Collective Bargaining Agreement
by and between

The City of Lebanon, NH

and

Lebanon Public Works Employees' Union
AFSCME Local 1348, Council 93 AFL-CIO

Effective January 1, 2012 through December 31, 2013

2012 - 2013 CONTRACT

CITY OF LEBANON & LOCAL #1348 AGREEMENT

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ARTICLE 1.
RECOGNITION

1.1 The City of Lebanon, New Hampshire hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO and its appropriate affiliates Council 93 and Local 1348 as the sole and exclusive representative of those regular full-time employees of the City of Lebanon Department of Public Works, Airport Department, and Recreation Department (i.e., limited to those job classifications listed in the Appendix) for the purposes of collective bargaining with respect to terms and conditions of employment, including wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the City of Lebanon.

1.2 For purposes of this agreement, employees of the Department of Public Works means employees assigned to the Airport and Recreation departments and the following groups of the Department of Public Works: Engineering, Maintenance, Solid Waste Management, Wastewater, Water and Utility Maintenance. For purposes of administering this Agreement, the Airport and Recreation departments shall be considered groups.

1.3 This agreement does not apply to newly hired employees during their initial probationary period. An initial probationary period will vary depending upon the job requirements e.g., Water Operator license must be obtained within one (1) year of hire. The probationary employee will remain in this status until the job requirements are complete. Unless otherwise specified, the minimum probationary period will be six (6) months.

ARTICLE 2
UNION

2.1 **AGENCY SHOP**. Whenever re-employments are made, or new employees hired, they shall within thirty (30) days of completion of their probationary period, become members of Local #1348 by presenting to the City a proper authorization card approved by the Union for the collection of dues, or in the alternative, if the employee chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues. The Union will provide the City with a list of all members of the Union within the bargaining unit, such list to be provided within thirty (30) days of the signing of this agreement. Thereafter, any loss of members or addition thereto shall be noticed by the Union and such notice given to the City for the purpose of updating Union membership.

2.2 **DUES COLLECTION**. The City agrees to deduct, for the Union, from each listed member of the Union in the certified bargaining unit, and from each nonmember as the case may be, the current authorized dues deduction or equivalent service charge, and further agrees to send said dues and service charge along with a statement indicating who has paid dues and service charges to the treasurer of Local #1348, AFSCME. Dues deductions are to be made only after written authorization for such deductions from the Union membership have been supplied by the Union. With respect to non-members, the City shall take appropriate steps to acquire authorizations for charges over to the treasurer of Local #1348, as set forth in this paragraph. If any employee has no check coming to them, or if their check is not large enough to satisfy the dues or service charge, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues or service charges.

The City will notify the treasurer of Local #1348, AFSCME, in writing within five (5) workings days of the cancellation of dues deductions by an employee who had previously signed an authorization for said deduction, and will take appropriate steps to secure authorization for the deduction of a service charge in lieu of the payment of dues in the event the City receives a notice of loss of membership from the Union.

Should there be a dispute between an employee and the Union over the matter of the employee's union membership, the Union agrees to hold the City harmless in any such dispute.

2.3 **UNION BUSINESS**. The employees, through their union, AFSCME, Local #1348, shall have the right to conduct meetings, either of the entire membership or of its executive committee, whether involving only members or not, on the premises of the City of Lebanon, so long as permission is given beforehand by the City Manager, which permission will not be unreasonably withheld, provided that such activities shall be at reasonable times and in such a manner that they not substantially interfere with the

normal conduct of the everyday activities of the departments. Said meetings shall not be held while the employees are on duty except by mutual agreement.

The City agrees to allow union representatives reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances or negotiating sessions, so long as permission is given beforehand by the Department Head or his or her designee, which permission will not be unreasonably withheld. Time lost by representatives of the union on grievance settlements or negotiating sessions shall be paid for by the City as provided for in RSA 273-A:11 II.

Employees elected as delegates of their Local #1348 may be allowed a leave of absence without pay, providing such leave does not interfere with the normal operations of the City, such leave not to exceed four (4) working days per calendar year, to attend conventions or seminars. This leave of absence may be granted up to a maximum of two (2) employees.

2.4 **BULLETIN BOARDS**. The Department shall provide space at convenient places within each group's work area for one (1) bulletin board for the posting of notices addressed to employees and notices of the union addressed to its members. No union notice shall be posted in or around City property except on such boards, and no union notice shall be posted until it has been signed by the Shop Steward with the approval of the Department Head or his or her designee.

2.5 **SENIORITY**

2.5.1 There shall be two (2) types of seniority within the bargaining unit, Department seniority, which shall commence upon date of hire with the Department and Group seniority, which shall commence upon assignment to a Group. Sick leave, longevity and vacation time shall begin to accrue commencing with date of hire in the City of Lebanon regardless of Department or Group seniority.

2.5.2 Group seniority along with staffing needs and ability shall be considered in layoffs and rehires. Qualified and available permanent employees shall be reinstated before new employees are hired.

2.5.3 In the event of a permanent lack of work in any Group, employees who would otherwise be laid off shall instead be assigned to the next lower classification for which they are qualified and for which they have group seniority. Employees so displaced shall likewise be reassigned a lower classification within the Group. Bumping between groups shall not be permitted.

2.5.4 Until an employee has served the initial probationary period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or

without cause, and such discharge or lay-off shall not be subject to the grievance procedure.

2.5.5 An employee shall not forfeit seniority for total temporary disability, which occurs on or off the job and is certified by the appropriate medical authority.

2.5.6 An employee shall lose all seniority if he/she leaves employment with the City for any reason, unless reason for leaving employment is overturned by an appropriate authority (i.e. grievance procedure). An employee shall lose his/her group seniority by transferring to another group in accordance with Article 4.

2.5.7 An employee who resigns from employment and is subsequently rehired shall be paid at the 0-6 month step rate on the pay scale.

2.5.8 The City shall prepare and maintain Department and Group Seniority Rosters, which shall be approved by the Union, and is to be part of this agreement. The seniority lists shall be published once a year and posted in the month of January.

ARTICLE 3
OVERTIME

3.1 OVERTIME

3.1.1 Employees shall be paid at the rate of time and one-half the regular hourly rate for all hours worked outside the normal work week as defined in Appendix A, and for all hours in any one day in excess of eight hours or over forty hours in any one week except as provided in the subparagraphs below of this article. When employees are called-in to perform overtime, they will be paid time and one-half for a minimum of three hours. At no time shall an employee receive both overtime pay and regular pay for the same hours. An employee who cannot be reached by telephone or other agreed upon means shall be regarded as having refused the work opportunity.

3.1.2 No temporary employees shall be assigned to overtime work until all regular employees covered by this agreement have been given the opportunity to work said overtime hours.

3.1.3 Call In

3.1.3a A call-in occurs when an employee is called and requested to report to work. In order to be called in, an employee must be away from the work center. If an employee is at the work center and requested to clock-in early at the beginning of his/her shift or clock back in at the end of his/her shift, the employee will only be paid for time worked and call-in minimums will not apply.

3.1.3b Employees will respond within a reasonable timeframe as determined by the Department Head or his or her designee, given weather conditions and distance from their primary residence to their primary duty location. In the event that the Department Head or his or her designee determines a response to be unreasonable, no call-in payment will be made. If an employee does not arrive until normal duty hours, no call-in will be paid.

3.1.3c Collections and Distribution Systems
Employees shall be paid double time for a minimum of two (2) hours when called in for water or sewer emergencies for the collection and distribution systems.

3.1.4 Maintenance Winter Operations
Employees shall be paid double time when they work in excess of sixteen (16) consecutive hours as a result of winter operations or when supporting other emergency situations declared by the Department Head or his or her designee.

3.1.5 Normal Work Hours
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 work day will count towards the sixteen (16) consecutive hours.

3.1.6 Right to First Refusal
If overtime is needed to complete a task/project, the Union employees working on the job shall have the right of first refusal to work overtime to finish said job.

3.1.8 Overtime shall be assigned by seniority by classification on a rotating basis.

3.3 **STANDBY**

3.3.1 **Operations & Maintenance Group**: During the winter months (Mid November through April), the Operations and Maintenance Group shall seek volunteers to perform standby duty on a rotating basis for immediate call-in purposes. The Maintenance Manager will determine the schedule 5 working days prior to November 15. Standby will be performed by two employees for one week at a time beginning Wednesday at 3:30 p.m. Employees on standby will be provided pagers by the City for use during their standby period. Standby employees will be called before employees on the voluntary rotational list are called.

Employees on standby will be entitled to forty-nine dollars ($49.00) per day regardless of whether or not the employee is called in. When an employee is called in they will be paid a minimum of two hours of time and one-half and will not be eligible for the minimum call in described in paragraph 3.1.1. However, if standby personnel are called to support a water or sewer main emergency, as defined in 3.1.3, they will receive a minimum of two hours of double time.

3.3.2 **Utility Operations Group:** All qualified employees of the Utility Operations Group, Water Treatment Team are subject to stand-by duty. AFSCME Local 1348 agrees that the Superintendents will participate in stand-by. Stand-by will be on a rotating basis for immediate call-in purposes. If the employee is unable to report to work in a time frame commensurate with the seriousness of the situation, he/she shall be responsible for calling another qualified employee that is able to respond within the required time frame. In this case, the Superintendent/Manager shall also be notified. The City shall provide the stand-by employee with a pager, a cellular telephone and laptop computer.

Employees shall receive forty-nine dollars ($49.00) per day while on stand-by. In addition, employees will receive a minimum of one hour of time and one half for remotely controlling the water treatment plant (changing computer settings, restarting the plant, etc) via the laptop computer in response to a page. The City shall reimburse the employee for long distance telephone calls related to call-ins. In the event that an employee must report to the water treatment plant in response to a page, the employee shall be compensated a minimum of two hours of time and a half.

3.3.2(6) Qualified employees who complete their probationary period shall be then included in

stand by duty.

3.4 **PRESCHEDULED OVERTIME** Prescheduled overtime is defined as overtime that could be reasonably scheduled in advance (at least 24 hours) to actually being required. When a prescheduled overtime need exists, the overtime will be posted for volunteers within the Group requiring the overtime. The posting shall specify the date, time, grade and classification needed to perform the overtime requirement. Overtime will be assigned to the employee who most closely meets the grade requirement on a rotational basis. Example: if the posting requires an Operator/Maintainer, Grade 3, then preference will be given to all grade 3 employees within the Group before the overtime is filled with higher grade employees. If an overtime requirement cannot be filled within the Group requiring the overtime, and when there is adequate time (more than 8 hours), the overtime will be offered to all Groups. Employee(s) selected to fill the overtime requirement will be notified by the end of the work day prior to the overtime requirement as a minimum. If the overtime requirement involves a specific piece of equipment, the employee assigned to the piece of equipment will have the right to first refusal for the overtime. If the overtime requirement cannot be filled utilizing the procedures outlined in this provision, the Manager will assign the overtime to the next employee on the group seniority rotational list.

3.5 **SPECIAL EMERGENCY RATES** When an emergency is declared by the Department Head or his or her designee, it shall be the duty of all able bodied employees to make themselves available for work during the course of the emergency. Deliberate refusal to work during emergencies without adequate justification may result in disciplinary action. When an employee is relieved from duty during emergencies prior to the completion of his regular work shift, either at the request of his supervisor or at the request of the employee with the approval of the proper authority, because of long hours or work and/or as a result of said emergency; and said employee is required to return to work, said employee shall receive time and one-half for such work except for the hours worked during normal scheduled work, which hours shall be paid as straight time.

ARTICLE 3A
MISCELLANEOUS

3A.1 **PHYSICALS**. All employees may be required at the City's option and at the City's expense to undergo full 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)), ophthalmologic examinations, cardiovascular and hematological examinations.

3A.2 **HIGH TEMPERATURES**. It is recognized that in the event of high temperatures, appropriate accommodations need to be made to assure that employees are provided with relief from the effects of high outside temperatures and humidity; these accommodations to include such measures as more frequent breaks, periodic shelter in shaded or cooled areas and provision of water for hydration.

3A.3 **ICE MAKING MACHINES**. The City shall provide ice in a suitable size for coolers to be used only for work related purposes during working hours.

3A.4 **EQUIPMENT ASSIGNMENT** When practicable, Airport Department and Public Works Department employees covered by this agreement and who are classified to operate equipment will operate said equipment when it is used. This shall not apply to the use of City equipment by departments not covered by this agreement.

3A.5 **EMERGENCY CONDITIONS** If determined, at the discretion of the City Manager, that a civil emergency condition exists which requires an enhanced police presence to maintain or restore public safety including, but not limited to riots, civil disorder, hurricane conditions or similar catastrophe, the provisions of this agreement shall be utilized in a manner to effectively address the situation, such as the flexibility of using AFSCME personnel even if the requirements are outside of their normal job duties or by utilizing personnel from other departments if needed.

As soon as practicable, after the emergency condition is no longer in effect, AFSCME will be notified.

ARTICLE 4
PROMOTIONS AND TRANSFERS

4.1 The departments reserve and shall have the right to make promotions and transfers, primarily on the basis of qualifications, ability and performance of duty, but shall be governed by group seniority where equal qualifications, ability and performance of duty has been demonstrated.

4.2 Jobs to be filled through promotions shall be posted on the group bulletin boards in which the vacancy occurs for a period of five (5) workdays. Said posting shall occur within five (5) workdays of the vacancy occurring. If a selection is made from the Group, the City will announce the results of the job posting within fifteen (15) working days of the end of the posting period. If a position is not filled within the Group, it will be posted for five (5) working days citywide before going to the public.

4.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within this five (5) day posting period in accordance with the grievance procedure.

4.4 Vacancies in positions which are excluded from the bargaining unit shall be posted on the departmental bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.

4.5 Wherever possible, promotions shall be made from the rank of regular employees who are employed by the group in which the vacancy occurs.

4.6 Employees in the group where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s), provided, however, that such employees may, at their discretion, have their names removed from the list within five (5) work days of returning to work.

4.7 When a question as to the proper person having been chosen to fill any job covered by this contract arises, and it cannot be resolved, it will be settled by using the grievance procedure in Article 14.

4.8.1 Job postings shall include job specifications, rate of pay, job location, the shift, job status (regular full time) and job rating.

4.9 The above procedures shall be followed in all regular full time promotions, vacancies and transfers. However, for entry-level jobs, outside advertising may commence at the same time as posting.

4.10 If an employee is not chosen as a result of a posting within the bargaining unit, the job may be posted as the City sees fit.

4.11 An employee who meets the minimum qualification and is promoted or transferred to a higher level, during the first six (6) months after a promotion or transfer, the promoted employee will be regarded as in a probationary status, and the City, within its sole discretion, can return the employee to his/her former position at any time within such period and re-post the position. An employee shall have the right, at his/her option, to return to the former position (classification, pay grade, and seniority) within the first six (6) months of the probationary period with the understanding that he or she shall have no seniority preference for the other promotional or transfer opportunities following his/her return to the former position for a period of six (6) months.

4.12 When an employee is promoted to a higher paying classification, he/she shall be paid at the rate of the higher classification that provides at least a five (5) percent pay increase. After completion of a six (6) month probationary period, the employee shall be eligible for a performance increase until he/she is at the top of their grade range of his/her new classification. It is conceivable that a promoted employee under this provision could start at the maximum of their grade and hence would not be able to advance within the wage range.

4.13 **PLUS RATES**

4.13.1 Employees assigned to work in a higher level classification will receive a 5% increase for all hours worked in the higher classification or at the starting step of the promoted grade whichever is the higher amount. Employees assigned to work in a higher level classification for a minimum of one half day (4 hours) or longer will be compensated on a plus rate of 5% computed to the nearest whole cent above his/her present rate of pay. In the event the employee so assigned is promoted into the position, all time worked in the position continuously prior to the promotion shall count towards completion of the probationary period.
In the event the employee so assigned is promoted into the position, all time worked in the position continuously prior to the promotion shall count towards completion of the probationary period.

4.13.2 All assignments contemplated beyond a period of two hundred (200) work hours shall be posted on the department bulletin boards for at least five (5) working days and any interested employee shall have the opportunity to apply for such assignments. Selection of the employee to be assigned shall be made in accordance with Article 4.

4.13.3 When a position is filled on a plus rate basis for two hundred (200) work hours or more, the employee shall be treated as having been temporarily promoted to the position for pay and benefits purposes.

ARTICLE 5
EDUCATION INCENTIVE REIMBURSEMENT

5.1 If an employee wishes to attend an approved course directly relating to his/her current employment or possible promotional position, the City will reimburse him/her for the tuition provided: (1) The course must be approved by the Department Head or his/her designee before registration, (2) Sufficient funds are budgeted and available, (3) The employee provides official proof of successful completion from the educational institution in the form of a grade notification of a "C" or a 75 or better.

5.2 The City may elect to prepay the cost of seminars, non-graded classes, or educational programs applicable to the continuation of the certification of employees relative to their employment, subject to the employee's proper attendance and participation and as determined on a case by case basis.

5.3 The City will pay for the cost of commercial driver's and operational licenses that are required by job description and give reasonable time off to secure same when a license is a requirement for employment with the City. It shall be a condition of employment to posses a valid CDL with appropriate endorsements for all positions that require Class A and B licenses. If an employee fails to renew or loses his/her CDL license, he/she may be subject to disciplinary action.

5.4 Other Benefits
City employees must notify their immediate supervisor, in the event the employee is eligible and receiving money for other types of tuition reimbursement programs to include but not limited to: Veterans educational funds, or Pell Grants.

ARTICLE 6
SAFETY

6.1 The departments shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the departments and the union may meet once every ninety (90) days, at the request of either party, to discuss such regulations. The union agrees that its members will comply with the department's rules and regulations relating to safety, economy and efficiency of services to the departments and the public.

6.2 The union and its members agree to exercise proper care and be responsible for all department property issued or entrusted to them during their working hours.

6.3 **PERSONAL GEAR.** The City shall provide seven hundred forty-five dollars ($745.00) per year per employee commencing after a successful probationary period, from which employees may purchase items of clothing such a steel-toed boots, coveralls and uniforms, prescription safety eyeglasses, shirts, jackets or other like items. Employees may purchase any article of work related clothing when needed from this allocation. Employees covered by this agreement shall be in uniform during normal working hours. Employees shall receive this yearly allocation the third payroll week of January. This allocation will be paid through payroll. Any employee hired after January and upon satisfactory completion of the initial probationary period will receive a pro-rated personal gear allowance in the amount of $62.00 per month provided that date of completions falls on or before the 15th of the month.

Example of the above: In the event an employee completes his/her probationary period on August 18th, he/she would not be eligible for the pro-rated amount until the next month or September and the pro-rated amount would be in the amount of $248.00 (four months times $62.00). In the event, a probationary period is not satisfied by January 15th, the employee will be compensated on a monthly basis until such time, he/she satisfies this requirement. The remaining monies will then be paid in full. As an example, if an employee completes the requirements of a probationary period on July 30 such employee will be paid the full amount for the remaining five (5) months of the calendar year in the next pay period. A probationary period must be satisfactorily completed on or before the 15th of the month for eligibility for said month. This stipend will be paid through payroll. The full allowance will occur in January of the year following the employee's one-year anniversary date of hire.

6.4 The City shall furnish safety vests and helmets and other special safety items as needed for the health and safety of its employees. The City shall furnish, per calendar year, up to six (6) coveralls for fleet maintenance mechanics only.

6.5 Protective shots, when necessary, shall be provided at the expense of the City.

6.6 **LOCKERS**. The City shall provide lockers for each employee to hold all personal gear.

6.7 **CONFINED SPACE COVERAGE**. The City will comply with state and federal law regarding confined space.

ARTICLE 7
DISCIPLINARY PROCEDURES

7.1 All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

7.2 All suspensions and discharges must be stated in writing with the reasons stated, and a copy given to the employee(s) and the union at the time of suspension or discharge or within five working days thereof. Indication of a verbal warning may be documented in the personnel file of a disciplined employee for record keeping purposes only.

7.3 Disciplinary actions will normally be taken in the following order:

A. Verbal warning.
B. Written warning.
C. Suspension without pay.
D. Discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

7.4 An employee shall be able to review his/her own personnel file at reasonable times.

7.5 No employee shall be disciplined without just cause. Disciplinary action may result in or consist of relative to the seriousness of the event: oral reprimand; written warning; suspension without pay, but with benefits, for up to thirty (30) days; demotions; or dismissal.

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

a) Acts of insubordination toward a supervisory employee, department head, or City Manager, including breaches of reasonable written standards of department operations.

b) Willful and frequent neglect of duty, including absence without leave in excess of two (2) work days.

c) Intoxication or use of alcoholic beverages, narcotics, drugs or controlled substances, while on duty, to such excess as to reflect discredit upon the City, or reporting for duty in a condition that is unfit for duty.

d) Conviction of any felony or disregard and frequent violations of City Ordinance/Codes, State or Federal law.

e) Willful misuse, misappropriation, or destruction, theft or conversion to personal use and gain of City property, materials, equipment or service.

f) Frequent, habitual tardiness; absenteeism from duty; and inappropriate use of abuse or 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) Inappropriate, discourteous or offensive behavior toward other EMPLOYEES or customers.

7.6 A disciplinary matter to include but not limited to a verbal reprimand shall not be retained in any employee's personnel file for more than one year (12 months), written reprimand, suspension with or without pay shall not be retained in any employee's personnel file for more than two years (24 months) from the date of entry provided this action is not repeated within that time. All employees must notify the Director of Public Works or the Human Resources Director in writing, to have the record expunged.

ARTICLE 8
PAID LEAVE OF ABSENCE

8.1 **PAID PROFESSIONAL PURPOSES**. 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 by the City Manager to be in the best interest of the City.

8.2 **BEREAVEMENT LEAVE**.

8.2.1 Each regular full time employee shall be entitled to a maximum of five (5) work days as bereavement leave with pay because of a death in the immediate family. The leave may be granted prior to a death in recognition of the time needed to deal with end of life situations. However, this leave must be utilized no more than fourteen (14) days after the event has occurred, unless an extension for extenuating circumstances is granted by the City Manager. Immediate family shall include the employee's parent, parent-in-law, spouse, sibling, and child or domestic/life partner. (Domestic/Life partner is defined as two (2) persons in a committed relationship of a two (2) year or longer duration residing in the same domicile.) The City Manager or designee may grant bereavement leave for non-family members when he/she deems appropriate.

8.2.2 Funeral leave of one (1) working day, with pay, for the purpose of attending the funeral, shall be granted to an employee in the event of the death of his or her grandchild, grandmother, grandfather, brother-in-law, sister-in-law (including domestic/life partner), aunt or uncle.

8.2.3 Under extenuating circumstances, two (2) additional days, with pay, may be granted under sections 8.2.1 and 8.2.2 above, upon prior written request and approval by the City Manager.

8.3 **SPECIAL LEAVE**. Leaves of absence, with pay, which are of one full working day or less in duration, may be granted at the discretion of the department head to any employee for dental appointments, appointments, appointments for physical examinations, transportation of a sick member of his/her immediate family to or from a hospital or doctor's office, perform voting privileges, or for any other justifiable reason. Special leave will be charged to the employee's sick leave account. Special leave may be taken without any pay providing the employee requests such in writing at the time of requesting such leave.

8.4 **PERSONAL LEAVE.**

8.4.1 Each employee is entitled to five (5) personal leave days per calendar year, which said personal days shall not be accumulated from year to year, and which shall not be paid for

if not used in any particular calendar year. All personal days must be used by December 20 for payroll purposes. An employee shall earn the personal leave days during the twelve months prior to January 1. For new employees, the following shall be available in the calendar year following the year of employment.

MONTH OF EMPLOYMENT	PERSONAL LEAVE AVAILABLE
January-March	5
April-September	3
October-December	2

8.4.2 Each employee with personal time available shall be compensated for said personal leave, provided however, the employee shall have notified his/her supervisor/manager at least twenty-four (24) hours before the beginning of the day the employee intends to take a personal leave. If such notice is not given, the employee may still be entitled to said personal leave but shall not be compensated unless he/she shall have notified his/her supervisor/manager at least four (4) hours before the beginning of his or her normal work day on the day he/she intends to take as a personal day. Under extenuating circumstances, the Department Head or his or her designee may waive the 24-hour notice.

8.4.3 Personal leave must be taken in whole hour increments.

8.4.4 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.

8.5 **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. Employees 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.

8.6 **HOLIDAYS.**

8.6.1 The following shall be paid holidays:

-January 1
-Martin Luther King Day (3rd Monday in January)
-Washington's Birthday (3rd Monday in February)
-Memorial Day (1ast Monday in May)
-July 4th
-Labor Day

-Columbus Day (2nd Monday in October)

-Veteran's Day (November 11)
-Thanksgiving Day
-Day after Thanksgiving
-Christmas Day

Any other official legal holiday as declared by statute by the New Hampshire General Court or by proclamation of the Governor of the State of New Hampshire, when said proclamation affects State employees and is declared a State holiday, shall also be a holiday.

When a legal holiday falls on a Saturday, the following Monday or preceding Friday may be declared the day to be observed and the City shall post which day is to be observed at least 10 working days before said holiday. If work is required on the Saturday, it shall be treated as any other Saturday, not as a holiday.

8.6.2 Employees shall be entitled to receive pay for the above (8.6.1) legal holidays figured on the regular base pay rate of the employees.

8.6.3 All work performed on a holiday shall be paid at the rate of time and one-half, said pay to be in addition to the holiday pay of Section 8.6.2.

8.6.4 A holiday occurring during a vacation period shall not count as a day of vacation.

8.6.5 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty straight time hours.

8.6.6 In order to be eligible for holiday pay, an employee need not work the regular day prior to and following a legal holiday, provided however, that the employee is not under suspension without pay as of a particular legal holiday, in which event the employee shall not be eligible for holiday pay for that particular holiday.

8.7 **VACATIONS.**

8.7.1 Each full-time employee will accrue vacation hours according to the following schedule:

Continuous Employment		Hours Earned per Month	Total Hours Earned Annually
0 month through 60th	(0-5 yrs)	6.75	81
61st month through 120th	(6-10 yrs)	10.00	120
121st month and above	(11+ yrs)	13.5	162

Upon successful completion of one year of service, accrued vacation time will be

available to the employee.

8.7.2 Only two (2) weeks of unused vacation may be carried over to the following year except in special circumstances when the City Manager may grant carry-over of up to three (3) weeks of unused vacation. Any request for such carry-over must be submitted in writing to the Department Head five (5) weeks before the end of the employee's vacation year.

The maximum vacation accrual allowed on an employee's anniversary month, without approval or special circumstances, is as follows:

Continuous Employment		Maximum Number of Accrued Vacation Hours Allowed by Anniversary Month's End
0 month through 60th	(0-5 yrs)	161
61st month through 120th	(6-10 yrs)	200
121st month and above	(11+ yrs)	242

8.7.3 No employee shall take more than six (6) weeks of earned or accumulated vacation in any vacation year.

8.7.4 A vacation sign up list shall be posted in each Department no later than November 30th of each year for the following year.

8.7.5 The Director of Public Works or designee(s) will develop a vacation schedule on or before April 1. Changes of submissions of vacations will be on a "first come, first serve" basis. In the event more employees apply for time off than can be spared from the job at a given time, group seniority will be the basis for resolving priority of applications for time off. Each employee will be given a written disposition of his request. Approved vacation time off will not thereafter be canceled or changed without mutual consent of the City and the employee.

All vacation leave requests submitted during the months of December, January, February and March will be granted on the basis of seniority.

Thereafter, vacation requests will be granted on a "first come, first served" basis. Vacation leave may be granted except in those circumstances where the granting of such leave will interfere with or impair the essential operations of the department.

8.7.6 In the event that an employee dies while in the employ of the City, his/her earned unpaid wages, unused vacation and other fringe benefits accrued to the employee in effect at the time shall be paid. Said payment shall be paid in accordance with New Hampshire state law and as designated by the employee on beneficiary documents on file.

8.7.7 **TERMINAL VACATION PAY**. Upon retirement or resignation voluntarily and in good standing, an employee shall be entitled to pay for any unused portion of his/her vacation.

There shall be no pay for unused or earned vacation for any employee with less than one (1) year of employment, or who is summarily dismissed or who resigns or quits without two (2) work weeks notice.

8.8.1 **SICK LEAVE**. Each employee shall be entitled to accumulate and to use, as hereinafter set forth, ten (10) hours of sick leave with pay, designated hereafter as "sick days," for each full month he/she shall have been employed by the City. Employee's may also use accumulated sick leave, exclusive of sick leave usage in accordance with Family and Medical Leave, for illness of a spouse, child or parent.

8.8.2 Each employee shall be permitted to accumulate up to 120 sick days (960 hours).

8.8.3 If possible, the employee shall notify his/her Manager or Superintendent at least twenty-four (24) hours prior to hospitalization or other treatment upon such written forms as the City shall designate, which notice shall be submitted by the department head to the City Manager for approval. In the event that the illness, injury, hospitalization or disability prevents the employee from giving notice required under this section, the employee or his/her family shall notify the department head within four hours after the time set for the beginning of the employee's normal work day.

8.8.4 Sick hours shall not accrue to any employee who does not work due to illness or injury during an entire calendar month. This clause shall not apply to an employee unable to work due to a work-related injury or illness.

8.8.5 Accumulated sick days shall not be payable to any employee who involuntarily leaves his/her employment. An employee whose employment is terminated due to retirement or death shall be entitled to be compensated for each accumulated sick day by an amount equal to his/her hourly rate of pay plus longevity payments in accordance with Article 13.4. In addition to sick pay benefits mentioned above, all employees who voluntarily terminate their employment with the City after giving two weeks notice, and who have worked continuously for the City for a period of five years or more shall be entitled to receive their accumulated sick pay benefits as set forth above as if they had died or retired. All employees employed as of January 1, 1977, or later, shall be entitled to be paid for a maximum of sixty days accumulated sick leave. Any employee laid off who has been employed with the City for 5 or more consecutive years shall be paid for any unused sick time. Any employee employed before 1 January 1977 will be entitled to all (960) hours of sick time payout if earned when leaving the City under good standing.

8.8.5a Employee sick leave accrual amounts shall be shown on the employee's pay stub.

8.8.7 In absences of illness of three (3) days or more, the City may require substantiation through a physician's certification delivered to the Director of Public Works or designee.

ARTICLE 9
UNPAID LEAVE OF ABSENCE

9.1 **GENERAL**. Each regular full time employee shall be entitled to leaves of absence without pay from his regular employment for justifiable cause of a maximum of ninety days at any one time.

Unpaid leaves of absence shall be requested in writing by the employee to the department head and City Manager for approval or denial. The request shall state specifically the amount of leave request and the reason for such.

Unpaid leaves of absence shall not be approved for use as an extension of vacation time and shall be approved only for good reasons requiring the extended absence of the employee.

9.2 **MILITARY LEAVE.**

9.2.1 Any employee who is drafted, volunteers, or is recalled to active duty with the Armed Forces of the United States may be granted, upon request, an extended 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).

9.2.2 Upon separation, discharge or release from active duty with the Armed Forces of the United States, the employee shall notify the department head of the employee's intention to return to work within ninety days from the date of separation, discharge or release. If the employee fails to give notice in the time allowed, the employee shall be considered terminated from employment.

9.2.3 If any employee is not accepted for military service, the employee shall be reinstated in their position without loss of seniority, status or reduction in pay. During such period of absence, the employee shall, for all purposes, be considered to have been on duty and rendered service to the City, and shall be compensated therefore at their regular pay to a maximum of one work week.

9.2.4 Any regular employee who leaves the employ of the City to enter military service with the Armed Forces of the United States may elect to be paid for any accrued and unused vacation time to which the employee would be entitled, as though actually separating from the employ of the City.

9.2.5 Each regular full time employee who is a member of the National Guard or Reserve unit of any military division of the Armed Forces of the United States shall be granted a leave of absence, without pay, for the time required to fulfill military reserve training each calendar year.

ARTICLE 10
MANAGEMENT RIGHTS

10.1 The union recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the City management, prominent among which, but not limited to, are the functions and authorities to introduce new or improved methods, machinery, or personnel; to establish standards of work; to determine the extent to which the department shall operate and the process of accomplishing the department's work and establish schedules of work; to assign work to employees and supervisors; to establish safety and other rules governing the work to employees and supervisors; to establish safety and other rules governing the operations of the department and the conduct of the employees; to enforce such rules and generally to direct the working forces wherever, however, and whenever it may deem advisable, to the extent of which such rights are not in conflict with the provisions of this agreement.

10.2 The City recognizes and agrees that management has important and far reaching responsibilities to its employees when it exercises these rights. It shall, therefore, be the right of the union to present and process grievances regarding the terms of this agreement and in accordance with the grievance procedures provided herein.

ARTICLE 11
STRIKES AND LOCKOUTS PROHIBITED

11.1 Under no circumstances will the union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the departments or the City of Lebanon during the term of this agreement, nor will it do any other act specifically prohibited by the provisions of RSA 273-A, et.seq, and as may be amended from time to time.

ARTICLE 12
OTHER BENEFITS

12.1 **INSURANCE**.

12.1 **LIFE INSURANCE** 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 ½) 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 after the employee reaches age seventy (70). 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 the above amounts of benefits.

12.1.2 **INCOME PROTECTION INSURANCE** The City shall furnish, at its own expense, income protection 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 the employee up to a maximum of $1,500, for a period of twenty-six weeks, beginning on the fifteenth day of illness, injury or disability.

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 the above amount of benefits.

12.1.3 **HOSPITALIZATION/MEDICAL INSURANCE**

The City agrees to provide Blue Choice or equivalent coverage to full time members. In addition, the City will make available through a carrier of its choice other comparable plans as long as they are available and at no additional cost to the City.

The City shall be responsible for 82% of the premium.

Each member will be allowed to choose between said plans prior to the Health Insurance Contract Renewal date.

SECTION B. Points available from the City annually will be based upon the Blue Choice, High Dental, Short Term Disability and Life insurance points for renewal.

SECTION 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 benefits equal or greater than above amounts.

SECTION D. Members hired after January 1, 1999 may receive stipends in lieu of health insurance at a rate of $150 per month if the member provides proof that they are covered by other health insurance. A member shall not receive such stipend when both spouses work for the City. For this purpose the City includes the School District. Further, the City will not provide health coverage if a member is already covered by the same or similar health plan. If the member is found to have dual coverage, the member must pay back to the City an amount equal to the premiums paid by the City during dual coverage. In lieu of the above coverage, an employee may at his/her discretion elect alternative benefit options from the menu provided in the City's flexible benefit plan, provided, however, as to members hired after January 1, 1999 cash payments under the flexible benefit plan shall be limited to not more than the sum of $150 per month.

SECTION E. The City will also continue to offer a generic maintenance prescription drug rider.

12.1.4 **WORKER'S COMPENSATION**.

Workers' Compensation Insurance Report/Payment

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

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, for example, an employee may use, in this order; available sick time, vacation time or personal days.

Workers' Compensation.
Separate from the income protection insurance provided, the City shall also provide worker's compensation benefits for work related illness, injury or disability. The income protection plan provided by the City shall consist of the application of worker's compensation benefits and accumulated sick and vacation days, thereby maintaining pay

for the longest period possible. In this regard, for each day of illness, injury or disability, the following sources of income to employees shall be applied in the order designated:

1. Worker's compensation actually received by the employee, exclusive of any medical reimbursements or credits.

2. Salary continuance payments are available as outlined below. Any health premiums, dues, and contributions to the New Hampshire Retirement System will be deducted from these salary continuance payments. If no salary continuance is elected, any health premiums due will need to be paid directly to the City, by the employee, on a weekly/monthly basis.

   (a) Accumulated sick days, at the option and direction of the employee, to be applied in full or partial days.
   (b) Accumulated vacation time, at the option and direction of the employee, to be applied in full or partial days.

   In no case shall the employee be eligible for more than 40% (16 hours) of their normal rate of pay.

   Denial of Workers' Compensation Benefit.

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

   Compounding.

   If an employee receives workers' compensation from a second job, sick leave pay shall be reduced. The total of the City sick pay and the second job workers' compensation benefit shall not exceed the City base rate of pay. Sick pay may be denied if the necessary proof of other compensation is not provided.

12.1.5 **STATE RETIREMENT**. All full-time employees must join the NHRS in accordance with its rules. Payroll deductions, City contributions, and other administrative matters will be in accordance with the NHRS provisions.

ARTICLE 13
WAGE RATES AND CLASSIFICATION

13.1 **WAGE RATES** Wage rates shall be in accordance with Appendix C as follows:

Effective January 1, 2012, all employees shall receive a 2% wage increase. Upon union ratification and City Council approval, retroactive payments shall be made to employees.

Effective January 1, 2013, there shall be no (0%) wage increase.

13.2 **PLOW RATE**. Snow plowing will be classified as Light Equipment Operator grade. The employee shall receive a 5% pay increase.

13.3 **SPECIAL VEHICLE COMPENSATION**. Employees in positions at Grade 3 or below shall receive a 5% plus rate when assigned to a truck equipped with a sander or when operating equipment requiring a CDL A license.

13.4 **LONGEVITY**. Employees of the City of Lebanon having worked five or more years of continuous service with the City shall be considered for a long service bonus each year. Hourly adjustments in pay shall occur on the anniversary date of each effected employee.

Long service bonuses shall be payable to those employees satisfying the following service requirements:

After 5 years of service	$.048/hour
After 10 years of service	$.096/hour
After 15 years of service	$.144/hour
After 20 years of service	$.192/hour + 1 week of employee's base rate of pay.*
After 25 years of service	$.24/hour + 1 week of employee's base rate of pay.*
After 30 years of service	$.337/hour + 1 week of employee's base rate of pay*

* 1 week base pay to be divided by annual hours worked and added to hourly rate.

13.5 **Performance Evaluation System**

A. Performance evaluations shall be done on a pass/fail system.

B. An employee receiving a "pass' on his or her evaluation shall receive a 1% salary adjustment, subject to wage scale maximums.

C. New employees shall be hired at the minimum of the wage scale for their appropriate job grade. A probationary employee's supervisor shall complete an evaluation for such employee 2 weeks prior to completion of the six (6) month probationary period. A probationary employee receiving a "pass" on his or her evaluation shall receive a 1% salary adjustment, subject to wage scale maximums. This process shall be repeated for the second six (6) months of employment.

13.7 Upon filing the required documentation with Payroll, Vermont resident income taxes will be withheld from a Vermont resident employee's paycheck.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 **DEFINITION**. A grievance is defined as an allegation by one party to this agreement that the other party is violating a provision of this agreement.

14.2 The purpose of the grievance procedure shall be to settle grievances at as low a level as possible and as quickly as possible, so as to ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amicable solution.

14.3 **STEP ONE**. If an employee or the Union has a grievance, the grievance shall be submitted in writing and within ten (10) working days of the occurrence or knowledge thereof. Within ten (10) working days of receipt of the written grievance, the Manager or Superintendent shall hold a hearing, and shall render a written decision within ten (10) working days after the hearing.

14.4 **STEP TWO**. If no answer is given or if the decision of the Manager or Superintendent is not satisfactory, the aggrieved employee or the Union may request an appeal, in writing, to the Department Head or designee who shall hold a hearing within ten (10) working days of receipt of the grievance and who shall render a written decision within ten (10) working days after the hearing.

14.5 **STEP THREE**. If no answer is given or if the decision is not satisfactory, the aggrieved employee or the Union may appeal, in writing, to the City Manager, who shall hold a hearing within ten (10) working days of receipt of the grievance and who shall render a written decision within ten (10) working days after the hearing.

14.6 **STEP FOUR**. If the employee or the Union is not satisfied with the decision of the City Manager, the Union may file, within twenty (20) working days following the receipt of the City Manager's decision, a request to appeal through the New Hampshire Public Employee Labor Relations Board (NH PELRB). The cost associated with the appeal will be borne equally by the City and the Union.

14.7 The Union recognizes that in certain departments, such as the Recreation and Airport departments, the above Steps may vary due to organizational structure.

ARTICLE 15

STABILITY OF AGREEMENT

15.1 Should any articles, section or portion thereof of this agreement be declared invalid because it is in conflict with a federal or state law or the City Charter, or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article or section or position thereof which has been declared invalid or unenforceable, but neither party is required to make concessions in order to reach agreement of the specific article or section in question.

15.2 It is understood that no bias is meant by the use of the male pronoun when used in this agreement. Its use is for brevity sake only.

ARTICLE 16
FAMILY AND MEDICAL LEAVE

Section 1: General Provisions Basic Leave Entitlement

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who have worked for at least one year, and at least 1,250 hours during the prior twelve (12) months are entitled to take up to twelve (12) workweeks (or up to 26 weeks of military caregiver leave, see below) of unpaid FMLA leave in a twelve (12) month period (as defined below) in the event of:

(A) the birth of a child and in order to care for the child (leave must be taken within twelve (12) months of the birth);

(B) an adoption or foster care placement of a child and in order to care for the child (leave must be taken within twelve (12) months of the placement);

(C) a serious health condition of the employee's parent, spouse, or child when the ill person is not capable of self care and the employee is needed for such care;

(D) a serious health condition of the employee which results in the employee's inability to perform his or her job;

(E) a qualifying exigency arising out of a covered service member's active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation; or

(F) a serious injury or illness of a covered service member (up to 26 work weeks of leave in a single 12-month period).

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. As further example, if an employee takes eight (8) weeks of FMLA leave beginning September 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. In other words, the number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). Note: leaves taken under (F) above begin on the first day the employee takes leave and end 12 months later.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the City Manager. FMLA leaves under paragraphs (C), (D), (E) and (F) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested under (C), (D) or (F),

however, the City Manager may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member (C, D) must use all paid sick leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave (F) must also use all paid sick leave prior to being eligible for unpaid leave. Upon the exhaustion of all paid sick leave, an employee taking a (C), (D) or (F) leave may use any available vacation and personal leave.

An employee who is taking leave for the care of a newly born child or the adoption or foster care of a child (A, B) must use all paid vacation or personal leave prior to being eligible for unpaid leave. An employee who is using military FMLA leave for a qualifying exigency (E) must also use all paid vacation and personal leave prior to being eligible for unpaid leave. Upon the exhaustion of all vacation and personal leave, an employee taking (A), (B) or (E) leave may use any available paid sick leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, such leave will be designated as FMLA leave upon written notification to the employee.

Section 2: Military Family Leave Entitlement

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 3: Status of Employee Benefits.

While on FMLA leave, employees may continue to participate in the City's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the City Finance Director the employee's share of any medical

insurance premiums once per month in advance of the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the City may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control.

Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. Upon return from FMLA leave, an employee will be restored to his or her original or equivalent position with equivalent pay, benefits, and other employment terms.

Section 4: Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definitions of continuing treatment.

Section 5: Use of Leave

As outlined above, an employee may not need to use FMLA leave in one block. FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Section 6: Basic Regulations and Conditions of Leave

The City will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or that of a covered family member or service member. In its discretion, the City may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, the City, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City and the employee.

Section 7: Notification and Reporting Requirements.

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt City operations. In the case of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present written authorization from his/her doctor stating that the employee is ready to return to work.

Section 8: Procedures.

An employee seeking FMLA leave must contact the Benefits department, complete the appropriate certification and submit it to the Benefits department for review and approval If possible, the certification should be submitted thirty (30) days prior to the planned commencement of the leave. Employees may obtain the proper and required certification documents from the Benefits department.

Section 9: Coordination with Maternity Leave.

The City provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the City's Short Term Disability Plan or applicable Collective Bargaining Agreement. Maternity leave will be treated in the same manner as a type (D) FMLA leave of absence. An employee who uses less than the Available Leave Weeks for type (D) leave for maternity may take additional type (A) FMLA leave after the end of the disability period for a period not to exceed the available leave weeks.

Section 10: Coordination with Other City Policies; Reference to.

In the event of any conflicts between this policy and other City policies, the provisions of the applicable City policy shall govern; however, if any provision of this policy exceeds the benefit currently offered under the applicable City policy; this policy shall control for those covered employees.

ARTICLE 17
ENTIRE AGREEMENT

17.1 The parties acknowledge that during negotiation, 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 AFSCME, 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 specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

The Union retains the right to impact bargain. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 18
DURATION OF AGREEMENT

18.1 This agreement shall be effective when signed without retroactively except as specifically otherwise provided and be in full force and effect through December 31, 2013. This agreement shall be continuous from year to year thereafter unless written notice of desire to cancel or revise is received prior to July 1, 2013. If a new or revised agreement has not been reached prior to January 1, 2014, this agreement shall continue in effect until a new agreement goes into effect.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNDER TO SET THEIR HANDS AND SEAL ON THIS 26 DAY OF Nov 2012.

By the City of Lebanon:

11/26/12
Date of Acceptance

Greg Lewis, City Manager

Sheila Wahl, Director, Human Resources

Mike Lavalla, Director, Public Works

Vicki Lee, Deputy Finance Director

Witness

By AFSCME Negotiating Team:

Brian Lahaye, Vice President

Scott Poirier, Shop Steward

Scott Carey, Chief Steward

Wayne Brooks, Shop Steward

Chris Ciardelli, Treasurer

Tim Elder

Witness

George Lovell, AFSCME Representative

Date of Acceptance 12/10/12

APPENDIX A
WORK WEEK

WORK WEEK.

The normal work week shall consist of five (5) days of eight (8) hours per day for a total of forty (40) hours per week, Monday through Friday. Regular working hours shall begin at 7:00 a.m. and end at 3:30 p.m. with a 1/2 hour unpaid lunch break. If the City wishes to establish another regular shift, it must notify all employees affected in advance; such implementation shall be subject to agreement between the City and Local 1348. Work weeks by group are listed below.

RESCHEDULING

To reduce the impact on the public, the City has the right to reschedule the regular working hours on a voluntary basis to accomplish tasks / projects of the affected work group on a temporary basis for the length of time needed to complete the task / project. The City will seek volunteers to by posting a sign-up sheet at least 14 days prior to rescheduling. The posting will be closed out and removed 7 days prior to rescheduling and the affected employee(s) will be notified prior to the end of the work day. Employees who are rescheduled will receive an additional $1.25 per hour for all hours worked during the period the regular working hours are rescheduled. Regular working hours shall mean the rescheduled working hours for all other provisions of the contract where regular working hours are referred to. For example, paragraph 3.1.1 requires that an employee be paid time and one-half for all hours worked outside the regular working hours. If the regular working hours have been rescheduled to 3am to 11:30am, then the employee will be paid time and one-half for all hours worked prior to 3am and after 11:30am. It is understood that the number of days specified for posting may not always be possible for the Wastewater Treatment Team.

SOLID WASTE MANAGEMENT GROUP

WORK WEEK

Gatehouse
Opening Shift: 7:00AM to 3:30PM, Monday through Friday with a ½ hour unpaid lunch.

Late Shift: 8:30AM to 5:00PM, Monday through Friday with a ½ hour unpaid lunch.

Saturday: 8:15AM to 2:15PM with no time for lunch.

An employee scheduled to work on Saturday may switch with an employee normally having the day off, with 48 hours notice and prior approval by the Supervisor. This is a rotating shift schedule; employees working opening shift one week will work late shift the next week. Employees working the late shift are required to work the Saturday of that same week.

Recycling Center

Opening Shift: 7:00AM to 3:30PM, Monday through Friday with a ½ hour unpaid lunch.

Late Shift: 8:30AM to 5:00PM, Monday through Friday with a ½ hour unpaid lunch.

Saturday: 8:15AM to 2:15PM with no time for lunch.

An employee scheduled to work on Saturday may switch with an employee normally having the day off, with 48 hours notice and prior approval by the Supervisor. This is a rotating shift schedule; employees working opening shift one week will work late shift the next week. Employees working the late shift are required to work the Saturday of that same week.

HEAVY EQUIPMENT OPERATORS - SOLID WASTE

The Heavy Equipment Operator work hours will be as follows based on a full complement (3) of Operators:

HEO 1 -7:00AM - 3:30PM
HEO 2 -7:30AM - 4:00PM
HEO 3 - 8:00AM - 4:30PM

Shifts shall be first filled by mutual consent. Conflicts for the same shift will be resolved by group seniority. Any remaining vacant shifts will be assigned.

When staffing for the Heavy Equipment Operators falls below full levels, the HEO 2 shift outlined above will *not* be included and shift assignments will follow those procedures outlined above.

Saturday Hours

Saturday hours for Heavy Equipment Operator personnel will be the same as other staff (i.e., 8:15AM to 2:15PM) and will be scheduled on a rotating basis.

UTILITY OPERATIONS GROUP

WORK WEEK

The normal work week consists of five (5) eight (8) hour days totaling forty (40) hours, Monday through Friday, with three (3) hours of pre-scheduled overtime for "Weekend coverage" on Saturday and Sunday. Regular working hours are 7:00 am to 3:30 pm with a ½ hour unpaid lunch.

OPERATIONS AND MAINTENANCE GROUP

WORK WEEK

Five days of eight hours each for a total of forty hours per week, Monday through Friday. Regular working hours begin at 7:00 am and end at 3:30 pm with one-half hour for lunch with exception of the following:

May 2008 to Labor Day 2008, the normal workday shall begin at 6:00 am and shall end at 2:00 pm with a 15 minute on the job lunch. However, effective May 2009, from the first full week in May until the day after Labor Day, the normal workday shall begin at 6:30 am and shall end at 2:30 pm with a 20 minute on the job lunch.

AIRPORT DEPARTMENT

WORK WEEK

Five (5) days of eight (8) hours each for a total of forty (40) hours per week, Monday through Friday. Regular working hours are:

Airport Maintenance Technician- 7:00 a.m. to 3:30 p.m. with a ½ hour unpaid lunch

Airport Maintenance Specialist - 7:00 a.m. to 3:30 p.m. with a ½ hour unpaid lunch

Airport Maintenance Foreman - 6:00 a.m. to 2:30 p.m. with a ½ hour unpaid lunch

APPENDIX C
GRADES AND CLASSIFICATIONS

Table 1

Grade 1:	Laborer
Grade 2:	Utility Operator Trainee
Grade 3:	Operator Maintainer Recycling Attendant Meter/Backflow Technician Scale Technician
Grade 4	Light Equipment Operator Utility Plant Operator Airport Maintenance Technician
Grade 5	Heavy Equipment Operator Water Plant Operator Wastewater Plant Operator Airport Maintenance Specialist
Grade 6	Parks & Grounds Crew Foreman Mechanic
Grade 7	Utilities Maintenance Mechanic Electrician Laboratory Technician / Utilities Plant Operator Airport Maintenance Foreman Engineering Technician
Grade 8	Utilities Maintenance Foreman
Grade 9	Chief of Quality Assurance

APPENDIX C - Table 2
WAGE SCALES

2011 Wage Scale		
Grade	Minimum	Maximum
1	14.77	17.53
2	15.93	18.92
3	17.19	20.48
4	18.57	22.19
5	20.09	24.04
6	21.76	26.03
7	23.57	28.23
8	25.53	30.63
9	26.83	32.26

2012 Wage Scale		
Grade	Minimum	Maximum
1	15.07	17.88
2	16.25	19.30
3	17.53	20.89
4	18.94	22.63
5	20.49	24.52
6	22.20	26.55
7	24.04	28.79
8	26.04	31.24
9	27.37	32.91

2013 Wage Scale		
Grade	Minimum	Maximum
1	15.07	17.88
2	16.25	19.30
3	17.53	20.89
4	18.94	22.63
5	20.49	24.52
6	22.20	26.55
7	24.04	28.79
8	26.04	31.24
9	27.37	32.91

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Appendix A: Work Week

Appendix C: Grades/Classifications & Wage Scales