

**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, 2022, through December 31, 2024

2022 – 2024 CONTRACT**CITY OF LEBANON & LOCAL #1348 AGREEMENT**

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SUBJECT INDEX

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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, Arts and Parks 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 This agreement shall apply to 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, Arts and Parks departments shall also be considered groups.
- 1.3 This agreement does not apply to newly hired employees during their initial probationary period. The initial probationary period for all employees shall be twelve (12) months.

ARTICLE 2
UNION

2.1 Upon receipt of a signed voluntary authorization by the Union to the Finance Department; the EMPLOYER agrees to make a payroll deduction from the EMPLOYEE'S wages. The deduction shall be in an amount agreed upon by the UNION. Authorization for such payroll deductions shall be in a form satisfactory to the EMPLOYER and to the UNION. The UNION shall provide the EMPLOYER a 30-day advance notice of changes in the amount of payroll deductions. No employee shall be required to become a member of the Association.

2.2 **DUES COLLECTION.** The City agrees to deduct, from each listed member of the Union, for the Union, in the certified bargaining unit, the current authorized dues deduction and further agrees to send said dues along with a statement indicating who has paid dues 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. If any union employee has no check coming to them, or if their check is not large enough to satisfy the dues, 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.

The City will notify the treasurer of Local #1348, AFSCME, in writing within five (5) workdays of the cancellation of dues deductions by an employee who had previously signed an authorization for said deduction.

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,

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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. Employees who have been laid off shall, for a period of twelve (12) months from the date of layoff, and based on group seniority, be offered rehire into any position in the bargaining unit that becomes available and for which they are qualified or can become qualified in the same manner as a new hire.

2.5.3 In the event of a layoff in any Group, an employee who would otherwise be laid off shall instead be allowed to bump the least senior employee in a same or lower grade position within the Group. The bumping employee must be qualified for the position into which s/he has bumped. Employees displaced by bumping shall, in turn, have the right to bump less senior employees in a same or lower grade position within the group, if qualified for the position into which s/he is bumping. Bumping between groups shall not be permitted. However, for purposes of Section 2.5.3 only, the Wastewater, Water, and Utility Maintenance groups shall be treated as a single group.

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. Upon mutual agreement between the City and AFSCME the probationary period may be reduced to less than one (1) year.

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 the employee 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 their group seniority by transferring to another group in accordance with Article 4.

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- 2.5.7 An employee who resigns from employment and is subsequently rehired shall be paid at the minimum step rate (i.e., Step 1) for the applicable position unless approved by the Department Head and the City Manager.
- 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 their regular 8 hours shift in excess of eight hours or over forty hours in any one week except as provided in the subparagraphs below of this article. 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 When employees not on Standby or On Call are called-in to perform overtime, they will be paid time and one-half for a minimum of three hours. When employees on Standby or On Call are called-in, they will be paid time and one-half for a minimum of two hours. If an employee is called and can resolve the issue over the phone, the employee will be paid time and one-half for a minimum of one hour, regardless of whether the employee is on Standby or On Call. If the employee receives another call that can be resolved by telephone or by a laptop or an electronic/digital device, the employee will be paid time and one half for each additional call/activity by phone in 15-minute increments. Therefore, only one 1-minute call-in will be paid in a 24 hour period (12:00 a.m.– 11:59 p.m.) 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 their shift or clock back in at the end of their shift, the employee will only be paid for time worked and call-in minimums will not apply. Call in time is not to be considered as part of an employee's regular 8-hour workday/week. There shall be no reduction in an employee's regular 8-hour work day/week because the employee was called and requested to work.

3.1.3b Employees will respond within a reasonable timeframe as determined by the Department Head or their designee, given weather conditions and distance from their primary residence to their primary duty location. In the event that the Department Head or their designee determines a response to be unreasonable, no call-in payment will be made. If an employee does not arrive until their regular scheduled duty hours, no call-in will be paid. TA 04-08-21/wording changes

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 system.

3.1.4 Maintenance Winter Operations

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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 City Manager or the Deputy City Manager.

3.1.5 **Regular Work Hours**

For the purpose of this provision, employees shall not be paid double time during their regular scheduled shift. However, hours worked during their regular 8-hour workday 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.

3.1.7 **Overtime shall be assigned by group, then classification and then seniority on a rotating basis.**

3.3 **STANDBY.**

3.3.1 **Maintenance Group:** During the winter months (Mid November through April), the Maintenance Group shall seek volunteers to perform standby duty on a rotating basis for immediate call-in purposes. The Department Head or his or her designee will determine the schedule 5 working days prior to November 15. Standby will be performed by two (2) employees for one week at a time beginning Wednesday at 3:30 p.m. Employees on standby will be provided a pager cellphone, laptop, tablet, or an electronic communication device 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 fifty dollars (\$50.00) 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 **Water, Wastewater and Utility Maintenance Groups:** All qualified employees of the Water, Wastewater and Utility Maintenance groups 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, the employee 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 Water and Wastewater Plant stand-by employee with a pager, a cellular telephone and laptop computer.

Employees shall receive fifty dollars (\$50.00) 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 or wastewater treatment plant (changing computer settings, restarting the plant, etc.) via the laptop computer in response to a page. In the event that an employee must report to the water or wastewater treatment plant in response to a page, the employee shall be compensated a minimum of two hours of time and a half.

3.3.3 Airport Department:

During the winter months (Mid November through April), the Airport Department may seek volunteers to perform standby duty on a rotating basis for immediate call-in purposes. The Department Head or his or her designee will determine the schedule 5 working days prior to November 15. Standby will be performed by one (1) employee for one week at a time or a schedule as agreed upon to facilitate after-hours airport assessments or maintenance. Employees on standby will be provided a pager, cell phone or another electronic communication device 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 fifty dollars (\$50.00) 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 a half and will not be eligible for the minimum call in described in paragraph 3.1.1

3.3.4 Qualified employees who complete their probationary period shall be then included in stand by duty. Probationary employees that the City determines are qualified to perform standby duty may be included in the standby duty rotation unless the Union objects to his or her inclusion on the rotation within five (5) working days of receiving notice of the City's determination.

3.4 **PRESCHEDULED OVERTIME. 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, and any required certifications (e.g., solid waste, water, wastewater, etc.) needed to perform the overtime requirement. Overtime will be assigned to the employee who most closely meets the certification and grade requirements 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 a higher-grade employee(s). 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 workday prior to the overtime requirement as a minimum. If the overtime requirement cannot be filled utilizing the procedures outlined in this provision, the Department Head or his or her designee will assign the overtime to the next qualified employee on the group seniority rotational list. Employees performing prescheduled overtime shall be paid for a minimum of two (2) hours, unless the two-hour minimum coincides with their normal work hours or a call-in prior to the prescheduled assignment where the employee is already on

the site and the employee shall perform duties as assigned. Example: If an employee is assigned to work prescheduled overtime one hour before the start of his normal workday, he will receive only one hour of overtime pay. No employee will receive overtime pay and straight time pay for the same hours worked. An employee will not receive a 2-hour minimum for a call-in and prescheduled overtime when they occur simultaneously when the employee is already on-site. Example. If an employee is pre-scheduled for an assignment (or other reason) and then called in for an emergency situation (or vis-versa) in the same day (12:00 a.m. – 11:59 p.m.) the employee will receive one 2 hour minimum for either the call-in or the prescheduled situation but, not for both. If the employee leaves the facility and is then called back; the employee will be paid time and a half for all hours worked during the same 24- hour period.

- 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 their regular scheduled work shift, which hours shall be paid as straight time.

ARTICLE 3A **MISCELLANEOUS**

- 3A.1 **FITNESS FOR DUTY EXAMINATIONS.** 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.
- 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.
- 3.1.4 **EMERGENCY CONDITIONS.** If determined, at the discretion of the City Manager or AFSCME Collective Bargaining Agreement Final – January 1, 2022 – December 31, 2024

the Deputy 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.

- 3.1.5 **Permitted Clothing.** Bargaining unit members shall be permitted to wear knee length, tan, khaki, or denim cargo style shorts, in good repair, while performing their duties. Cut-off shorts shall not be permitted. Bargaining unit members shall be permitted to wear approved royal blue or light blue t-shirts. The Department Head or their designee may meet with the applicable department safety committee to discuss job assignments in which it may be appropriate or inappropriate to wear shorts and/or a t-shirt. It is agreed and understood, however, that safety considerations, as determined by the Department Head or their designee at their sole discretion, may require that employees wear long pants and/or long-sleeved shirts in the performance of certain assignments. The decision of the Department Head or their designee to require long pants and/or long-sleeved shirts shall not be grievable.

To the extent possible, employees will be told in advance if a particular work assignment will require long pants and/or long-sleeved shirts. At all times, an employee must have a pair of long pants and a long-sleeved shirt available at their work location so that they can change clothing if it is deemed necessary. Employees who do not have the appropriate clothing readily available may be sent home without pay.

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. At the request of the Department Director and with the approval of the City Manager, the Department Director may award an additional step (or steps) increase upon the employees' annual evaluation and may increase the amount of vacation time an employee receives.
- 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 a promotion is offered and accepted, the name of the person promoted shall be posted for five (5) working days.
- 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 the position closing. Employees whose absence will exceed two weeks beyond the position closing date, will not be considered for the position and will be removed from the list.
- 4.7 INTENTIONALLY LEFT BLANK
- 4.8 Job postings shall include a description of the job, the rate of pay, the job location, the grade and job status (e.g., full time).
- 4.9 The above procedures shall be followed in all regular full-time promotions, vacancies and transfers. However, for Grade 3 jobs and below, 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 another position shall, during the first twelve (12) months after such promotion or transfer, be regarded as in a probationary status, and the City, within its sole discretion, can return the employee to their former position (classification, pay grade, pay and seniority) within this 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, pay and seniority) within the first ninety (90) days of the probationary period if the position is available.
- 4.12 When an employee is promoted to a higher-grade position, they shall be promoted to the Step 1 pay rate for the new grade. If the Step 1 pay rate of the new position grade is lower than the employee's current rate of pay, s/he will be promoted to the next higher Step of the new position grade which provides at least a five (5) percent increase (subject to grade maximum). Any employee promotion beyond the Step 1 pay rate shall require prior City Manager approval.
- 4.13 **PLUS RATES.**
- 4.13.1 Employees assigned to work in a higher-level classification will receive a 5% increase for four (4) or more consecutive hours worked in the higher classification.
- 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 beyond 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 their current employment or possible promotional position, the City will reimburse the employee for the tuition provided: (1) The course must be approved by the Department Head or their 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 licenses (CDL, i.e., not driver's licenses) and certifications that are required by job description and give reasonable time off to secure same. It shall be a condition of employment to possess a valid CDL with appropriate endorsements for all positions that require a CDL license. Current employee not in Operations & Maintenance who are CDL licensed, will not be required to plow. Employees who are promoted or transferred from their current position will lose grandfather status. If an employee fails to renew or loses their CDL license, the employee may be subject to disciplinary action; up to and including discharge.
- 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 their successful initial AFSCME probationary period, from which employees may purchase items of clothing such as 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. Employees who satisfied their one-year initial probationary period and transfer to another position within AFSCME will be eligible for the full amount of the clothing allowance.

Example of the above: In the event an employee completes their probationary period on August 18th, the employee 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, the employee 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 (5) working days thereof. Indication of a verbal warning may be documented in the personnel file of a disciplined employee.
- 7.3 Disciplinary actions may be taken in the following order:
- A. Verbal warning.
 - B. Written warning.
 - C. Suspension without pay; with or without benefits.
 - D. Discharge.

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

- 7.4 An employee shall be able to review their own personnel file at reasonable times.
- 7.5 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 department 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, narcotics, drugs or controlled substances while on duty or reporting for duty in a condition that is unfit for duty.
- d) Conviction of any felony or disregard for or 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) Inappropriate, discourteous or offensive behavior.

7.6 A verbal and written warning shall not be retained in any employee's personnel file for more than two years (24 months), provided there is no other disciplinary action during that time, suspension without pay shall not be retained in any employee's personnel file for more than three- years (36 months) from the date of entry provided there is no other disciplinary action during that time. All employees must notify the Human Resources Director in writing to have the record expunged. The intent is to apply this provision as written which differs from past practice as previously applied, consistent with applicable state laws.

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 Immediate Family Leave - 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.

8.2.2 Extended Family Leave - 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 8.2.1., 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).

8.2.3 Additional Leave - Upon prior written request and approval by the Department Head or their 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.

8.3 (INTENTIONALLY BLANK)

8.4 **PERSONAL LEAVE.**

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- 8.4.1 Employees shall receive five (5) personal days per calendar year. Personal days shall be credited to employees as of the first pay date in January of each calendar year. Newly hired employees will receive a pro-rated amount of personal leave depending upon their starting date of employment with the City. Refer to the chart below for prorations.

Employment Date	Personal Hours Received
January - March	40 hours
April - September	24 hours
October - November	16 hours

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

- 8.4.2 Each employee requesting personal leave shall notify their 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.
- 8.4.3 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:

- 1) January 1
- 2) Martin Luther King Day (3rd Monday in January)

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- 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) The day before or Day after Christmas
- 11) Christmas Day

Columbus day is 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.

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

When a legal holiday falls on a Saturday, the following Monday or preceding Friday may be declared by the City as the day to be observed. 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 Effective January 1, 2019, each full-time employee covered by this agreement will accrue vacation hours according to the following schedule:

Continuous Employment	Hours Earned Per Month
0 month through the 48 th (0-4 years)	6.75

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49 th month through 108 th (5-9 years)	10.00
109 th month through 168 th (10-14 years)	13.50
169 th and above (15+ years)	15.00

Vacation hours shall not accrue to any employee who does not work due to a non-work related illness or injury during an entire calendar month.

8.7.2 Maximum carry over on an employee's anniversary month 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 and above (10+ years)	242.00

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

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

Any request for such carry-over must be submitted to the City Manager five (5) weeks before the end of the employee's vacation year.

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 or 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 unless a less senior employee received approval prior to the senior employee submitting their time for vacation. 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 Employees shall receive pay for any unused portion of his or her vacation upon lay off, death while in the employ of the City, and retirement or resignation with two (2) weeks' notice. To be eligible for payment for unused vacation leave, an employee who retires or resigns from service must provide a 2-week notice and work through the notice period unless an early release is authorized by the City Manager.

Payments made as the result of the death of an employee shall be paid in accordance with New Hampshire state law and as designated by the employee on beneficiary documents on file.

There shall be no pay for unused accrued vacation for any employee with less than one (1) year of employment, who is terminated for cause.

- 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 the employee has been employed by the City. Use of sick leave for exhaustion may be granted at the department head's discretion, which shall not be unreasonably withheld. 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 Section 8.2, Bereavement Leave), child(ren) and step-child(ren). Employees may also use sick leave for their own or their immediate family members' health care provider appointments. If an eligible employee or a member of the employee's family has a health event which qualifies for FMLA leave, the use of sick leave shall be in accordance with the City's FMLA policy.

- 8.8.2 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.

If possible, the employee shall notify their 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 their family shall notify the department head within four (4) 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 The following sick leave payout provisions shall apply to all employees
Accumulated sick days shall not be payable to any employee who involuntarily leaves their 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 their hourly rate of pay plus longevity payments in accordance with Article 13.4. To be eligible for payment for unused sick leave, an employee who retires or resigns from service must provide a 2-week notice and work through the notice period unless an early release is authorized by the City Manager. In addition to sick pay benefits mentioned an employees must have worked continuously for the City for a period of five years or more to be eligible to receive their accumulated sick pay benefits as set forth above.

Employees who retire, resign from employment or are laid off shall be eligible to the payment of sick leave. per the schedule below. To be eligible for payment for unused sick leave, an employee who retires or resigns from employment must provide a 2-week notice and work through the notice period unless an early release is authorized by the City Manager. Employees who die while employed with the City, shall be paid in accordance with NH Retirement System, NH State Law and in accordance to the beneficiary on file of the deceased employee.

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

Employees hired shall not receive payment for any unused accrued sick leave upon discharge or upon resignation/quitting without two (2) week's notice or who has been employed less than 1 year.

- 8.8.5 Employee sick leave accrual amounts shall be shown on the employee's pay stub.
- 8.8.6 In absences of illness of three (3) days or more, the City may require substantiation through a physician's certification delivered to the Department Head or his or her designee.

ARTICLE 9
UNPAID LEAVE OF ABSENCE

9.1 **GENERAL.** Each regular full time employee shall be eligible 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. Written requests must be submitted to the department head. The request shall specifically state the amount of leave requested and the reason for the request. The request, together with the department head's recommendation, shall be submitted to the City Manager. The City Manager shall have sole discretion to grant the leave request, in whole or in part, or to deny the request. The City Manager's decision shall not be grievable.

While the employee is on an unpaid leave of absence, vacation, sick and personal time will not accrue if the employee is absent for a full month or more. 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.

Employees returning to employment will begin to accrue vacation time and sick time beginning the first of the month following their return to employment with the City. Employees who have not receive any personal hours during the calendar year will receive a pro-rated number of personal hours as shown on the above schedule in article 24.2 like new employees upon their return to employment. Returning employees will be able to elect health and dental benefits the first of the month following re-employment. If the leave of absence was regarding military active duty; health and dental benefits will commence upon the day the employee returns to City employment if the employee had previously elected City health and dental benefits. Otherwise, benefits will commence on the first of the month following re-employment.

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 Active Military Duty, Reserve Military Leave and Training

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). It is the intent of the City to comply fully with the law. Employees may elect to use their accrued vacation or personal time if they elect to be paid.

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 insurance 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 insurance coverage.

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.

12.1.1 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 (50%) 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 these benefits.

12.1.2 INCOME PROTECTION INSURANCE. 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.

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 their 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. At the discretion of and in the order so designated in writing by the employee to the Benefits Coordinator, accumulated vacation leave and available personal leave to be applied in full or partial days.

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.

12.1.3 HOSPITALIZATION/MEDICAL INSURANCE.

The City agrees to provide the Lumenos plan or equivalent coverage to full time members. 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.

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

The City will fund once per year by the 2nd business day in January (or once per year for newly hired employees) an HSA in the amount of \$4,500.00 for family and 2-Person Lumenos plans and \$2,000 for a single Lumenos plan from January 1, 2022 through December 31, 2024.

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.

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 these benefits.

SECTION D. 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 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 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.

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

SECTION F. 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 a health insurance plan that is discontinued by a carrier. The City agrees to work with Union to find an alternate comparable plan, if one exists. 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.

SECTION G. The City and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the repeal to 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:

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 or an excise tax on high-costing employer-sponsored health coverage 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 50% of the employee's HSA contribution provided to the employee through a higher premium deduction.

K. 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.

FSA Medical Reimbursement – Employees will be offered to participate in a medical reimbursement funded solely by the employee's contribution. For employees participating in a high deductible plan this will be a Limited Purpose FSA to be used for eligible dental and vision expenses as medical expenses are applied towards the high deductible.

Employees participating in a traditional health plan where co-insurance is applied (a non-high deductible plan) will be eligible to participate in a (Full Purpose) Medical FSA Reimbursement account funded solely by the employee. A Full-Purpose Medical FSA Account reimburses eligible medical, dental and vision expenses.

WORKER'S COMPENSATION.

- A) An employee injured on the job, however slightly, must report the fact immediately to their his/her supervisor. The City shall provide workers' compensation benefits in accordance with RSA 281-A. TA 4-08-21

- B) 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 their accumulated sick leave. Upon exhausting accumulated sick leave, an employee may then use their accumulated vacation and available personal leave at his or her discretion and in the order s/he shall designate in writing to the Benefits Coordinator.

- C) 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 leave, accumulated vacation leave and available personal leave with the objective of maintaining the employee at or as close to one hundred percent (100%) of their 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 employees shall be applied as follows:
 - 1) Worker's 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. At the discretion of and in the order so designated in writing by the employee to the Benefits Coordinator, accumulated vacation and available personal leave to be applied in full or partial days.

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

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

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 B & C and as follows:

Salary grades shall consist of 7 steps, including the grade minimum and maximum (see, Appendix B). An employee may receive a Step increase effective their month and day of hire, or if promoted, transferred or demoted to another position since date of hire, their month and day of promotion, transfer or demotion, whichever occurred last, until such time as his or her salary reaches top Step (i.e., maximum pay rate of the applicable salary grade – Step 7).

The 2023 calendar year, employees will receive their evaluation but will forgo a Step increase. Step 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 step increase in 2024 as the step increase for 2023 was abstained.

For example, an employee hired January 15, 2000 and promoted on May 28, 2011 may move to the next salary Step effective May 28th.

Similarly, an employee hired January 15, 2000, and promoted on May 28, 2011, and then demoted on June 19, 2011, may move to the next salary Step effective June 19th.

An employee demoted to a lower grade position, whether voluntarily or involuntarily, may be demoted to the Step pay rate of the lower grade position which is consistent with their years of experience.

An employee transferred to another position (i.e., same grade) may be transferred at their current Step pay rate.

Salary grades shall be adjusted in accordance with the General Wage Increase (GWI) as noted below:

Effective Date	Percentage Increase
January 1, 2022	3%
January 1, 2023	1-3%
January 1, 2024	1-3%

Based on the NE Urban CPI for June 2020-June 2021. 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 (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 (1%) nor greater than three percent (3%).

During the 2023 calendar year, employees will receive their evaluation but will forgo step increases. Step increase will commence again in the year 2024 and continue through the end of this collective bargaining agreement – December 31, 2024.

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	\$.05
After 10 years of service	\$.10
After 15 years of service	\$.15
After 20 years of service	\$.20 + 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	\$.34 + 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

The City will conduct performance evaluations on or before an employee's anniversary date of hire or date of promotion, transfer, or demotion (month and day), whichever occurred last. Performance evaluations shall be done on a pass/fail system.

Employees promoted to a higher grade or transferred or demoted to another position shall receive a performance evaluation at the 6-month and one-year of promotion, transfer or demotion date (month and day).

13.6 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 the decision of the Manager or Superintendent is not satisfactory, within fifteen (15) working days following the receipt of the Step One decision, the aggrieved employee or the Union may request an appeal, in writing, to the Department Head or designee who shall hold a hearing within fifteen (15) working days of receipt of the grievance and who shall render a written decision within fifteen (15) working days after the hearing.
- 14.5 **STEP THREE.** If the decision of the Department Head or designee is not satisfactory, within fifteen (15) working days following the receipt of the Step Two decision, the aggrieved employee or the Union may appeal, in writing, to the City Manager, who shall hold a hearing within fifteen (15) working days of receipt of the grievance and who shall render a written decision within fifteen (15) working days after the hearing.
- 14.6 **STEP FOUR.** If the employee or the Union is not satisfied with the Step Three decision of the City Manager, the Union may submit a letter of intent to arbitrate to the City Manager within fifteen (15) working days of receipt of the Step Three decision. If the parties are unable to mutually agree upon an arbitrator, the Union may, within fifteen (15) working days after sending notice of intent to arbitrate, request assistance from the NH PELRB with the selection and appointment of a labor arbitrator. The arbitrator's fee and any fee charged by the NH PELRB shall be equally shared by the City and the Union. Any other costs associated with arbitration incurred by either party (e.g., attorney's fees) shall be borne by the respective party.
- 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.

- 14.8 If the City's representative fails to give a written answer within the stated time limits above, the Union may appeal the grievance to the next step at the expiration of the time limit. If the Union fails to appeal the grievance to the next step within the time limits stated above, the last answer of the City's representative shall be final and binding on all parties.

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

16.0 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. The City shall comply with all of the provisions of the FMLA statute and regulations. The FMLA policy shall maintain the "rolling twelve" method.

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 retroactivity except as specifically otherwise provided and be in full force and effect through December 31, 2024. 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, 2024. If a new or revised agreement has not been reached prior to January 1, 2025, 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 17 DAY OF December 2021.

By the City of Lebanon:

DocuSigned by:
Shaun Mulholland
AEB8225904D9438

12/17/2021

Shaun Mulholland, City Manager - Signature & Date of Acceptance

By AFSCME:

DocuSigned by:
Christopher Kilmer
39CFE02959E4402

12/17/2021

Christopher Kilmer, AFSCME, Local 1348,
AFL-CIO Council 93 Representative Date of Acceptance

DocuSigned by:
David Moore
8AD54173D610417

12/17/2021

David Moore, AFSCME Local 1348, President

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 Operators, Recycling Center Operators and Grade 3 Truck Operators (for the purpose of this provision above positions are referred to as Operators)

Opening Shifts: The Solid Waste Operation consist of two shifts Monday – Friday (5 days), eight hours each day, for a total of forty hours per week. The work shifts consist of 6:30 am – 2:30 pm or 9:00 am to 5:00 pm with a 20-minute paid lunch. Positions assigned to the above hours include **Solid Waste Technician, Recycling Attendant, Scale Technician, Truck Operator/Scale Technician.**

Shift designations will be at the discretion of the Solid Waste Manager.

Saturday Hours: 8:15 am to 2:15 pm with no time for lunch. All solid waste/landfill employees participate in an alternating/rotating Saturday cycle.

HEAVY EQUIPMENT OPERATORS - SOLID WASTE

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The Solid Waste Heavy Equipment Operator work hours consist of three shifts Monday – Friday (5 days) eight hours each day, for a total of forty hours per week. The three work shifts consist of 6:30 am – 2:30 pm; 7:30 am – 3:30 pm; or 8:30 am – 4:30 pm with a 20-minute paid lunch.

Shift designations will be at the discretion of the Solid Waste Manager.

Saturday Hours: 8:15 am to 2:15 pm with no time for lunch. All solid waste/landfill employees participate in an alternating/rotating Saturday cycle.

**HIGHWAY MAINTENANCE, WATER & WASTEWATER DIVISIONS
& UTILITIES GROUP WORK WEEK**

The Highway Maintenance, Water, Wastewater Division & Utilities Group are scheduled Monday – Friday (5 days), eight hours each day for a total of forty hours per week. Regular working hours begin at 6:30 am and end at 2:30 pm with a 20-minute paid lunch break.

Wastewater Divisions – The Wastewater Superintendent will designate 1 employee to work from 7:30 am to 3:30 pm with a 20-minute paid lunch, year-round on a rotating basis.

Water & Wastewater Divisions employees are required to work (3) hours of pre-scheduled overtime for "Weekend coverage" on Saturday and Sunday on a alternating/rotating basis.

Snow Operating Shifts: 1st shift - 6:30 am - 2:30 p.m.;
2nd shift - 2:30 pm - 10:30 pm;
3rd shift - 10:30 pm to 6:30 am

AIRPORT DEPARTMENT WORK WEEK

Monday – Friday (5 days), 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 - 7:00 a.m. to 3:30 p.m. with a ½ hour unpaid lunch

The Airport Manager will designate 1 full-time airport employee to work 6:00 a.m. – 2:30 p.m. with a ½ hour unpaid lunch to perform airport inspections. This will allow appropriate work assignments to be issued to the remaining maintenance staff at the start of their shifts.

ENGINEERING TECHNICIAN WORK WEEK

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

An employee can submit a written request for an exception to have their hours of work changed to accommodate family circumstances. Special exceptions may be approved if it is reasonable to change these hours.

Paid lunch definition: A 20-minute paid lunch break for each 8-hour day worked. Paid lunches are permitted after a 4-hour work period. A paid lunch break is not permitted at the beginning or end of the employee's workday. Due to time constraints of a shorter lunch break, the expectation is the lunch break will be taken at the employee's site location and the employee will return to their assigned workstation/location at the end of the 20-minute period to resume work duties.

Travel off the worksite/location may interfere with employees resuming work duties timely. Vehicular travel back to the lunchroom and returning to their workstation/location is counted in this 20-minute break which is why employees should carry their lunch with them as time is limited.

APPENDIX C
GRADES AND CLASSIFICATIONS

Table 1

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

AFSCME	3	Seniority	5
Agency Shop	4	Sick Leave	22
Bereavement Leave	19	Special Emergency Rates	9
Bulletin Boards	5	Special Vehicle Comp	31
Call-in	7	Stability of Agreement	35
City	3	Standby	8
Confined Space	16	State Retirement	30
Department of PW	3	Strikes & Lockouts	27
Disciplinary Procedures	17	Transfers	12
Dues	4	Uniforms	15
Duration of Agreement	38	Union Business	4
Education Incentive	14	Union	3
Emergency Conditions	10	Vacations	21
Entire Agreement	37	Wage Rates	31
Family Medical Leave	36	Work Week	39
Grades/Classifications	42	Worker's Compensation	29
Grievance Procedure	33		
High Temperatures	10	Appendix A: Work Week	
Holiday Pay	21	Appendix B: Salary Grades	
Holidays	20	Appendix C: Grades/Classifications	
Ice Making Machine	10		
Income Protection	28		
Jury Duty	20		
Leave of Absence - Paid	19		
Leave of Absence – Unpaid	25		
Life Insurance	28		
Local #1348	3		
Lockers	15		
Lockouts	27		
Longevity	32		
Management Rights	26		
Medical Insurance	29		
Military Leave	25		
Overtime	7		
Pagers	8		
Paid Professional Purposes	19		
Performance Evaluations	32		
Personal Gear	15		
Personal Leave	20		
Plow Rates	31		
Plus Rates	13		
Prescheduled Overtime	9		
Promotions & Transfers	12		
Recognition	3		
Rescheduling	39		
Safety	15		

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**SIDEBAR AGREEMENT
BETWEEN
LEBANON PUBLIC WORKS EMPLOYEES' UNION
AFSCME Local 1348, Council 93 AFL_CIO
AND
THE CITY OF LEBANON**

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

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

Revision to Article 12.1.3, Section K, Dependent Care, first paragraph as agreed upon is detailed below,

The City will provide a contribution up to \$5,000 to a dependent care FSA established through the City's healthcare provider for the 2023 calendar year for each eligible employee. Employees must be otherwise 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.

Revision to Article 13.1, Step Increases, second paragraph,

In 2023, all employees shall receive a step increase 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, until such time as his or her salary reaches top Step (i.e., maximum pay rate of the applicable salary grade – Step 7). Employee. Employees will not forgo their step as previously agreed at the time of signing.

Article 13.1, Step Increases, last paragraph,

The last paragraph has been deleted in its entirety.

DocuSigned by:
Shaun Mulholland
AFBC27590409438

12/15/2022

Shaun Mulholland
City Manager

Date:

DocuSigned by:
Shawn LaBelle
4F4B12AA25A5455

12/19/2022

Shawn LaBelle
President of the AFSCME Union, Local 1348

Date:

