

**Collective bargaining Agreement
By and Between**

City of Lebanon, NH

And

**Lebanon Professional, Administrative and Salaried Employees
(LPASE)**

Effective January 1, 2022, through December 31, 2024

LPASE
Articles and Contents

Preamble	5
ARTICLE 1 RECOGNITION	
1.0 Membership Statement	6
1.1 Membership Maintenance	6
1.2 Maintain By-Laws	6
ARTICLE 2 NON-DISCRIMINATION	
2.0 City-LPASE Non-Discrimination/No Retaliation /Gender Neutral	7
2.1 Non-Interference	7
2.2 Representation All Employees	7
ARTICLE 3 MANAGEMENT RIGHTS	
3.0 Rights and Responsibilities	8-9
ARTICLE 4 PROBATIONARY EMPLOYEES - DEFINED	
4.0 Purpose	10
4.1 Period to Serve	10
4.2 Disciplinary Procedures -Probationary Period	10
ARTICLE 5 VACANCIES/PROMOTIONS	
5.0 Vacancy Defined	11
5.1 Promotions – Employee Interest and Qualifications	11
5.2 Posting for Positions	11
5.3 Selection of Qualified Candidate	11
5.4 Temporary Assignment	12
5.5 Promotions/Transfers/Demotions - Probationary Period	12
ARTICLE 6 LAYOFF AND RECALL PROVISIONS	
6.0 Layoff and Recall	13
6.1 Benefits Retained/Non-Accrual	13
6.2 Department/Division etc. Abolishment	13
ARTICLE 7 SENIORITY	
7.0 Seniority	14
7.1 Seniority List	14
7.2 Termination of Seniority	14
ARTICLE 8 COMPENSATION/WAGES/RATES OF PAY	
8.0 Rates of Pay/Salary Plan	15
8.1 General Wage Increase (GWI)	16
8.2 Performance Evaluations	16

ARTICLE 9 HOURS OF WORK	
9.0 Scheduled and Non-Scheduled Work Assignments	17
9.1 Definitions	17-18
9.2 Compensatory Time -Non-Exempt Employees	18
9.3 Flex Time – Exempt Employees	18
9.4 Training Sessions -Non-Exempt Employees	18
9.5 Public Works Superintendents	18-19
ARTICLE 10 HOLIDAYS	
10.0 Paid Holidays	20
10.1 Holiday Pay-Non-Exempt Employees	20
ARTICLE 11 VACATIONS	
11.0 Vacations	21
11.1 Vacation Time Taken –Block/Request for Time	21
11.2 Termination/Payment for Unused Vacation Time	21-22
11.3 Vacation Time During Illness	22
11.4 Vacation Carry Over	22
ARTICLE 12 LEAVES FOR ILLNESS	
12.0 Sick Leave Purpose	23
12.1 Sick Leave Use	23
12.2 Sick Leave Availability and Notification Requirements	23
12.3 Sick Leave Earning	23
12.4 Sick Leave Payout	24
ARTICLE 13 INJURY LEAVE	
13.0 Workers Compensation (WC) Insurance Report/Payment	25
13.1 Waiting Period	25
13.2 Workers' Compensation	25
13.3 Denial of Workers Compensation Benefit	25
13.4 Compounding	26
ARTICLE 14 LEAVES WITH PAY/WITHOUT PAY	
14.0 Bereavement Leave Immediate Family	27
14.1 Bereavement Leave Other, etc.	27
14.2 Bereavement Leave Additional Time -when charged	27
14.3 Professional Leave	27
14.4 Personal Leave	28
14.5 Jury Duty	29
14.6 Intentionally Left Blank	29
14.7 Administrative Leave	29
14.8 Leave without Pay / Procedure -Reasons	29
14.9 FMLA – Family Medical Leave Act	30
ARTICLE 15 MILITARY LEAVE	
15.0 Active Military Leave	31
15.1 Reserve Military Leave	31

ARTICLE 16 INSURANCE/HEALTH, DENTAL, STD, LTD, ETC.	
16.0 Hospitalization Medical Insurance	32-33
16.1 FSA Dependent Care & Medical Reimbursement	34
16.2 Income Protection Insurance	34
16.3 Immunizations	35
16.4 Physicals	35
16.5 Life	35
ARTICLE 17 RETIREMENT	
17.0 State Retirement System	36
ARTICLE 18 DISCIPLINE/DISCIPLINARY ACTIONS	
18.0 Responsibility to Follow all Regulations, etc.	37
18.1 Progressive and Corrective Discipline	37
18.2 Disciplinary Action-Suspension/Discharge to be Written	37
18.3 Order of Disciplinary Action	37
18.4 Notification	37
18.5 Disposition of Written Warnings	37
18.6 Disciplinary Action	38
ARTICLE 19 GRIEVANCE PROCEDURE	
19.0 Definition	39
19.1 Procedure/Resolution/General	39
19.2 Grievance Procedures/Process	39
19.3 Extension of Time Limits	40
19.4 Agreements to Follow All Steps	40
ARTICLE 20 CLOTHING/UNIFORMS/EQUIPMENT	
20.0 Uniformed Employees	41
20.1 Plain Clothes	41
20.2 Clothing Allowance -Non-uniformed (Field Employees)	41-42
20.3 Cleaning, Maintenance, Replacement and Tailoring - Uniforms/Suits	42
20.3.1 Contracting Clothing/Uniform Services	42
20.4 Replacement of Personal Equipment	42-43
ARTICLE 21 LPASE REPRESENTATION - BUSINESS	
21.0 Listing of LPASE Officers	44
21.1 Pay for City/LPASE Meetings/Working Hours	44
21.2 No Compensation for Time Outside Working Hours - Grievances	44
21.3 City will Schedule Grievance Adjustment Meeting	44
21.4 LPASE Representative - Ok to meet with Supervisors	44
21.5 Payment to Attend LPASE Functions	45
ARTICLE 22 TERMS OF EMPLOYMENT I MISC. BENEFITS	
22.0 Defense and Indemnification	46
22.1 Licenses	46
22.2 Professional Associations	46
22.3 Education Reimbursement/Incentives	47
22.4 Other Courses, Seminars, Non-graded Classes/ Educational Programs	47

