and professional development and for the benefit of the City. EMPLOYEES who enroll in formal education programs may be eligible for release time to pursue classes during normal work hours. The release time may be permitted under the following conditions:

- EMPLOYEE requests advance approval from the City Manager with approval of the department head. Such approval will be dependent upon the relevance of the course and the availability of funds.
- The course or course of study has a relevance to the City and/or the EMPLOYEE's position.
- The EMPLOYEE remains responsible for the fulfilling of his/her work responsibilities and duties.
- A copy of the EMPLOYEE's grade course is given to the department head, Human Resources and Manager's Office as soon as possible after the completion of the course.

Reimbursement for prior approved college credit courses will be as follows: (to include tuition and books)

- Completion of course with a final grade of:

A or 3.0 – 4.0 = 90%

B or 2.5 – 2.9 = 75%

C or 2.0-2.5 = 60%

It is understood that certain job descriptions require a specific level of education. It is not the intent of the City to provide reimbursement for educational courses not relevant to the performance of the job. (e.g. the City will not pay for courses in an unrelated field.)

22.4 Other Courses, Seminars, Non-Graded Classes/Education Programs

- A. EMPLOYEES may attend approved courses relating to current employment or possible promotion. The City will reimburse provided: (1) sufficient funds are budgeted; (2) the course is approved by the department head before registration.
- B. Under circumstances of seminars, non-graded classes, or educational programs applicable to the continuance of certification of EMPLOYEES

relative to their employment, the CITY will pay the cost of such programs subject to the same conditions in "A" above. Reimbursement for such educational and training programs shall be as follows: seminars, conferences and training programs – tuition, fees, lodging, meals and travel as required by the type of program and time and location contingent upon successful completion in accordance with applicable City policies related to travel and expense reimbursement.

A record of each course, training school, program, or conference attended and satisfactorily completed by any EMPLOYEE shall be kept as part of the EMPLOYEE'S personnel record.

ARTICLE 23 FINAL RESOLUTION

23.0 Entire Agreement

- A. This agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior agreements and practices, whether written or oral, unless expressly stated to the contrary herein. This agreement will not change any current written agreement or sidebar in effect as of this signing, unless it is in the EMPLOYEE'S favor. This agreement shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.
- B. The parties acknowledge that during negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Teamsters633/LPASE, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specially referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties mutual agreement in writing.

23.1 Emergency Conditions

Notwithstanding the previous provisions of the article, if it is determined, in the discretion of the City Manager, that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this agreement may be suspended by the department head, or his/her designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

23.2 Distribution

Upon final execution of this Agreement, the City shall print and distribute an initial copy of the Agreement to all Teamsters633/LPASE members in the employ of the City as of the execution date, the City also shall be responsible for distributing a copy of the Agreement to all unit EMPLOYEES hired after the date of execution.

ARTICLE 24 TERMINATION & LEGALITY

24.0 Separability

If any provision of this agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

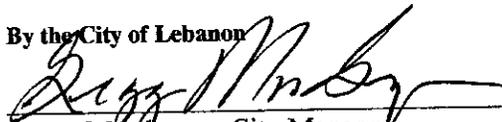
Article 25 DURATION OF AGREEMENT

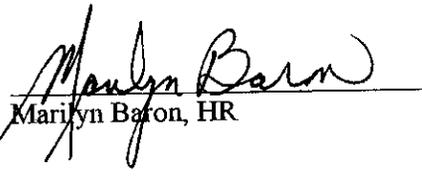
25.0 Duration of Agreement

This agreement shall be effective on January 1, 2010 and shall remain in effect through December 31, 2013 and from year to year thereafter unless either party notifies the other in writing no later than ninety (90) days prior to termination date or its anniversary that it desires to modify or terminate this agreement. If such notice of desire to modify is given, the City and Teamsters633/LPASE agree to meet no later than 60 days for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning 2014. The City and Teamsters633/LPASE likewise agree that this contract shall remain in effect pending all negotiations and until it is replaced by a succeeding agreement.

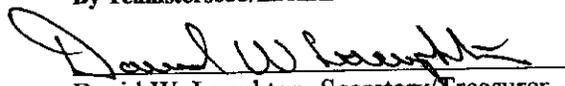
**IN WITNESS WHEREOF THE PARTIES HAVE HEREUNDER TO SET THEIR
HANDS AND SEAL THIS DAY OF 2009.**

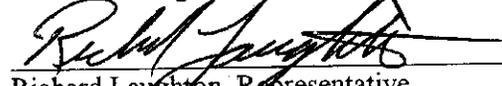
By the City of Lebanon

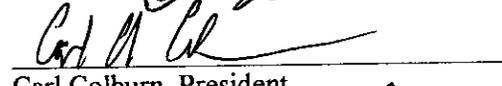

Gregg Mandasager, City Manager

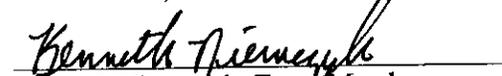

Marilyn Barton, HR

By Teamsters633/LPASE

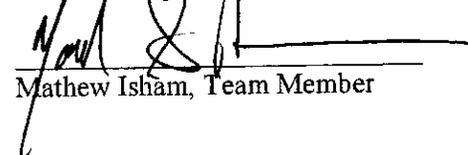

David W. Laughton, Secretary/Treasurer


Richard Laughton, Representative


Carl Colburn, President


Kenneth Niemczyk, Team Member


Sean Fleming, Team Member


Mathew Isham, Team Member

Appendix A: **D.R.I.V.E PAYROLL DEDUCTION FORM**

D.R.I.V.E. AUTHORIZATION AND DEDUCTION

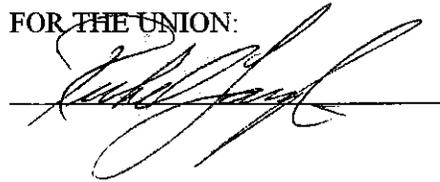
In addition to the terms and conditions contained in the Collective Bargaining Agreement between the Employer and the Union, the Employer and Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. (Democratic Republican Independent Voter Education). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deduction from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

GRANITE STATE TEAMSTERS
P.O. BOX 870
MANCHESTER, NH 03105

Send on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

FOR THE UNION:



FOR THE EMPLOYER:

