

**AGREEMENT**

**BETWEEN**

**CITY OF CLAREMONT**

**AND**

**TEAMSTERS LOCAL UNION NO. 633  
OF MANCHESTER, NH**

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

**EFFECTIVE July 1, 2023 – June 30, 2026**

**July 1, 2023 to June 30, 2026**

**City of Claremont, NH and Teamsters Local Union No. 633 of Manchester,  
NH**

**Articles and Contents**

<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE 1 RECOGNITION</b>	<b>5</b>
<b>ARTICLE 2 NON-DISCRIMINATION</b>	<b>6</b>
<b>ARTICLE 3 MANAGEMENT RIGHTS</b>	<b>7</b>
<b>ARTICLE 4 PROBATIONARY EMPLOYEES – DEFINED</b>	<b>9</b>
<b>ARTICLE 5 VACANCIES/PROMOTIONS</b>	<b>10</b>
<b>ARTICLE 6 LAYOFF AND RECALL PROVISIONS</b>	<b>12</b>
<b>ARTICLE 7 SENIORITY</b>	<b>13</b>
<b>ARTICLE 8 COMPENSATION/WAGES/RATES OF PAY</b>	<b>14</b>
<b>ARTICLE 9 HOURS OF WORK</b>	<b>15</b>
<b>ARTICLE 10 HOLIDAYS</b>	<b>17</b>
<b>ARTICLE 11 VACATIONS</b>	<b>18</b>
<b>ARTICLE 12 LEAVES FOR ILLNESS</b>	<b>21</b>
<b>ARTICLE 13 INJURY LEAVE</b>	<b>23</b>
<b>ARTICLE 14 LEAVES WITH PAY/WITHOUT PAY</b>	<b>24</b>
14.0 Bereavement Leave Immediate Family	24
14.1 Professional Leave	24
14.2 Personal Leave	24
14.3 Jury Duty	25
14.4 Leave with Pay/ Procedure - Reasons	25
14.5 FMLA – Family Medical Leave Act	25
<b>ARTICLE 15 MILITARY LEAVE</b>	<b>26</b>
<b>ARTICLE 16 INSURANCE/HEALTH, DENTAL, STD, LTD, ETC.</b>	<b>27</b>
<b>ARTICLE 17 RETIREMENT</b>	<b>30</b>

<b>ARTICLE 18 DISCIPLINE/DISCIPLINARY ACTIONS</b>	<b>31</b>
<b>ARTICLE 19 GRIEVANCE PROCEDURE</b>	<b>32</b>
<b>ARTICLE 20 CLOTHING/UNIFORMS/EQUIPMENT</b>	<b>34</b>
<b>ARTICLE 21 TEAMSTERS 633 REPRESENTATION – BUSINESS</b>	<b>35</b>
<b>ARTICLE 22 TERMS OF EMPLOYMENT /MISC. BENEFITS</b>	<b>37</b>
<b>ARTICLE 23 FINAL RESOLUTION</b>	<b>40</b>
<b>ARTICLE 24 SEPARABILITY</b>	<b>41</b>
<b>ARTICLE 25 DURATION AND MODIFICATION OF AGREEMENT</b>	<b>42</b>
<b>APPENDIX A: D.R.I.V.E. PAYROLL DEDUCTION FORM</b>	<b>43</b>

## PREAMBLE

Whereas, the intent and purpose of the City of Claremont ("the City") and Teamsters Local Union No. 633 of Manchester, New Hampshire ("the Teamsters") (collectively, the City and the Teamsters are referred to as "the Parties") is to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase efficiency and productivity; and to provide prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City.

Now, therefore, both Parties specifically agree, that their objective is for the good and welfare of the City and Teamsters 633 alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Teamsters 633 regard all personnel as public EMPLOYEES governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow EMPLOYEES.

## **Article 1 RECOGNITION**

### **1.0 Membership Statement**

The City hereby recognizes Chauffeurs Teamsters and Helpers Local Union 633 as the sole and exclusive bargaining agent, for the purpose of establishing wage, hours and conditions of employment for all full-time, non-initial probationary EMPLOYEES as recognized in the Certification of Representation from the Public Employees Labor Relations Board dated June 7, 2021, Case No. G-0300-1, Decision No. 2021-098. Specifically, the bargaining unit applicable to this Agreement consists of the following positions:

Accreditation Grant Administrator  
Assessing Technician  
Business Development Specialist  
Children's Librarian  
Circulation Clerk  
City Clerk  
Communication Record Manager  
Fire Captain  
Information Technology Specialist  
Maintenance Supervisor  
Superintendent of Recreation Programs

For the purposes of this Agreement Teamsters 633 bargaining unit members are referred to as EMPLOYEES.

As of the effective date of this Agreement, the positions shall exist within Teamsters 633 in accordance with accepted Certification of Representation from the Public s Labor Relations Board dated June 7, 2021, Case No. G-0300-1, Decision No. 2021-098.

### **1.1 Membership Maintenance Check-Off**

The City agrees to deduct from the pay of all EMPLOYEES covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such EMPLOYEES and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the EMPLOYEE, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an EMPLOYEE who is on the check-off is not on the payroll during the week during which the deduction is made, the EMPLOYEE must make arrangements with the Union to pay such dues in advance. The City shall deduct Teamsters 633 dues from EMPLOYEE'S vacation pay.

### **1.2 Maintain By-Laws**

Nothing herein shall be construed to interfere with the Teamsters 633's right to establish and maintain by-laws.

## **Article 2 NON-DISCRIMINATION**

### **2.0 City and Teamsters 633 Non-Discrimination - No Retaliation - Gender Neutral**

Neither the City nor Teamsters 633 shall discriminate against any EMPLOYEE in a manner that would violate any applicable laws because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, genetic information, veteran's/military status, or Teamsters 633 membership or activities.

### **2.1 Non-Interference**

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

### **2.2 Representation All Employees**

- a) Teamsters 633 shall notify the City of the amount of its dues.
- b) Evidence of good faith of the EMPLOYEES complying with the above provision will be considered to be his/her duly signed check-off dues deduction card as presented to the payroll officer.

## **Article 3 MANAGEMENT RIGHTS**

### **3.0 Rights & Responsibilities**

It is understood and agreed that the City possesses the sole right and authority to operate City departments and to direct the EMPLOYEES in all aspects, except as otherwise specifically agreed to in this agreement, or otherwise specifically agreed to in writing between the parties. The City and Teamsters 633 agree to the terms and conditions set forth in RSA 273-A.

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

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

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

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

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

To hire and terminate EMPLOYEES;

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

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

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

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

- Function, programs and methods to be used for all of the operations for City departments;
- the use of technology;
- the standards of services to be provided;
- the standards of productivity and performance of its EMPLOYEES, departmental

organizational structure;

- The selection, direction and number of all personnel;
- use of contracting and subcontracting;
- all rights retained by virtue of RSA 273-A.



## **Article 4 PROBATIONARY EMPLOYEES - DEFINED**

### **4.0 Purpose**

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

### **4.1 Period to Serve**

Each new EMPLOYEE hired on a full time basis shall serve a probationary period of one (1) year from date of hire. Probationary EMPLOYEES are to be considered in an At-Will employment status until such time they have successfully completed all the requirements of their probationary period.

Performance Evaluation: If the performance evaluation at the conclusion of the EMPLOYEE'S one (1) year probationary period is satisfactory, the EMPLOYEE'S At-Will status will change to regular full-time and s/he shall have all the rights/benefits to become a candidate for Teamsters 633 membership.

An EMPLOYEE transferred into a different position or promoted to a new position, shall serve a one-year probationary period. In the event that an EMPLOYEE who has already served the initial probationary period in a position, is upgraded to full-time status in that position, the probationary period shall be waived.

### **4.2 Disciplinary Procedures - Probationary Period**

During the probationary period, as set forth above, EMPLOYEES may be disciplined, laid off, or dismissed at the sole discretion of the City Manager, and the reason for the disciplinary action, layoff or dismissal shall not be the subject of a grievance and Teamsters 633 shall not grieve such disciplinary action, layoff or dismissal.

## **Article 5 VACANCIES/PROMOTIONS**

### **5.0 Vacancy Defined**

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

### **5.1 Promotions — Employee Interest and Qualifications**

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

### **5.2 Posting of Positions**

#### General:

All positions within Teamsters 633 will be subject to the posting procedures specified within. When filling vacancies for positions in Teamsters 633 all eligible regular full-time and regular part-time EMPLOYEES of the City may apply.

#### Internal Postings:

The notice of position vacancy will be distributed to every department and posted for seven (7) working days to allow eligible EMPLOYEES to apply.

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

### **5.3 Selection of Qualified Candidate**

The Department Head shall make recommendations to the City Manager. The City Manager will make the final decision when filling a position. However, guidelines for filling any vacant position prior to commencing work may be based upon considerations including but not limited to the candidates' ability, qualifications, experience, successful completion of a background check and/or driving record check; and the ability to successfully pass a physical examination if required by the nature of the position. Where qualifications between applicants are relatively equal, seniority as stated in Article 7 shall prevail.

## **5.5 Promotions/Transfers/Demotions - Probationary Period**

Should a promoted, transferred or voluntarily demoted (i.e., does *not* include bumping due to layoff or involuntary demotion) EMPLOYEE'S performance be unsatisfactory, or should the promoted, transferred or voluntarily demoted EMPLOYEE find the job unsatisfactory during the probationary period, the EMPLOYEE will be entitled to return to his/her prior position and the prior paid rate for that position without a loss of seniority or benefits, if the position is vacant. If the position that the EMPLOYEE vacated upon promotion, transfer or voluntary demotion is filled, the EMPLOYEE will be terminated unless there is a position open and funded for which the EMPLOYEE meets the minimum qualifications of the position and for which s/he has seniority.

## **Article 6 LAYOFF AND RECALL PROVISIONS**

### **6.0 Layoff and Recall**

The City Manager may layoff an EMPLOYEE when deemed necessary by reasons of shortage of funds and/or work, abolishment of a position, or other material change in duties or organizations. Department seniority, qualifications, discipline and current/past performance evaluations shall be considered in all layoffs and rehires.

Whenever there is a layoff where there are two (2) or more EMPLOYEES holding the same position and further, with all things being equal between the two EMPLOYEES (e.g., qualifications, discipline, current/past performance) as solely determined by the City

Manager, the EMPLOYEE with the least seniority in the department shall be the first EMPLOYEE laid off. The laid off EMPLOYEE may bump another EMPLOYEE in the same department with less seniority than the laid off EMPLOYEE for a bargaining unit represented position that the laid off EMPLOYEE previously held and for which the laid off EMPLOYEE currently meets the qualifications as set forth in the current job description for the position. An EMPLOYEE that has bumped another less senior EMPLOYEE shall be placed in the position of the bumped EMPLOYEE at the salary which the bumped EMPLOYEE currently earns. In the event there is more than one incumbent in the position subject to bumping, the EMPLOYEE to be bumped will be the least senior incumbent.

Recall decisions shall be made at the discretion of the affected department based upon departmental needs. EMPLOYEES laid off will have insurance benefits that are eligible for continuation upon separation of employment pursuant to COBRA.

### **6.1 Benefits Retained/Non-Accrual**

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

## **Article 7 SENIORITY**

### **7.0 Seniority**

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

### **7.1 Seniority List**

The City shall prepare a seniority list as soon as practicable after the effective date of this Agreement and such a list shall be updated annually by department. Such list shall be sent to Teamsters 633's president. Any EMPLOYEE aggrieved by his or her placement on the seniority list may appeal such placement under the normal grievance procedure.

#### **Termination of Seniority**

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

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

## **Article 8 COMPENSATION/WAGES/RATES OF PAY**

- 8.0 Effective upon the first full pay period following July 1, 2023, EMPLOYEES shall receive a four percent (4%) increase to their then respective individual rates of pay.
- 8.1 Effective upon the first full pay period following July, 2024, EMPLOYEES shall receive a three percent (3%) increase to their then respective existing individual rates of pay.
- 8.2 Effective upon the first full pay period following July 1, 2025, EMPLOYEES shall receive a three percent (3%) increase to their then respective existing individual rates of pay.
- 8.3 All new EMPLOYEES hired shall be paid in accordance with the salary scales outlined in Attachment C of the City of Claremont's Non-Union Employee Classification Plan. Once the rate is established, please refer to for cost-of-living increases, if cost-of-living increases are applicable. This schedule is for new hires or employees transferring or promoting to a different grade only, and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12.
- 8.4 Fire Captains shall receive a weekly stipend of three (3) hours at their base rate, in addition to their weekly salary.
- 8.5 Fire Captains shall be eligible for private details at private detail rate, as directed and under the advisement of the Fire Chief.

## **Article 9 HOURS OF WORK**

### **9.0 Scheduled and Non-Scheduled Work Assignments**

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

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

### **9.1 Definitions**

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

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

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

- b) Exempt EMPLOYEES: EMPLOYEES in an exempt status shall be paid a weekly salary and these positions are not subject to overtime pay. Exempt EMPLOYEES are expected to work a normal 40 hour work week (or, in the case of Fire Captains a 42 hour work week) in accordance with the FLSA to oversee departmental operations and to coordinate the work schedules with hourly EMPLOYEES as needed. Attendance at meetings, training sessions, emergency call in or call back, court appearances, etc., at the discretion of the department head and/or City Manager, may be required.
- c) Work Shifts: Nothing hereunder shall prevent the head of a department or his/her designee from establishing additional or overlapping work shifts for

non-exempt EMPLOYEES

- d) Departmental Scheduled Overtime Non-exempt EMPLOYEES: EMPLOYEES shall be given the option to work overtime based upon their seniority and on a rotating basis. For the purposes of this section, scheduled overtime is defined as any personnel shortages, vacant shift coverage, special events, or any extra duty assignments.

**9.2 Compensatory Time - Non-exempt Employees**

Compensatory time may be taken with the concurrence of the department head or his/her designee. All accumulations and use of compensatory time shall be governed in accordance with the City's Merit Plan standards.

**9.3 Training Sessions - Non-Exempt Employees**

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



## Article 10 HOLIDAYS

### EMPLOYEE

- 10.0 Official City holidays will be paid at the regular rate of pay to all regular full-time EMPLOYEES on regular duty, except those whose regular shifts or hours of duty may require them to work holidays. In the event that, due to an emergency, a nonexempt EMPLOYEE is required to work on a holiday, the EMPLOYEE shall receive holiday pay plus time and one-half for any hours worked.

The holidays observed by the City shall be as follows:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- 1 Floating Holiday

The City Manager may designate certain offices to remain open with reduced staffing for Presidents' Day and Veterans' Day. Those EMPLOYEES working that day will receive another day off with the approval of their Department Head. This day must be taken within 30 calendar days.

EMPLOYEES will not be paid for holiday leave unless they work the last work day prior to the holiday and the first work day after the holiday. This provision shall not apply to EMPLOYEES on approved leave.

- 10.1 Holidays falling on a Saturday shall be celebrated on the preceding Friday, while those falling on a Sunday shall be celebrated on the following Monday. All EMPLOYEES will be allowed one (1) Floating Holiday. This day may be used at any time during the year, subject to sufficient notice and approval from the appropriate Department Head. Sufficient notice will normally be 1 week or more.
- 10.2 Holiday Leave for the Fire Captains shall be paid at their regular hourly rate (in addition to their regular weekly pay) for each of these holidays whether or not the EMPLOYEE is on vacation or sick.
- 10.3 Pay for each holiday shall be included in the EMPLOYEE's regular paycheck for the week in which the holiday occurs, with the exception of Fire Captains which will be paid as stated in the current Fire Union Contract.

## Article 11 VACATIONS

11.0 All permanent full-time EMPLOYEES are entitled to vacations. The EMPLOYEE's anniversary date of hire will be used to determine the amount of vacation time due on the first year of service only; after which time, vacation time will be accrued on an annual basis.

For EMPLOYEES other than Fire Captains, the following vacation accruals apply:

- (a) Two (2) weeks and one (1) day of vacation each year from zero (0) to four years of service; which may be taken following six (6) months service with the approval of the Department Head;
- (b) Five years of continuous service earns two weeks and two days of vacation (12 days);
- (c) Six years of continuous service earns two weeks and three days of vacation (13 days);
- (d) Seven years of continuous service earns two weeks and four days of vacation (14 days);
- (e) Eight years of continuous service earns three weeks of vacation (15 days);
- (f) Nine years of continuous service earns three weeks and one day of vacation (16 days);
- (g) Ten years of continuous service earns three weeks and two days of vacation (17 days);
- (h) Eleven years of continuous service earns three weeks and three days of vacation (18 days);
- (i) Twelve years of continuous service earns four weeks of vacation (20 days);
- (j) Thirteen years of continuous service earns four weeks and one day of vacation (21 days);
- (k) Fourteen years of continuous service earns four weeks and two days of vacation (22 days);
- (l) Fifteen years of continuous service earns four weeks and three days of vacation (23 days);
- (m) Twenty years of continuous service earns five weeks of vacation (25 days);
- (n) Twenty-five years of continuous service earns five weeks two days of vacation (27 days).

For only Fire Captains, the following vacation accruals apply:

Time In Service	Hours Vacation Per Year
From one (1) year to four (4) years	One Hundred Ten (110) hours
Five (5) years	One Hundred Twenty (120) hours
Six (6) years	One Hundred Thirty (130) hours
Seven (7) years	One Hundred Forty (140) hours
Eight (8) years	One Hundred Fifty (150) hours
Nine (9) years	One Hundred Sixty (160) hours
Ten (10) years	One Hundred Seventy (170) hours
Eleven (11) years	One Hundred Eighty (180) hours
Twelve (12) years	Two Hundred (200) hours

Thirteen (13) years	Two Hundred Ten (210) hours
Fourteen (14) years	Two Hundred Twenty (220) hours
Fifteen (15) to nineteen (19) years	Two Hundred Thirty (230) hours
Twenty (20) to twenty-four (24) years	Two Hundred Fifty (250) hours
Twenty-five (25) or more years	Two Hundred Seventy (270) hours

- 11.1 In the event of death of an EMPLOYEE, the value of the EMPLOYEE's accrued vacation, computed as that which they would have been entitled to take at the time of death, shall be paid to the EMPLOYEE's estate following current state and federal guidelines.
- 11.2 The vacation scheduling shall be determined by the Department Head. Department Heads shall prepare or approve the vacation schedules in such a manner as not to interfere with the work schedule of the department. Department Heads shall notify the City Manager of their individual vacation schedules.
- 11.3 Part-time EMPLOYEES shall earn vacation leave based upon their individual weekly average of actual hours worked. Temporary and seasonal employees are not entitled to receive vacation pay.
- 11.4 The intent of this policy is to allow EMPLOYEES to take vacation for rest and relaxation, away from the work place. The City does not provide vacation pay in lieu of vacation time, except as may be stated herein. No EMPLOYEE may work for the City, or in the place of another EMPLOYEE of the City, while said EMPLOYEE is receiving vacation pay. This provision does not apply to EMPLOYEES who serve as election officials for the City, other than the City Clerk.
- 11.5 EMPLOYEES may carry over a maximum of ten (10) vacation days earned in one year to the next with the approval of the Department Head, subject to the approval of the city manager, at a rate earned. Except in exceptional circumstances, an EMPLOYEE will forfeit any unused vacation as provided by this policy. If an EMPLOYEE wishes to carry over more than ten (10) days' vacation time, written request must be made, through the Department Head, to the City Manager. If approved by the City Manager, the approval will be communicated to the Department Head and payroll office. Notwithstanding, this limitation in carryover of vacation days shall be suspended in the year preceding retirement from the City of Claremont, provided however, that the EMPLOYEE in question qualifies for retirement in accordance with Section XVII of the City's Merit Plan on the anticipated date of separation. The EMPLOYEE must submit written notification to the City of the intent to retire at least one year in advance in order to qualify for the suspension of the limitation on carryover of vacation days.
- 11.6 An employee who has retired from City service shall be granted the full amount of the employee's accrued leave to include all time rolled over and front-loaded in January of the retirement year. An employee who has resigned from City service shall be granted a prorated sum total of the employee's leave based on months worked. The payout calculation would include dividing the sum of vacation hours frontloaded in January,

dividing that number by 12, and multiplying by the total months of that calendar year the employee worked. Credit for a month will be given if the employee works on or after the 15<sup>th</sup> of that month.

## **Article 12 LEAVES FOR ILLNESS**

- 12.0 Each permanent full-time EMPLOYEE, except for Fire Captains, shall be entitled to one (1) working day, computed in hours (based on the EMPLOYEE's approved straight time schedule), of sick leave for each month worked. Earned sick leave is computed on a continuous basis and may be accumulated to a maximum of forty-five (45) days. Accumulated sick leave for EMPLOYEES not grandfathered under these provisions, beyond these maximums will not be compensated. EMPLOYEES who have more than forty-five (45) days accumulated sick leave prior to November 10, 1999 shall retain and be permitted to maintain those accumulated days, unless such accumulated sick leave falls below 45 days, at which time they will only be able to accrue up to a maximum of 45 days going forward.
- 12.0.1 Fire Captains shall accrue twelve (12) hours of sick leave for each month worked. Probationary Fire Captains may accrue sick leave but are not entitled to use the accumulated sick leave until three months of their probationary period has been completed. Workers' Compensation leave shall be considered time worked for purposes of this Section. Sick leave may be accumulated to a maximum of four hundred fifty (450) hours. Fire Captains who have more than four hundred fifty (450) hours accumulated on December 12, 1995 (Fire) shall retain and be permitted to maintain their accumulated hours.
- 12.0.2 Each regular part-time EMPLOYEES shall accrue six (6) working days of sick leave per contract year, based on their individual weekly average. These days may not be carried over into the following contract year.
- 12.1 An EMPLOYEE may donate accumulated sick leave to any other merit plan EMPLOYEE within the City or any union member within same department who is entitled to accumulate sick leave in his or her own name, but who has inadequate sick leave to apply to an absence from work resulting from an existing sickness or injury. To be eligible as a donor, the donor EMPLOYEE must maintain a minimum of twenty (20) days of accumulated sick leave in order to donate time. The donor EMPLOYEE shall have the option of donating sick leave anonymously. To be eligible to receive donated sick leave, the recipient EMPLOYEE must have exhausted all available paid leave, excluding one week of vacation, and shall make a request in writing to the Sick Leave Donation Committee requesting to receive such additional days. An EMPLOYEE receiving donated sick leave may accept a maximum of thirty (30) days donated sick leave during any twelve (12)-month period. Donated sick time shall not be considered as "used" for the purposes of determining eligibility for any sick leave incentives. Any unused donated sick leave shall be returned to the donor upon the donee's return to work.
- 12.2 Sick leave is granted because of an off-the-job illness or injury of the EMPLOYEE. In order to be paid for sick leave, the EMPLOYEE must notify the supervisor/Department Head as soon as possible to the EMPLOYEE's normal time to report for work, except for good cause shown. The Department Head may require proof of the sickness by a doctor's certification. Reports of sick leave must be submitted by the Department Head

to the payroll office on the proper form. Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave is to care for a covered servicemember with a serious injury or illness is also used) or as otherwise allowed by federal law or regulation.

- 12.3.1 If a full-time bargaining unit member takes no more than 24 hours of unexcused sick time in a contract year, the full-time bargaining unit member shall receive an incentive in the gross amount of Six Hundred Dollars (\$600.00), less applicable withholdings. For purposes of this entire Article 12.3, "unexcused sick time" is defined as sick time taken without a doctor's note and a "contract year" is from July 1 through June 30 of the applicable year of this Agreement.
- 12.3.2 If a full-time bargaining unit member takes 40 hours of unexcused sick time in a contract year, the full-time bargaining unit member shall receive an incentive in the gross amount of One Hundred and Twenty Dollars (\$120.00), less applicable withholdings.
- 12.3.3 If a full-time bargaining unit member takes between 24 and 40 hours of unexcused sick time in a contract year, each hour of unexcused sick time taken between 24 and 40 hours reduces the incentive amount by \$30.00.
- 12.3.4 If a full-time bargaining unit member takes more than 40 hours of unexcused sick time in a contract year, the full-time bargaining unit member shall receive no sick time incentive bonus.
- 12.3.5 This sick time incentive bonus does not apply to part-time employees.

## **Article 13 INJURY LEAVE**

### **13.0 Workers' Compensation (WC) Insurance Report/Payment**

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

#### **13.1 Waiting Period**

During the waiting period, an EMPLOYEE'S determination for workers' compensation benefits could be delayed or denied due to lack of medical evidence. In that event, an EMPLOYEE shall be required to use his/her accumulated sick leave. Upon exhausting accumulated sick leave, an EMPLOYEE may then use his/her accumulated vacation and available personal leave at his or her discretion and in the order s/he shall designate in writing to the Human Resources Manager.

- 13.2 Injury leave, as distinguished from sick leave, shall mean any paid leave given to an EMPLOYEE due to absence from duty caused by an accident or injury that occurred while the EMPLOYEE was on duty. EMPLOYEES of the City are covered by Worker's Compensation Insurance. In the event of injuries causing temporary total disability of less than seven (7) days, the City will pay the employee's regular pay for such period since payments are not made under the Worker's Compensation Insurance for such accidents. Since Worker Compensation benefits do not provide payment of the EMPLOYEE's entire regular net pay, the City will augment the Workers Compensation payments up to the EMPLOYEE's regular 40 net pay for a period not to exceed twelve (12) months. Any funds used to augment Workers Compensation payments after the first twelve months shall be deducted from an EMPLOYEE's accumulated sick leave. If an EMPLOYEE has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available.
- 13.3 Except as provided for herein, in the case of injuries causing temporary total disability, the City will use the EMPLOYEE's sick time pay to pay the EMPLOYEE's entire regular pay during such periods when payments are not made under the Worker's Compensation Insurance. If the EMPLOYEE does not have sick time available then any paid leave such as vacation time, personal time and/or earned time will be used to supplement the EMPLOYEE's wages up to net pay. In the event of injuries causing temporary total disability, the City will supplement the payments made by the Worker's Compensation, so that it will equal the EMPLOYEE's regular 40 hours of Net Pay. Net Pay is defined as the amount of Pay an EMPLOYEE receives for 40 hours of work after necessary deductions such as Federal Income Tax, Pension, Social Security, Health Insurance, Dental Insurance, and Union Dues etc. In the event of permanent total disability or death resulting from an accident received on the job, these supplemental payments will be made subject to the same rules and regulations as Worker's Compensation Insurance and shall not be payable if the accident is due to intoxication, illegal drug use or willful misconduct on the part of the EMPLOYEE.

## **Article 14 LEAVES WITH PAY/WITHOUT PAY**

### **14.0 Bereavement Leave**

14.0 Bereavement leave of five (5) working days (or, for Fire Captains only two (2) twenty-four hour (24-hour) fire shifts equal to 48 hours) with pay shall be granted to an EMPLOYEE in the event of death of his/her:

Spouse, Child, Father, Mother, Sister, Brother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law or a relative domiciled in the EMPLOYEE's household.

14.0.1 Special leave of two (2) working days, with pay, shall be granted an EMPLOYEE in the event of the death of the EMPLOYEE's and his/her spouse's:

Grandchild, Uncle, Grandmother, Aunt, Grandfather

14.0.2 Under extenuating circumstances, additional days, with pay, may be granted with written approval of the City Manager.

14.0.3 Bereavement leave includes full time and part time EMPLOYEES. Full time EMPLOYEES will receive 8 hours of bereavement leave per day and part time EMPLOYEES will be paid at each individual's standard daily hours.

14.0.4 Bereavement leave must be used within seven (7) days of the date of death. If burial is to take place at a later date, the EMPLOYEE may request that bereavement leave be saved to use at that time.

### **14.1 Professional Leave**

The City Manager may permit directors and directors may permit other EMPLOYEES to attend professional development events with pay in the interest of the City.

### **14.2 Personal Leave**

Full-time EMPLOYEES shall receive two non-cumulative (2) personal days (for Fire Captains, twenty-four (24) hours) per calendar year. Personal days shall be credited to EMPLOYEES in January of each calendar year. Personal days may be taken at any time provided the shift is at full complement or adequate coverage is provided for within the Department. For Fire Captains, personal days may be taken in their entirety or in six (6) hours blocks

Personal days shall not be accumulated from year-to-year, and shall not be paid for if not used in the applicable calendar year.

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



### **14.3 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. Payment of meals and/or mileage shall not be considered as part of the fee for purposes of this section.

Satisfactory documentation of actual service must be submitted to the EMPLOYEE'S immediate supervisor.

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

### **14.4 Leave without Pay / Procedure - Reasons**

Leave without pay may be granted by the City Manager when requested by an EMPLOYEE when such leave is deemed to be justified and all personal days and accrued vacation have been exhausted. Such leave may be used for an extension of vacation time where circumstances will permit or for other similar purposes.

### **14.5 FMLA — Family Medical Leave Act**

EMPLOYEEES may be eligible for leave per the provisions of the federal Family Medical Leave Act. Requests for FMLA leave should be directed to the Human Resources Manager for evaluation and approval in accordance with the City's FMLA policy.

## **Article 15 MILITARY LEAVE**

- 15.0 Military leave will be granted to an EMPLOYEE on regular duty who voluntarily or involuntarily enters into the military service of the United States during a time of war or national emergency. Military leave will be granted to any person on active duty with the National Guard or organized Military Reserve. Such leave shall be without pay and shall be for the duration of the war or national emergency. EMPLOYEE upon entering military leave shall file a request with the Human Resources Manager/City Manager who shall note the same on the EMPLOYEE's record. Following the completion of military service, the EMPLOYEE shall be entitled to be reinstated in the position they vacated or an equivalent position provided that they file a request to do so with the Human Resources Manager/City Manager within a period of thirty (30) days following such completion of military duty or by law. Uniformed Services Employment and Reemployment Rights Act (USERRA) paid leave shall not accrue during the period of activation (leave of absence).
- 15.1 Military Reserve and National Guard Leave Pay, for a regular full-time EMPLOYEE called to serve not more than seventeen (17) days of annual training tour of duty with the National Guard or Armed Forces Reserves, shall be the EMPLOYEE's regular gross straight time pay less any pay and allowance the EMPLOYEE receives for such military service. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such military service to the Human Resources Manager/City Manager.

## **Article 16 INSURANCE/HEALTH, DENTAL, STD, LTD, ETC.**

### **16.0 Hospitalization Medical Insurance**

- A. The City shall make health insurance available to all permanent, regular full-time EMPLOYEES and their qualified family members, the first of the month, following date of hire. The City will provide the following plan: AB20 RX10/20/45. The City reserves the right to offer additional plans, in addition to the AB20-RX 10/25/45.
- B. EMPLOYEES hired on or before July 1, 2017, shall be responsible for 10% of the premium cost for health insurance.
- C. EMPLOYEES hired after July 1, 2017, shall be responsible for 20% of the premium cost for health insurance.
- D. EMPLOYEES currently enrolled in the BlueChoice health plans offered by the City shall be responsible for the additional cost of such policy, to be deducted on a weekly basis through payroll deductions. These plans shall only be available to employees who are on such plans as of June 30, 2022.
- E. The City reserves the right to change carriers, so long as the coverage is comparable to the current coverage offered as of the effective
- F. Any EMPLOYEE who does not enroll in the City's health care plan shall receive a lump sum payment equal to one-half (1/2) the cost of the City's share of the AB20 RX 10/20/45 for a single person allotment (pro-rated if the employee has not completed a full calendar year) that the City is required to pay under this article. Payment shall be made in November of each year. Any EMPLOYEE taking advantage of this provision shall provide proof of other health insurance, other than from a State or Federal Health Insurance Marketplace, by January 1st of each year, to the Human Resources Manager.

### **16.1 Dental Insurance**

- A. The City shall make dental insurance available to all permanent, regular full-time EMPLOYEES and their qualified family members, the first of the month, following one month of employment from date of hire. The City will provide the following plan: Delta Dental Insurance – Option 3E, or a similar plan.
- B. The City shall be responsible for 100% of the cost for a single plan enrollment. EMPLOYEES opting for a two-person or family plan shall be responsible for the additional cost of such policy, to be deducted on a weekly basis, through payroll deductions.

## **16.2 Immunizations**

EMPLOYEES in the Police, Fire and Public Works Departments who may be exposed to certain hazardous conditions shall be tested for previously acquired immunizations and inoculated with titers tested at City expense and time against any employment related potential exposures such as the HIV virus (when available), Hepatitis "A", "B", influenza, TB testing, Lyme Disease and such as determined necessary. It is understood that the intent of this article is for the City to pay solely for the vaccine, medical personnel involved with administering the inoculations and tests confirming the success of the immunization and previous immunizations acquired.

## **16.3 Life & Accidental Disability and Dismemberment Insurance**

- A. The City shall provide each permanent, regular full-time, non-probationary EMPLOYEE, a life insurance policy equal to one year's salary, not to exceed \$95,000, to the next highest one thousand dollars of the EMPLOYEE's base pay. Coverage will become effective the 1st of the month following the EMPLOYEE's first year anniversary from date of hire.
- B. The City reserves the right to change, at the City's discretion, insurance carriers, provided insurance carrier selected shall be licensed to conduct business in the State of New Hampshire, and shall provide insurance coverage as near as possible to the current benefit level.

## **16.4 Short Term Disability Insurance**

A. The City shall provide Short-Term Disability Income Insurance, after any permanent, regular, full-time EMPLOYEE has served two (2) years of continuous employment with the City. Short-Term Disability coverage will become effective the first of the month, following the EMPLOYEE's second year anniversary. Short Term Disability Income Insurance shall consist of the following:

1. Two-thirds of the EMPLOYEE's base income, paid by the insurance carrier, up to a maximum allowable benefit cap of \$750.00.
2. Twenty-six (26) weeks of coverage.
3. Forty-five day waiting period.
4. Disability payments are solely the responsibility of the insurance carrier.

B. All disabilities shall be verified by a medical Doctor's statement as to the length of time and the severity of the disability. The City may request a second opinion at its expense. Disability coverage shall not apply to injuries covered by Workmen's Compensation Insurance. Health insurance coverage shall remain in force for the EMPLOYEE with the EMPLOYEE paying the EMPLOYEE's contribution in accordance with Article 16, above. EMPLOYEES who are out on Short Term Disability shall be entitled to non-retroactive salary increases upon return to full duty.

## **16.5 Physicals**

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

## **Article 17 RETIREMENT**

- 17.0 The City has elected to participate in the New Hampshire State Employees' Retirement System. Henceforth, all regular full-time EMPLOYEES are required to become members of this retirement system, except the City Manager.
- 17.1 The provisions of the retirement system are those enacted by the General Laws of the State of New Hampshire and are from time to time revised. Reference is made to these laws for all provisions as to time and methods of retirement, contributions, transfers, and all other matters relating to the State Retirement System.
- 17.2 After twenty (20) years satisfactory service, upon retirement or state approved disability retirement, New Hampshire Retirement System (NHRS) Group 1 EMPLOYEES who have reached the age of sixty (60) or greater and New Hampshire Retirement System (NHRS) Group 2 EMPLOYEES who have reached the age for retirement as authorized by the NHRS for the applicable class of EMPLOYEE shall be paid one hundred percent (100%) of their individual accumulated sick leave as a retirement severance adjustment. After ten (10) years satisfactory service, upon retirement or state approved disability retirement, New Hampshire Retirement System (NHRS) Group 1 EMPLOYEES who have reached the age of sixty (60) or greater and New Hampshire Retirement System (NHRS) Group 2 EMPLOYEES who have reached the age for retirement as authorized by the NHRS for the applicable class of EMPLOYEE shall be paid fifty percent (50%) of their individual accumulated sick leave or one thousand dollars (\$1,000.00), whichever is greater, as a retirement severance adjustment. Only employment by the City of Claremont shall be counted in computing service time for this benefit.
- 17.3 In the event of a death of an active EMPLOYEE, the City shall pay the EMPLOYEE's estate, following current state and federal guidelines, 100 percent of the accumulated sick leave, as defined in Section XV- A of the Merit Plan.
- 17.4 EMPLOYEES must provide, thirty (30) day notice, in writing, to the City of their intention to retire except for exceptional, documented circumstances.

## **Article 18 DISCIPLINE/DISCIPLINARY ACTIONS**

- 18.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.
- 18.2 Except as provided in Article 4.2 (initial probation) above, all suspensions, demotions and/or discharges shall be for cause and must be stated in writing with the reason stated and a copy given to the EMPLOYEE and the Union Steward at the time of suspension or discharge.
- 18.3 Disciplinary actions shall normally follow this order, but shall not be so limited in their application:
- a. Verbal warning,
  - b. Written warning,
  - c. Suspension, without pay,
  - d. Demoted or Discharge.
- 18.4 An EMPLOYEE may be disciplined for, but not limited to, the following conduct:
- a. Misconduct during employment,
  - b. Incompetence or inefficiency,
  - c. Failure to perform assigned duties,
  - d. Disobedience to the EMPLOYEE's supervisor,
  - e. Consuming, possessing or being under the influence of illegal drugs or alcohol while on duty,
  - f. Fighting or attempting to injure or endanger others;
  - g. Stealing or intentional destruction of City property or goods;
  - h. Soliciting side work during working hours;
  - i. Unauthorized use of City equipment for personal use or gain;
  - j. Conviction of a felony,
  - k. Failure to observe rules and regulations,
  - l. Unauthorized absence from duty.
  - m. Loss of driver's license, unless the EMPLOYEE has sufficient vacation time to cover the length of time that the driver's license is lost (if required by job description).
  - n. Abuse of sick leave, demonstrated by a pattern of meritless call-outs.
- 18.5 A Verbal Warning or a Written Warning shall not be used for progressive disciplinary purposes after two (2) years of good conduct and a Suspension or Demotion shall not be used for progressive disciplinary purposes after four (4) years of good conduct. If there is intervening discipline, a violation of good conduct, existing discipline shall not be used for progressive disciplinary purposes after the time frames set forth for all the intervening discipline has lapsed.

## Article 19 GRIEVANCE PROCEDURE

- 19.1 The purpose of the grievance procedure shall be to settle all EMPLOYEE grievances on the lowest practical level as quickly as possible to insure efficiency and high EMPLOYEE morale. A grievance for the purposes of this Agreement shall be a complaint or claim arising between the employer and the EMPLOYEE regarding the meaning or application of this Agreement. Prior to the institution of the formal grievance procedure hereinafter set forth, any EMPLOYEE who believes to have been aggrieved must, with the assistance of a Steward, attempt to informally resolve the matter with the appropriate supervisors. The Supervisor has the responsibility to attempt to resolve the EMPLOYEE's grievance if the supervisor has authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.
- Step 1. A. Any grievance shall be filed with the Department Head and Union President/Chairman or Union Steward not later than 14 calendar days from its occurrence or the date when the aggrieved had reasonable notice of such grieved action or such grievance will be invalid and shall not be given any consideration. The written grievance shall state the date and time of the incident, a description of the incident, and the applicable part(s) of this Agreement.
- B. A meeting shall be held between the aggrieved EMPLOYEE, the Department Head, and the Union Steward within seven (7) calendar days of receipt of the written grievance. A written decision shall be rendered seven (7) calendar days of the meeting.
- Step 2. C. In the event that the disagreement between the EMPLOYEE and the employer has not been settled at level (B) above, the decision may be appealed within fourteen (14) calendar days to the City Manager. A meeting shall be held between the aggrieved EMPLOYEE, the Union Representative, and/or the Union Steward, the Department Head or his/her designee, and the City Manager or the City Manager's designee. This meeting shall be held within seven (7) calendar days after a written notice requesting such a meeting and a written decision shall be made by the City Manager or the City Manager's designee within seven (7) calendar days after such a meeting. These Step 2 decisions shall be mailed to the home address of the Grievant and the Claremont Chairperson of the Local Union.
- Step 3. D. In the event that the dispute between the EMPLOYEE and the employer has not been settled at level (C) above, the decision of the City Manager or the City Manager's designee may be appealed by Union upon filing a demand for arbitration within thirty (30) calendar days of receipt of the City Manager's decision. The demand for arbitration shall be filed with the New Hampshire Public Employees Labor Relation Board or any mutually agreed substitute arbitrator or arbitration tribunal. The expense of the arbitrator's service shall be borne equally by the two (2) parties. Each party shall bear the expense of their own representation. The decision of the arbitrator shall be final and binding on both parties as to issues of fact only and the parties may appeal issues of law to a Court of competent jurisdiction as provided for by law.



19.2 The specified time periods may be extended for valid reasons only and by mutual consent of both parties involved except Section 19.1(D).

## **Article 20 CLOTHING/UNIFORMS/EQUIPMENT**

### **20.0 Uniformed Employees**

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

### **20.1 Stipend for Maintenance Supervisor**

The Maintenance Supervisor shall receive an annual stipend of \$300.00 for work boots and/or other necessary work clothes, paid in the first-full pay period after July 1, 2023, July 1, 2024 and July 1, 2025.

## **Article 21 TEAMSTERS 633 REPRESENTATION – BUSINESS**

### **21.0 Pay for City and Teamsters 633 Meetings/Working Hours**

Teamsters 633 may conduct business on and in City property and buildings provided that they are at a responsible time and approved by the Department Head, designee or person responsible for scheduling use of buildings, rooms, etc. and do not interfere with the normal conduct of City operations. Meetings are held after normal work hours. EMPLOYEES on shift or non-traditional schedules may attend these meetings while on duty if excused by their supervisors.

Exempt Teamsters 633 representatives will have reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances, negotiating sessions or to attend to official Teamsters 633 business, provided such time away from work does not substantially interfere with the work of the departments involved. Such time will not be unreasonably withheld.

Non-Exempt Teamsters 633 representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjusted meetings or negotiation sessions. Permission to attend such meetings shall not be unreasonably withheld. It is expressly understood the time spent in attending to grievance adjustment, meetings, negotiating sessions, or other Teamsters 633 business will not be counted in determining the number of hours worked for overtime hours.

### **21.1 No Compensation for Time Outside Working Hours - Grievances**

Teamsters 633 representatives shall not be compensated for time spent in grievance and grievance adjustment meetings outside their normal or regular working hours.

### **21.2 City will Schedule Grievance Adjustment Meeting**

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

### **21.3 EMPLOYEES Meeting with Supervisors**

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

### **21.4 Payment to Attend Teamsters 633 Functions**

EMPLOYEES elected as officers of Teamsters 633 or their designees are allowed up to two (2) days per year to attend conventions or seminars in the interest of Teamsters 633. This time is granted up to a maximum of two (2) EMPLOYEES. It is expressly understood that the time spent in attending to these functions will not be counted in

determining the number of hours worked for overtime hours.

**Article 22 TERMS OF EMPLOYMENT / MISC. BENEFITS**

**22.0 Defense and Indemnification**

EMPLOYEES shall be indemnified pursuant to NH RSA 31:105, if applicable.

**22.1 Licenses**

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

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

**22.2 Professional Associations**

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

**22.3 Education Reimbursement/Incentives**

An annual educational bonus shall be paid the first Friday in November to all eligible Fire Captains as follows:

- |  |                     |
|--|---------------------|
| (a) Fire Officer   | <b>\$350.00</b>     |
| (b) Career Firefighter Level Two as defined by NHFST prior to 1/98 and as currently defined by NHFST,  | <b>\$275.00; OR</b> |
| (c) Career Firefighter Level Three as defined by NHFST prior to 1/98 and as of 1/99 as Rescue Specialist or equivalent designation given by NHFST, | <b>\$450.00</b>     |
| (d) Fire Science or Protection Degree,   | <b>\$600.00</b>     |

- (e) National Registry of Emergency Medical Technicians (EMT) B           **\$850.00**
- (f) National Registry of Advanced Emergency Medical Technicians (AEMT)   **\$1,000.00**
- (g) National Registry of Emergency Medical Technicians (EMT) P           **\$1,250.00**

**22.4 Education Reimbursement**

22.4.0 In addition to job-related educational seminars and conferences, the City agrees to provide reimbursement to employees who complete approved courses relative to their current responsibilities as part of an approved career development program. The City of Claremont shall reimburse employees for the cost of course tuition and books but not to exceed \$1,500.00 per employee in any calendar year and, in any event, the total amount paid shall not exceed the total departmental amount budgeted for this program. In the event the amount of reimbursement sought exceeds the total amount budgeted for this purpose, reimbursement shall be made on a pro-rata basis.

22.4.1 Courses must be approved in advance, by the appropriate Department Head. In order to be eligible for reimbursement, the proposed courses must be directly related to the employee's job, or as part of an approved career development plan. Up to 50% of the cost of tuition may be received in advance, subject to repayment, if applicable, as set forth herein.

22.4.2 Once a course has been approved as meeting the requirements, the employee will be paid the approved amount in accordance with the following criteria: Employees receiving a grade of "B-" or better will receive 100% reimbursement. Employees receiving a grade of "C+" or "C" shall receive 75% reimbursement. Any employee receiving a grade of less than a "C" ("C-" or less) will receive no reimbursement. Any employee failing to satisfactorily complete the course, as noted above, shall have any advance payment deducted from their paycheck in ten (10) equal weekly payments.

22.4.3 Approval for courses shall be considered on the basis of relevancy of the course, number of employees applying, and funds available.

22.4.4 If an employee is eligible for Veteran's benefits or other scholarship(s) the City will reimburse only for expenses not paid by these benefits.

**22.5 Longevity**

22.5.1 Longevity pay will be paid to all full-time employees, in one lump sum payment in November, based on the employee's anniversary date of hire and the following table:

Five (5) to nine (9) years of service	\$300.00
Ten (10) to fourteen (14) years of service	\$400.00

Fifteen (15) to nineteen (19) years of service	\$500.00
Twenty (20) years of service and over	\$600.00.
Twenty-five (25) years of service and over	\$700.00

22.5.2 Employees must be employed with the City of Claremont at the time longevity is paid (as of November 1 of said year) to be eligible for the longevity payout. Retiring employees who meet all the retirement eligibility requirements set forth by NHRS shall receive their longevity payment at the time of their retirement as long as that money has been allocated in the current year's budget.

## **Article 23 FINAL RESOLUTION**

### **23.0 Entire Agreement**

- A. This Agreement represents the final resolution of all matters between the Parties hereto, and supersedes and cancels all prior agreements and practices, whether written or oral, unless expressly stated to the contrary herein. This Agreement will not change any current written agreement or sidebar in effect as of this signing, unless it is in the EMPLOYEE'S favor. This Agreement shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.
- B. The Parties acknowledge that during negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Teamsters 633, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specially referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties mutual agreement in writing.

### **23.1 Emergency Conditions**

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

### **23.2 Distribution**

Upon final execution of this Agreement, the City shall print and distribute an initial copy of the Agreement to all Teamsters 633 members in the employ of the City as of the execution date, the City also shall be responsible for distributing a copy of the Agreement to all unit EMPLOYEES hired after the date of execution.



## **Article 24 SEPARABILITY**

### **24.0 Separability**

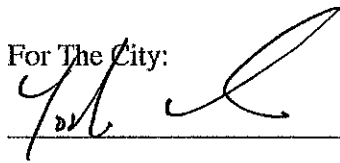
In the event any provision of this Agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect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

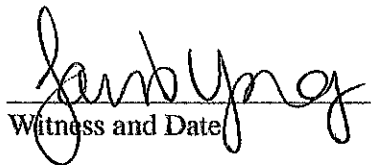
**Article 25 DURATION AND MODIFICATION OF AGREEMENT**

25.0 This Agreement shall be effective upon ratification by the Claremont City Council and shall remain in full force and effect through June 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not later than one hundred twenty (120) calendar days prior to the City's budget submission date that it desires to modify this Agreement. The City's current budget submission date is the May 2<sup>nd</sup> of each year.


25.1 This Agreement may be modified or amended at any time with the mutual consent of both parties. Requests for amendments or modifications shall be in writing.


IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS FOLLOWS:

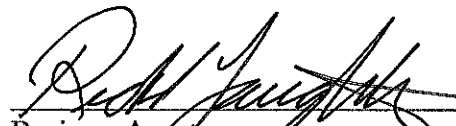
For The City:  
  
\_\_\_\_\_


 6/19/23  
\_\_\_\_\_   
Witness and Date

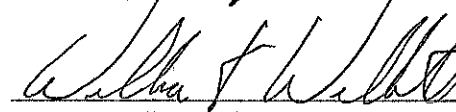
For the Teamsters Local Union No. 633 of Manchester, NH

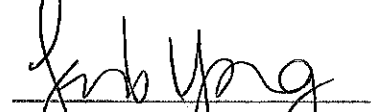
  
Principal Officer  
Jeff Padellaro

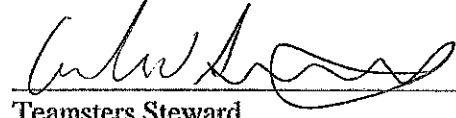
 6/19/23  
\_\_\_\_\_   
Witness and Date

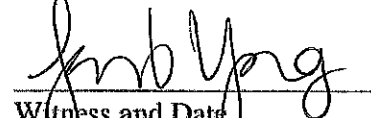
  
Business Agent  
Rick Laughton

 6/19/23  
\_\_\_\_\_   
Witness and Date

  
Teamsters Steward  
William Willette

 6/19/23  
\_\_\_\_\_   
Witness and Date

  
Teamsters Steward  
Andrew Stevens

 6/19/23  
\_\_\_\_\_   
Witness and Date

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

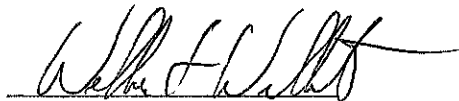
**D.R.I.V.E. AUTHORIZATION AND DEDUCTION**

In addition to the terms and conditions contained in the Collective Bargaining Agreement between the Employer and the Union, the Employer and Union hereby further agree that: The Employer agrees to deduct from the paycheck of all EMPLOYEES who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. (Democratic Republican Independent Voter Education). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing EMPLOYEE that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the EMPLOYEE earned a wage. The Employer shall transmit to:

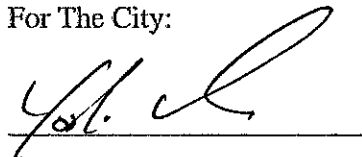
GRANITE STATE TEAMSTERS  
P.O. BOX 870  
MANCHESTER, NH 03105

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

For The Union:



For The City:



IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE

IMMEDIATELY UPON THE FOLLOWING:

- A change in Name
- A change in his/her home address
- Desire to change beneficiaries through the following offices:

Local Union Office  
Health Insurance Office  
Pension Fund  
Credit Union Office

- Termination of employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or on a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in a delinquent status and possibly pay re-initiation fees.

Teamsters Local Union 633  
53 Goffstown Road, Suite A  
Manchester, NH 03102  
Tele: (603) 625-9731/Fax: (603) 625-6767