ARTICLE 23 FINAL RESOLUTION	
23.0 Entire Agreement	48
23.1 Emergency Conditions	48
23.2 Distribution	48
ARTICLE 24 TERMINATION & LEGALITY	
24.0 Separability	49
ARTICLE 25 DURATION OF AGREEMENT	
25.0 Duration of Agreement	50
APPENDIX B: LPASE SALARY GRADES	51
APPENDIX A: D.R.LV.E. PAYROLL DEDUCTION FORM	52

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 /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 /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 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 /LPASE members are referred to as EMPLOYEES.

As of the effective date of this contract, the positions shall exist within 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 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 LPASE right to establish and maintain by-laws.

Article 2 NON-DISCRIMINATION

2.0 City and LPASE Non-Discrimination - Discrimination Clause- Gender Neutral

Neither the City nor 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, 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) 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 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, to establish performance evaluation criteria 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 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 and one-year of employment date (month and day).

Performance Evaluation: If the performance evaluation at the conclusion of the EMPLOYEE'S one year probationary period is satisfactory, the EMPLOYEE'S At-Will status will change to regular full-time and s/he shall have all the rights/benefits to become a candidate for LPASE membership.

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, layoff 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 – Employee Interest and Qualifications

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 the most qualified outside applicant, as determined by the Department Head or his/her designee, the EMPLOYEE will be given preference. When two or more EMPLOYEES appear equally qualified for promotion, preference shall be given to the LPASE EMPLOYEE with seniority.

5.2 Posting of Positions

General:

All positions within LPASE will be subject to the posting procedures specified within. When filling vacancies for positions in 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

EMPLOYEEES temporarily assigned to assume all of the responsibilities and duties of a higher-grade position for more than two (2) consecutive weeks, shall receive increased compensation for the term of the assignment. Such temporary assignment shall be authorized by the City Manager. The temporary rate of increased compensation shall be five (5) percent above the current rate of the EMPLOYEE or the minimum rate of pay of the higher-grade position, whichever is greater.

5.5 Promotions/Transfers/Demotions - Probationary Period

A promoted, transferred or demoted (i.e., a demotion which is voluntary or involuntary, *including* bumping due to layoff) EMPLOYEE shall serve a one (1) year probationary period and shall receive a performance evaluation at the six (6) month and one (1) year anniversary date effective the month and day of promotion, transfer or demotion.

Should a promoted, transferred or voluntarily demoted (i.e., does *not* include bumping due to layoff or involuntary demotion) EMPLOYEE'S performance be unsatisfactory, or should the promoted, transferred or voluntarily demoted EMPLOYEE find the job unsatisfactory during the probationary period, the EMPLOYEE will be entitled to return to his/her prior position and the prior paid rate for that position without a loss of seniority or benefits, if the position is vacant. If the position that the EMPLOYEE vacated upon promotion, transfer or voluntary demotion is filled, the EMPLOYEE will be terminated unless there is a position open and funded for which the EMPLOYEE meets the minimum qualifications of the position and for which s/he has seniority. In the latter instance, the EMPLOYEE will be paid either the pay rate for that position or, with prior City Manager approval, the City Manager may, at his or her sole discretion, authorize a higher pay rate within the applicable grade based on for example, education, experience and/or training.

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, discipline and current/past performance evaluations shall be considered in all layoffs and rehires.

Whenever there is a layoff where there are two (2) or more LPASE EMPLOYEES holding the same position and further, with all things being equal between the two EMPLOYEES (e.g., qualifications, discipline, current/past performance) as solely determined by the City Manager, the EMPLOYEE with the least seniority in the department shall be the first EMPLOYEE laid off. The laid off EMPLOYEE may bump another LPASE EMPLOYEE in the same department with less seniority than the laid off EMPLOYEE for a LPASE represented position that the laid off EMPLOYEE previously held and for which the laid off EMPLOYEE currently meets the qualifications as set forth in the current job description for the position. A LPASE EMPLOYEE that has bumped another less senior LPASE EMPLOYEE shall be placed in the position of the bumped EMPLOYEE at the salary which the bumped EMPLOYEE currently earns. In the event there is more than one incumbent in the position subject to bumping, the LPASE EMPLOYEE to be bumped will be the least senior incumbent.

The EMPLOYEES shall be given written notice of the reasons for the layoff, thirty (30) calendar days prior to the date of layoff. The EMPLOYEE shall receive a paid severance package equal to 8 weeks of wages and health and/or dental benefits if they were enrolled under the City's health and/or dental benefits. If the employee was enrolled in health and/or dental benefits at the time of the lay-off; they are eligible for COBRA continuation coverage upon separation of employment. Recall decisions shall be made at the discretion of the affected department based upon departmental needs. Recalled employees will have 30 days to return to their position once notification is received.

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 thirty (30) day prior notice of such planned abolishment or disbandment. In such cases, insurance benefits that are eligible for continuation upon separation of employment will continue for 30 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 the 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.o Rates of Pay/Salary Plan All EMPLOYEES shall be paid in accordance with Ordinance No 18, Salary Plan. Salary grades shall be reviewed periodically based on available funding.

Newly hired EMPLOYEES shall be hired at the minimum pay rate of the applicable salary grade. A new EMPLOYEE may be hired at a higher pay rate with prior City Manager approval and the recommendation of the Department Head, a new employee may be hired at a higher rate of pay within the salary grade if the employee has prior experience and/or training relevant to the position the employee is being hired for, and department funding is available.

Upon the successful completion of employment, the EMPLOYEE shall be eligible for an annual merit-based increase of up to 3%. The amount of the merit increase shall be determined by the City Manager based upon the Department Head's annual performance review of the employee. Salary increases may not exceed the salary range for the grade classification.

The 2023 calendar year, employees will receive their evaluation but will forgo a merit increase upon their evaluation. Merit increases will commence again in the year 2024 and continue through the end of this collective bargaining agreement – December 31, 2024. For clarification purposes, employees will receive one merit increase in 2024 as the merit increase for 2023 was abstained.

Promotional and Transferred Increase: LPASE EMPLOYEES who are promoted to a higher LPASE grade position and City employees that are not members of LPASE who are appointed to a LPASE position, shall be paid at the starting pay rate of the new grade. The City Manager or designee may, at his or her sole discretion, authorize a promotion or appointment to a higher pay rate within the applicable grade based on for example, experience and/or training. However, in no instance shall an employee be promoted or appointed to a position at a rate of pay which is lower than his or her rate of pay immediately prior to promotion or appointment. After a successful completion of one-year; the employee will be eligible for an annual performance review with a Merit increase based upon the criteria of the performance evaluation system in use at the time of the performance review.

An EMPLOYEE demoted to a lower grade position, whether voluntarily or involuntarily (does not include bumping, see §6.o) shall receive the pay rate of the lower grade position which is consistent with his/her skills, qualifications and years of relevant experience.

8.1 GENERAL WAGE INCREASE (GWI)

Salary grades shall be adjusted in accordance with a General Wage Increase (GWI), as noted below.

Effective Date	Percentage Increase
January 1, 2022	3%
January 1, 2023	1-3% * (see below)
January 1, 2024	1-3% * (see below)

*The January 1, 2022, GWI shall be 3%. The January 1, 2023 GWI shall be based on the NE Urban CPI for June 2021 – June 2022, but in no case shall be less than (1%) nor greater than three percent (3%). The January 1, 2024, GWI shall be based on the NE Urban CPI for June 2022 – June 2023, but in no case shall be less than (1%) nor greater than three percent (3%).

Due to the 2021 wage & classification study performed by Municipal Resources regarding police position wages; lieutenants and captains will receive adjustments to wages to offset compression issues of the patrol officers, corporals, and sergeants. On January 1st, 2022 lieutenants and captains will move to the wage indicated in Appendix A (attached) inclusive of their 3% GWI. Lieutenants and Captains will be eligible to receive their step increase upon their 2022 anniversary date provided the wage does not exceed the capped grade scale.

8.2 Performance Evaluations

The City will conduct performance evaluations on or before an EMPLOYEE'S anniversary month and day of hire or month and day of promotion, transfer, or demotion, whichever occurred last. See also, §4.1 and §5.5.

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 Standards 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 either:
- I. daily shift such as 7:00 am to 3:00 p.m. or 8:00 am to 4:00 pm or
 - II. consistent policy 2020.1, daily shift of 7:00 am to 5:00 pm, Monday-Thursday or any other alternate 4 day-workweek schedule agreed upon with the department head. Holidays falling on a Friday or designated/agreed day off will not be a paid holiday.

Each work day shall include a paid lunch break period not exceeding sixty (60) minutes. If the lunch break period is reduced, the daily shift may also be reduced accordingly with the approval of the department head. (Ex.: 7:00 to 3:00)

Overtime Requirements: EMPLOYEES may be required to work overtime and will be paid one and one-half (1.5) hours pay for each hour worked for all hours worked in excess of forty (40) hours in a 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. Core hours do not apply as 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. Work schedules shall be determined by the Department Head with City Manager approval to reflect the needs of the EMPLOYEE'S department. If agreed upon with the department head, exempt employees may work a compressed work scheduled (4-day work week).

- 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.
Compressed Work Schedule (4 day work week): A compressed work schedule allows an employee to work a traditional 40-hour workweek in less than the traditional 5-day workweek schedule. If agreed upon with the Department Head and City Manager.
- f.) **Core Hours: Are the department's operational customer service hours (a fixed block of time) which an employee is expected to be at work unless on approved leave.**

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 – EXEMPT EMPLOYEES

The City acknowledges there are certain exempt positions that are required to attend regular and frequent evening or other meetings which occur outside of the EMPLOYEE'S normal work hours. In these instances, a Department Head may, upon prior request from an EMPLOYEE, permit the EMPLOYEE to adjust his or her schedule to accommodate such meetings or additional work, provided the adjustment occurs within 30 working days of the meeting or additional hours worked and does not impair the City's ability to provide effective and efficient service, as solely determined by the Department Head.

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 cell phone, pager, or other digital communication devices and are required to report to work during non-duty hours when they deem appropriate based on the circumstances of the call. Each Superintendent will be on call on a rotational basis based on a schedule mutually agreed to by the Superintendents and the Department Head or his/her designee. Superintendents may swap standby days / weeks upon prior notification to the Department Head or his/her designee.

Each Superintendent will be compensated at the rate of \$52 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 (2) 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.

Standby - Water, Wastewater and Utility Maintenance groups only

The parties agree that so long as the AFSCME collective bargaining agreement contains a provision for the inclusion of LPASE personnel in the Water, Wastewater and Utility Maintenance standby duty, AFSCME personnel will be included in standby duty for these groups.

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 (3) 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 worked in excess of 16 consecutive hours worked will be compensated at the rate of double time. For the purpose of this provision, employees shall not be paid double time during the normal scheduled work hours. However, hours worked during the normal workday will count towards the sixteen (16) consecutive hours.

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

The following shall be paid holidays.

- 1) January 1
- 2) Martin Luther King Day (3rd Monday in January)
- 3) President's Day (3rd Monday in February)
- 4) Memorial Day (last Monday in May)
- 5) July 4
- 6) Labor Day
- 7) Veteran's Day (November 11th)
- 8) Thanksgiving Day
- 9) Friday after Thanksgiving
- 10) Either the day before Christmas or the day after Christmas
- 11) Christmas Day

Columbus Day was replaced with a day added to reflect either the day before Christmas or the day after Christmas as a new holiday. The election of the day prior to or the day after Christmas will be determined by the City Manager at the beginning of each calendar year to allow all employees (including those with a 4-day work week) the benefit of the day off.

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.

If working a compressed work schedule, holiday's falling on a Friday or such day not working will not be a paid holiday.

10.1 Holiday Pay - Non Exempt Employees

EMPLOYEEES 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) Vacation hours shall accrue per the following schedule:

CONTINUOUS EMPLOYMENT	HOURS EARNED PER MONTH
0 month through the 48 th (0-4 years)	6.75
49 th month through the 108 th (5-9 years)	10.00
109 th month through the 168 th (10-14 years)	13.50
169 th month and above (15+ years)	15.00

Vacation hours shall not accrue to any employee who does not work due to non-work related illness or injury during an entire calendar month. For example, no vacation shall accrue if an employee is out of work due to a non-work-related injury on January 1st and performs no work prior to February 1st.

11.1 Vacation Time Taken – Block/Request for Time

- a) Vacation time should be submitted for prior 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 whose vacation request was approved by the department head first will receive their vacation time.

11.2 Termination/Payment for Unused Vacation Time

An EMPLOYEE must be in good standing to be eligible to receive their buyout of accrued vacation time. An employee who resigns or retires from service must provide a 2-week notice and work through the 2-week notice period to be paid for their vacation hours, unless an early release is authorized by the City Manager. 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.

Vacation time will be paid to the beneficiary on file with NHRS to an employee who dies while employed with the City.

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 an EMPLOYEE’s anniversary month of hire will be as follows:

CONTINUOUS EMPLOYMENT	MAXIMUM HOURS
0 month through the 48 th (0-4 years)	161.00
49 th month through the 108 th (5-9 years)	200.00
109 th month and above (10+ years)	242.00

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 vacation year.

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. EMPLOYEES may also use sick leave for the illness or injury of an immediate family member, defined as the employee's parents, step-parents, spouse or domestic life partner (not both and domestic life partner as defined in Article 14, §14.0 Bereavement Leave), child(ren) and step-child(ren). EMPLOYEES may also use sick leave for their own or their immediate family members' doctor appointments.

For FMLA qualifying conditions, the use of sick leave shall comport with those requirements set forth in the City's FMLA policy.

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

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 regular full time EMPLOYEES shall be entitled to 10 hours of sick leave per month for each month worked. Each employee will accrue 10 hours of sick leave for each full month they have been employed by the City. Each employee shall be eligible to accrue up to a maximum of 480 hours. Current employees whose sick accruals exceed 480 hours will be Grandfathered and allowed to keep their current sick accruals. Grandfathered employees will not accrue additional sick time until their sick accruals fall below 600 hours. Grandfathered employees will be able to accrue up to a maximum of 600 sick hours thereafter. Current employees whose sick accruals are at or below 480 sick hours and employees hired after 1-01-2022 will accrue up to a maximum of 480 sick hours.

Sick leave shall not accrue during an absence from work for a full calendar month or more or if the absence is due to unpaid leave or Short-Term Disability (STD).

12.4 Sick Leave Payout

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

- 120 hours of sick leave payout with five (5) years of service;
- 240 hours sick leave payout with ten (10) years of service;
- 480 hours sick leave payout with twenty (20) or more years of service

To be eligible for the payout of unused sick leave, an employee must voluntarily resign or retire from service, leaving in good standing. The employee needs to provide a 2-week notice, and work through the notice period unless an early release is authorized by the City Manager. The appropriate amount of sick leave will be determined by the employee's years of service. Accumulated sick leave shall not be payable to any employee not in good standing, who is under suspension, or who is terminated due to a work-related criminal action, or who terminates due to just cause or who involuntarily leaves their employment.

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. The City shall provide workers' compensation benefits in accordance with RSA 281-A.

13.1 Waiting Period

During the waiting period, an EMPLOYEE'S determination for workers' compensation benefits could be delayed or denied due to lack of medical evidence. In that event, an EMPLOYEE shall be required to use his/her accumulated sick leave. Upon exhausting accumulated sick leave, an EMPLOYEE shall then use his/her accumulated personal leave and then accumulated vacation.

13.2 Workers' Compensation

Separate from the income protection insurance provided, the City shall also provide workers' compensation benefits for work related illness, injury or disability. The income protection plan provided by the City shall consist of the application of workers' compensation benefits and will be supplemented by the employee's accruals at or as close to 40% of their normal weekly (without overtime) wage amount to bring the employee as close as possible to 100% of their base pay. In this regard, for each day of illness, injury or disability, the following sources of income to EMPLOYEES shall be applied as follows:

- 1) Workers' compensation actually received by the EMPLOYEE, exclusive of any medical reimbursements or credits.
- 2) Salary continuance payments as outlined below. Any health premiums, dues, and contributions to the New Hampshire Retirement System will be deducted from these salary continuance payments. If sufficient salary continuance is not available, any health premiums due will need to be paid directly to the City, by the EMPLOYEE, on a weekly/monthly basis.
 - i. Accumulated sick leave to be applied in full or partial days until accumulated sick leave is exhausted; then
 - ii. accumulated personal leave and then accumulated vacation to be applied in article 9
 - iii. full or partial days until exhausted.

The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

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 workers' compensation from a second job, the EMPLOYEE must pay back any portion of his/her combined income and paid leave (i.e., sick, vacation and personal) that is in excess of his/her total weekly base pay to the City. Paid leave may be denied if the necessary proof of other compensation is not provided.

ARTICLE 14 LEAVES WITH PAY/WITHOUT PAY

14.0 Bereavement Leave Immediate Family

Upon the death of an employee's immediate family member, the employee may request leave of up to five (5) working days following such death without loss of pay. Absent extenuating circumstances and written approval of the City Manager, immediate family bereavement leave must be taken within seven (7) calendar days of the death.

Immediate family shall include the employee's parents, step-parents, spouse or domestic life partner, children, step-children and siblings. Domestic Life Partner is defined as two (2) persons in a committed relationship of a two (2) year or longer duration and residing in the same domicile. In any calendar year, an employee may receive bereavement leave for the death of his or her spouse or domestic life partner, but not for both.

14.1 Bereavement Leave Other, etc.

Upon the death of an employee's extended family member, the employee may request leave of two (2) working days following such death without loss of pay. Absent extenuating circumstances and written approval of the City Manager, extended family bereavement leave must be taken within seven (7) calendar days of the death.

Extended family shall include the employee's grandparents, aunt or uncle, grandchild, parents-in-law, and brother or sister-in-law. In-law bereavement leave may be granted for an employee's spouse's or domestic life partner's (see definition of domestic life partner in §14.0, above) parents or siblings, but in any calendar year, an employee may not receive bereavement leave for both (e.g., if an employee's spouse's sister and domestic life partner's brother passes away, the employee may receive bereavement leave for either the spouse's sister or domestic life partner's brother, but not both).

14.2 Bereavement Leave Additional Time - when charged.

Upon prior written request and approval by the Department Head or his/her designee and the City Manager, an employee, in addition to the above-defined leave, may utilize vacation, sick or personal leave to supplement bereavement leave.

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. Leaves of absence with pay shall not exceed 30 consecutive calendar days.

14.4 Personal Leave

EMPLOYEES shall receive five (5) personal days per calendar year (40 hours). Personal days shall be credited to EMPLOYEES as of the first pay date in January of each calendar year.

Newly hired full time employees shall receive a prorated award of personal leave in the first calendar year of employment, per the following schedule:

Date of Hire	Prorated Personal Leave Days/Hours
January – March	5 days /40 hrs. regardless of 8 or 10 hr. schedule
April - September	3 days/24 hrs. working an 8 hour/schedule 3 days/30 hrs. working a 10 hour/schedule
October – November	2 days/16 hrs. working an 8 hour/schedule 2 days/20 hrs. working a 10 hour/schedule

Personal days shall not be accumulated from year to year and shall not be paid for if not used in the applicable calendar year. All personal days must be used by December 20th for payroll purposes.

Personal leave may be taken in fifteen (15) minute increments.

Unused personal leave shall not be paid upon separation of **any** type (e.g., retirement, voluntary resignation, layoff, discharge, etc.).

Each EMPLOYEE requesting personal leave shall notify his/her supervisor/manager at least twenty-four (24) hours before the beginning of the day the EMPLOYEE is seeking to take personal leave. If such notice is not given, the request may be denied. Under extenuating circumstances, the Department Head or his or her designee may waive the 24-hour notice, and such waive shall not be unreasonably withheld.

In the event more EMPLOYEES apply for personal time off than can be spared from the job at a given time, time off will be determined based on a first come / first serve basis, that is the EMPLOYEE who submitted the first request in writing may be approved and the last person who submitted a request in writing may be denied. Each EMPLOYEE will be given a written disposition of requests. Approved personal day / time off will not thereafter be cancelled or changed without mutual consent of the City and the EMPLOYEE.

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 documentation of actual 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 after being excused.

14.6 INTENTIONALLY LEFT BLANK

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.

An EMPLOYEE may be placed on administrative leave without pay during an internal investigation. The department head and/or City Manager shall consider the following when determining the appropriateness of placing an employee on administrative leave without pay.

1. If the employee's certification relative to his/her employment is suspended.
2. The employee is charged with a criminal offense.
3. After a threshold inquiry has been conducted which determines there is a sufficient likelihood the employee's action may result in disciplinary action that would lead to termination.
4. The employee's presence in the workplace may present a threat to the safety of other employees or the public.
5. The employees' presence in the workplace may interfere with an internal investigation or has the potential to intimidate potential witnesses who are employed by the City or a members of the public.

14.8 Leave without Pay / Procedure - Reasons

Leave of Absence Without Pay: Each employee may be granted a leave of absence without pay from his regular employment up to a maximum of ninety (90) working days at one time. Unpaid leaves of absence shall be requested in writing by the employee to the department head and the City Manager for approval or denial. The request shall state the amount of time and reason for leave. Vacation, sick and personal time will not accrue if the employee is absent for a full month. Eligible employees will be able to elect COBRA benefits for health and dental insurance if previously elected before their leave. Benefits and accruals will commence the first of the month following their re-employment.

Leaves granted may not exceed 90 days 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.

14.9 FMLA – Family Medical Leave Act

Employees may be eligible for leave per the provisions of the federal Family Medical Leave Act. Requests for FMLA leave should be directed to the Benefits Coordinator for evaluation and approval in accordance with the City’s FMLA policy.

ARTICLE 15 MILITARY LEAVE

15.0 Active Military Leave and/or Reserve Military Leave

Eligible EMPLOYEES shall be provided with an unpaid leave of absence in accordance with federal and state law and as outlined under USERRA (Uniformed Services Employment and Reemployment Rights Act of 1994). Employees may elect to use their accrued vacation or personal time with the permission of their Director if they elect to be paid.

It is the intent of the City to comply fully with the law. In the event of the need to implement 15.0, the law at the time will be that which is applied.

- 15.1** In the event an employee is deployed to active duty for 30 or more days; the City will pay the cost of the employee's 2-person or family health plan deduction during their active duty leave. Single person coverage is provided by the government therefore, this only applies to 2-person and family health plan insurance coverage.

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

16.o Hospitalization Medical Insurance

- A. The City agrees to provide the Lumenos Plan or equivalent to full-time EMPLOYEES. In addition, the City will make available, through a carrier of its choice, other plans as long as they are available and at no additional cost to the City.

The City shall be responsible for 85% of the Lumenos premium cost for health insurance.

- B. The City will provide 85% of the premium of the Lumenos or equivalent health plan, Dental, Short-Term Disability and Life Insurance.
- C. The City will fund once per year by the 2nd business day during in January (or once per year for newly hired employees) an HSA in the amount of \$4,500 for a family and 2-Person Lumenos plans and \$2,000 for a single Lumenos plan. Each year of the contract.

In year two, the City will fund by the 2nd business day of January (for employees hired after January 1 upon eligibility for insurance) an HSA in the amount of \$4,500 for family and 2-Person Lumenos plans and \$2,000 for a single Lumenos.

In year three, the City will fund by the 2nd business day of January (for employees hired after January 1 upon eligibility for insurance) an HSA in the amount of \$4,500 for family and 2-Person Lumenos plans and \$2,000 for a single Lumenos.

If an employee who enrolls in a Lumenos plan is ineligible to contribute to an HSA account because they are 65 years or older, the City shall provide such an employee with a benefit equivalent to the benefit being received by employees who enroll in a Lumenos plan and are eligible to contribute to an HSA, as set forth above in this section, as permitted by law.

- D. In lieu of the above coverage, an employee may, at their discretion and upon proof of coverage through another employer sponsored plan, other than one sponsored by the City of the Lebanon School District, elect alternative benefit options from the menu provided in the City's flexible benefit plan, provided, however, as to members hired after July 1, 1998 cash payments under the flexible benefit plan shall be limited to not more than the sum of \$300.00/per month for single plans and \$500.00 for 2 person and family plans.
- E. The City will also continue to offer a generic maintenance prescription drug rider.
- F. The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

- G. The City and the Union acknowledge and agree that insurance carriers may, from

time to time, discontinue or make changes to their health insurance plan design, including, but not limited to, prescription drug formularies. The City shall have no obligation to continue to offer or to find an alternative to a health insurance plan that is discontinued by a carrier. If a health insurance carrier makes changes to a health insurance plan offered by the City, other than a change in prescription drug formulary, either party may request to reopen negotiations with regard to the benefits described in this Article.

- H. Notwithstanding the foregoing, the City and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so-called "Cadillac Tax," or an excise tax on high-cost employer-sponsored health coverage that will impact the City, the parties shall also follow the procedure below:
- I. It is agreed that the City or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the City or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The City shall assist the Union in obtaining plan design and pricing information from insurance providers.

Should the CBA expire in December 2024 without a successor agreement in place, the City will contribute 100% of the HSA contribution at the 2024 level by the 2nd business day for January 2025. Employees may elect other health insurance benefits offered by the City, but the City's premium contribution is capped at 85% of the applicable Lumenos premium. Additionally, if the city changes health plans and a High Deductible Plan is not offered, the employee will reimburse the city in an amount equal to 50% of the employee HSA contribution provided to the employee through a higher premium deduction.

16.1 Flexible Spending Account

FSA – Dependent Care - The City will provide a matching contribution up to \$2,500 to a dependent care FSA established through the City's healthcare provider for the 2022 calendar year for each eligible employee. Employees must be otherwise eligible and enrolled in the dependent care FSA. Employees must provide a one for one match to be eligible to receive the City's contribution. The City will make a prorated contribution on a weekly basis

to the dependent care FSA. The City may make contributions in subsequent years solely at the discretion of the City Manager in amounts determined by the City Manager.

16.2 Income Protection Insurance

- A. The City shall furnish, at its own expense, income protection insurance (short term disability insurance) for each of its EMPLOYEES, providing for the payment of benefits equal to sixty-six and two thirds (66 2/3) percent 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.
- B. The Income Protection Plan provided by the City shall consist of the application of the income protection insurance benefit and accumulated sick leave, accumulated vacation leave and available personal leave to each day or week of illness, injury or disability, regardless of its origin, with the objective of maintaining the EMPLOYEE at or as close to 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 as follows:
 - 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 is exhausted; then
 - 3. accumulated personal leave and then accumulated vacation leave to be applied in full or partial days.
- C. The City reserves the right, at any time, to self-insure with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these benefits.

16.3 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.

16.4 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.

16.5 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 (1 1/2) times the annual salary of the EMPLOYEE upon the date of death, rounded to the next highest even one thousand dollar amount to a maximum of \$200,000 , plus accidental death and dismemberment benefits (ADD) equal to the base insurance amount, such ADD reduced by fifty percent (50%) after the EMPLOYEE reaches seventy (70) years of age.

Each employee shall be permitted to designate the beneficiaries of said insurance.

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 with respect to this coverage. The City further reserves the right, at its option, to contract with a qualified insurance carrier of its choice to provide these 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.

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 or dismissal shall be effective until such time as the EMPLOYEE has been furnished with a written statement from the City Manager (or the Deputy 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.

18.3 Order of Disciplinary Action

Disciplinary action may be taken in the following order:

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

However, the above sequence need not be followed if any infraction is sufficiently severe to merit a written warning, suspension or discharge.

18.4 Disposition of Written Warnings

At the EMPLOYEE'S written request to the Human Resources Director, a written warning shall be removed and destroyed from the EMPLOYEE'S personnel file after three (3) years, provided there is no other disciplinary action during that time. The intent is to apply this provision as written which differs from past practice as previously applied.

At the EMPLOYEE'S written request to the Human Resources Director, suspension notices shall be removed and destroyed from the EMPLOYEE's personnel file after five (5) years, provided there is no other disciplinary action during that time. The intent is to apply this provision as written which differs from past practice as previously applied.

18.6 Disciplinary Action

No employee shall be disciplined without just cause. Disciplinary action may consist of the following: verbal warning; written warning; suspension without pay, with or without benefits; demotion or discharge.

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 written standards of departmental operations.
- b) Willful, repeated, or frequent neglect of duty, including absence without leave in excess of one (1) day.
- c) Intoxication or use of alcoholic beverages or illegal drugs/controlled substances while on duty, or reporting for duty with alcohol noticeable on the EMPLOYEE'S breath or because of the foregoing, reporting to work in a condition that is unfit for duty.
- d) Conviction of any felony or disregard for or frequent or repeated violations of City Ordinance/Codes, or 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 or habitual tardiness; absenteeism from duty; or inappropriate use or abuse of sick leave.
- 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 his/her 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.

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 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.

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, LPASE shall have the sole right to appeal that decision and the matter shall be submitted to arbitration, providing LPASE notifies the City Manager/designee of such request within ten (10) calendar days of receipt by 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.

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 LPASE.

4. 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, LPASE may appeal the grievance to the next step at the expiration of such time limit. If 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

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. 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. Maintenance Manager
6. Maintenance Superintendent
7. Parks & Grounds Superintendent
8. Fleet Maintenance Superintendent
9. Cemetery Sexton
10. City Engineer
11. Assistant City Engineer
12. Code/Health Inspector
13. Field Inspector
14. Electrical 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

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

1. Recreation Program Coordinator

PUBLIC WORKS ADMINISTRATION: 2nd Tier Allowance for summer/winter type jacket with city logo (\$200.00).

2. Admin. Service Manager - \$200.00
3. Energy & Facilities Manager - \$200.00

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

A cleaning service will be provided at City expense for the required Police 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" EMPLOYEEES who wear suits in the execution of their work duties on a twice a week pickup and delivery basis.

20.3.1 Contracting Clothing/Uniform Services

The parties agree that the City may, at any time, contract with a private party for the purpose of providing and laundering employee clothing/uniforms and further, that the City, at its sole discretion, shall subsequently reduce or eliminate the employee clothing allowance accordingly (§20.1 and §20.2, above).

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 provided that:

- 1) The loss or damage was in no way caused by the 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 of the EMPLOYEE.

ARTICLE 21 LPASE REPRESENTATION - BUSINESS

21.0 Listing of LPASE Officers - cleaning maintenance of uniforms

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

21.1 Pay for City and LPASE Meetings/Working Hours

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 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 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 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 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 – Grievance

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 LPASE Representative - Ok to meet with Supervisors

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

21.5 Payment to Attend LPASE Functions

EMPLOYEES elected as officers of LPASE or their designees are allowed up to two (2) days per year to attend conventions or seminars in the interest of 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 failure to do so on the part of an employee may result in disciplinary action, up to and including discharge. 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 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 party's 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 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, 2022 and shall remain in effect through December 31, 2024 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 LPASE agree to meet no later than 60 days after the receipt of the written notification for the purpose of negotiations, in a good faith effort to reach agreement for the year beginning 2022. The City and 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 EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS FOLLOWS:

For the City of Lebanon

DocuSigned by:
Shaun Mulholland 12/21/2021

AEB0C22904D9836...
Shaun Mulholland, City Manager
Signature and Date

LPASE

DocuSigned by:
Marc Morgan 12/17/2021

0C9A161E29784CB...
Marc Morgan, President
Signature and Date

DocuSigned by:
Chris Kilmer 12/17/2021

39DEED2969E44D2...
Chris Kilmer, AFSCME
Signature and Date

DocuSigned by:
Christina B. Hall 12/20/2021

854E682F6FB149F...
Christina Hall, Vice President
Signature and Date

DocuSigned by:
Tad Montgomery 12/21/2021

96272A0E1654413...
Tad Montgomery, Treasurer
Signature and Date

DocuSigned by:
Kelly Crate 12/21/2021

568B95DD983F473...
Kelly Crate, Secretary
Signature and Date

**Appendix A – Police Lieutenants & Police Captain
Wage Scale
Effective January 1, 2022
(Wage Scale Includes the 3% GWI for 01/01/2022)**

Lieutenants

Lieutenant Alan Lowe	Grade 12	\$102,942.32
Lieutenant Richard Norris	Grade 12	\$ 97,913.92
Lieutenant Michael Wright	Grade 12	\$ 97,913.92
Vacant Lieutenant Position	Grade 12	TBD

Captains

Captain Timothy Cohen	Grade 13	\$109,122.61
-----------------------	----------	--------------

Appendix B: **D.R.LV.E PAYROLL DEDUCTION FORM**

D.R.LV.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 deducted 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:

AFSCME Council 93
77 Sundial Ave, Suite 104W
Manchester, NH 03102

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:

DocuSigned by: 12/17/2021
Marc Morgan

0C9AF5A5297B4CB...
Marc Morgan, Union President
Date of Acceptance

For the City:

DocuSigned by: 12/21/2021
Shaun Mulholland

AE8C22590409438...
Shaun Mulholland, City Manager
Date of Acceptance

DocuSigned by: 12/17/2021
Chris Kilmer

39DEED2959E44D2...
Chris Kilmer, LPASE (AFSCME) Representative
Date of Acceptance

**Sidebar Agreement
Between the City of Lebanon
and
LPASE (AFSCME)**

Effective Date: January 1, 2023, through December 31, 2023

The following provisions are amendments to the present (2022-2024) CBA between the City and LPASE.

Revision to Article 8.0, Rates of Pay/Salary Plan, fourth paragraph, as agreed upon is detailed below:

In the 2023 calendar year, eligible employees will receive their annual evaluation. Employees who are successful in meeting the guidelines of the evaluation criteria, will be eligible to receive an increase of 1% - 3% effective their month and day of hire, or if promoted or demoted to another position since date of hire, their month and day of promotion or demotion, whichever occurred last. Salary increases may not exceed the salary range for the employee’s grade classification. Employee’s will not forgo their merit increase as previously agreed at the time of signing.

Revision to 11.4 – Vacation Carry Over to include 15+ years as detailed in the chart below:

Maximum carry over on an EMPLOYEE’s anniversary month of hire will be as follows:

YEARS OF SERVICE	Maximum Hours
0 month through 48 th (0-4 years)	161.00
49 th month through 108 th (5-9 years)	200.00
109 th month through 168 th (10-14 years)	242.00
169 th month and above (15+ years)	260.00

Revision to Article 16.1 Flexible Spending Account, FSA Dependent Care, 1st paragraph is replace as agreed upon in detail below:


The City will provide a contribution up to \$5,000.00 to a dependent care FSA established through the City’s healthcare provider for the 2023 calendar year for each eligible employee. Employees must be eligible and enrolled in the dependent care FSA. The City will make a prorated contribution on a weekly basis to the dependent care FSA. The City may make contributions in subsequent years solely at the discretion of the City Manager in amounts determined by the City Manager.

DocuSigned by:


AES22590409428
Shaun Mulholland
City Manager

12/15/2022

Date:

DocuSigned by:


594E79F0580C34DC
Kristine Flythe
President of the LPASE

12/16/2022

Date: