

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CONCORD, NH

and

CITY OF CONCORD MUNICIPAL EMPLOYEES UNIT OF  
LOCAL #1580, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 2014 – December 31, 2016

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ARTICLE 1  
PREAMBLE

Section 1. This Agreement is entered into by and between the City of Concord, a municipal corporation of the State of New Hampshire having its principal place of business at 41 Green Street, Concord, New Hampshire hereinafter referred to as "EMPLOYER" and the City of Concord Municipal Employees Unit of Local #1580, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION".

Section 2. Purpose. This Agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of a workable procedure for the resolution of differences; and the setting forth of the terms of employment as provided by New Hampshire Revised Statutes Annotated, Chapter 273-A.

Section 3. For the purposes of this Agreement all written correspondence except as otherwise provided for in the contract shall be addressed to:

FOR THE CITY:      City Manager and Director of Human Resources and Labor Relations  
                            41 Green Street  
                            Concord, New Hampshire 03301

FOR THE UNION:    AFSCME, AFL-CIO, Council 93,  
  
                            195 McGregor Street  
                            Suite 325  
                            Manchester, NH 03102  
  OR  
                            c/o The President, Local 1580, AFSCME  
                            Municipal Employee's Unit

Correspondence to the President of Local 1580 shall be sent to the address provided to the City by each President. In the event of a change of address, the party making the change will notify the other party at its last listed address within five days of the change.

ARTICLE 2  
RECOGNITION

Section 1 Definition. "EMPLOYEE" shall mean any person permanently employed by the City of Concord pursuant to the City's Merit Plan, and working within the Department of General Services, Parks and Recreation or Community Development Department as identified in Section 2 of this Article. As used herein "EMPLOYEE" shall not include:

- (a) Department heads, assistant department heads, division superintendents, supervisors, timekeepers or other titles that are not specifically identified below.
- (b) Persons in a probationary or temporary status, or employed seasonally, irregularly or on call.
- (c) Persons whose duties imply a confidential relationship to the EMPLOYER and any other persons whose duties involve the significant exercise of supervision of other EMPLOYEEES as defined by RSA 273-A:8, II.

Section 2. List Classified EMPLOYEES represented by the UNION as their exclusive bargaining agent shall be as follows, by their present, or successor job titles:

ARTICLE 3  
MANAGEMENT RIGHTS

Section 1. Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the EMPLOYER retains and reserves unto itself all rights which ordinarily vest in and are exercised by public employers and all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Hampshire and of the United States whether exercised or not. The rights of Employees in the bargaining unit and the UNION hereunder are limited to those specifically set forth in this Agreement, and the EMPLOYER retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The EMPLOYER shall have no obligation to negotiate with the UNION with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement are closed to further negotiations for the term thereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the EMPLOYER shall include the following:

To determine the mission of a department and to manage its affairs efficiently and economically; to control department budgets, facilities, equipment, processes; to plan, direct, and control department activities and personnel.

To determine the EMPLOYER'S organizational structure, duties to be performed, establishing or changing qualifications, position classifications and contents thereof; to establish terms and conditions of employment except as expressly modified or restricted by specific provisions of this Agreement.

To establish or change work hours and schedules of work, starting and quitting times; to assign and distribute work; to assign shifts, workdays, hours of work, and work locations; to determine the necessity for overtime and the amount of overtime required.

To establish, revise, and implement standards for performance, safety, materials, uniforms, and appearance.

To use, purchase or contract for outside services or products; to use technology; introduce new, or eliminate or modify existing methods, equipment, processes and technology.

To close or liquidate an office, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of departments, divisions, offices, operations, or facilities.

To examine, select, assign, reassign, direct, evaluate, discipline, promote, lay-off, or discharge employees and to determine the number of persons employed within the departments, parts thereof, or assigned to facilities, vehicles and equipment therein.

To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the EMPLOYER.

To adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provision of this Agreement, or existing applicable statutory law as delineated under NH Revised Statutes Annotated or US Code, as to continue public control of the City of Concord.

To take whatever actions are necessary in emergencies in order to assure the proper functioning of the departments.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, to bargaining during the term of this Agreement.

The EMPLOYER'S not exercising any right, power, function or exclusive prerogative reserved to it herein, or exercising them in a particular way, shall not be deemed a waiver of its right to exercise them or to preclude the EMPLOYER from exercising them in some other way not in conflict with the express provisions of this Agreement.

Nothing contained in this Article shall prohibit the EMPLOYER and the UNION from entering into negotiations over any issue the parties mutually agree requires further consideration during the terms of this agreement.

Section 2. Merit Plan. Except as otherwise specifically amended by this Agreement, all other provisions of the City's merit plan as provided by Charter, governing the classification, compensation, selection, training, promotion, discipline, leave, and any other matters within the management prerogatives of the EMPLOYER, are not considered a part of this Agreement but shall have full force and effect and shall be observed by Employees.

Section 3. Personnel Rules. The Employer shall provide the UNION with a copy of the Personnel Rules and Regulations as revised. The Employer shall provide each new employee with a copy of the Personnel Rules and Regulations. It is hereby recognized and understood that the Personnel Rules and Regulations are outside the scope of this bargaining contract and subject to change at the sole discretion of the EMPLOYER.

#### ARTICLE 4 UNION REPRESENTATION

Section 1. A written list of UNION officers shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER immediately of any change. The City shall pay for release time for negotiations for a maximum of five (5) local union representatives according to the following distribution:

President, Vice President, Secretary/Treasurer, Chief Steward and 1 Steward from each of the divisions on the General Services list and/or 1 Steward from the Department of Parks and Recreation provided the total of paid and unpaid representatives shall not exceed (6) representatives.

General Services:

Administration	(1) steward
Fleet Division	(1) steward

Highways/Utilities Division	(1) Steward
Public Properties Division	(1) Steward
Water Treatment Plant Division	(1) Steward
Wastewater Treatment Plant Division	(1) Steward
<u>Parks and Recreation</u>	(1) Steward

There shall be no requirement on the part of the EMPLOYER to recognize any Local Union Representative until such time as an official list has been delivered to the EMPLOYER.

Section 2. A Local Union Representative shall be permitted reasonable time to conduct a specific UNION function when it affects the EMPLOYER only after obtaining explicit approval, stating the reason, from his department head and the department head of any City facility to be visited or from the City Manager. The Local Union Representative shall not be permitted to solicit grievances nor to unduly interfere with the performance of duties assigned to the EMPLOYEES.

Section 3. The internal business of the UNION shall be conducted by the EMPLOYEES during their non-duty hours and off of the EMPLOYER'S premises except that permission to use the EMPLOYER'S premises may be granted by an appropriate department head upon the request of the UNION. Such requests to use the EMPLOYER'S premises shall be made at least twenty-four (24) hours in advance of said business meetings. Such meetings shall not entail the use of City vehicles, equipment or entail any other cost to the EMPLOYER.

Section 4. An EMPLOYEE who is being interviewed by a superior concerning matters for which disciplinary action is being considered may request the presence of one Local Union Representative at the interview as a witness. Up to 2 employees may be allowed for the purposes of a training/mentoring program for Union officials/leaders. If one Local Union Representative is not immediately available, another Local Union Representative may be substituted. Discipline is defined to be: 1) discharge; 2) demotion; 3) suspension; 4) written reprimand; 5) oral reprimand.

Section 4 (a). Upon an employee's request the EMPLOYER shall consider allowing Union Representatives to be present during other action involving personnel matters pertaining to the employee making the request. The UNION shall have the right to meet and confer with the EMPLOYER regarding this request. However, the decision to allow UNION Representatives to be present during non disciplinary and non grievance related matters shall be subject to the sole discretion of the EMPLOYER.

Section 5. The "UNION" shall be permitted three days paid leave per calendar year of the Agreement for official UNION Business and attendance at conventions. Request for such leave shall be in writing to the EMPLOYER from the President of AFSCME Local 1580 and shall designate the person to be released.

## ARTICLE 5 DUES CHECKOFF

Section 1. Membership or Service Fee. All non-probationary employees covered by this agreement who are members of the UNION shall be required to pay dues. New non-probationary employees shall be required to pay UNION dues or a service fee in an amount not to exceed the UNION dues for the purposes of administering the provisions of this agreement. Employees have the right to object to payment of a service fee and the UNION shall justify what portion of the service fee may constitutionally be collected from an

objecting employee. The UNION agrees not to threaten, harass, intimidate or coerce employees into becoming members of the UNION or paying a service fee.

Section 2. Termination of Union Membership or Service Fee. Any employee who is a member of the UNION or who is paying a service fee shall have the right to withdraw from union membership or to stop paying a service fee during the last thirty (30) days prior to each Fiscal Year (or between June 1<sup>st</sup> and June 30<sup>th</sup>) by providing written notice to the UNION and EMPLOYER.

Section 3. Deductions. The EMPLOYER agrees to deduct union dues or a service fee from the wages of employees in the bargaining unit upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The EMPLOYER shall make payroll deductions at least once a month, or more often if the EMPLOYER shall so determine, and remit such deductions to the Treasurer of the UNION. In case a union member or individual paying a service fee has no funds available then no deduction shall be made. The UNION agrees to limit changes in payroll deductions to not more than 1 time per year during the month of January and to give the EMPLOYER thirty (30) days written notice prior to the beginning of the payroll period in which the deduction is to be made.

Section 4. Indemnification. The UNION shall indemnify, defend, and hold harmless the EMPLOYER against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

ARTICLE 6  
HOURS OF WORK

Section 1. The regular weekly work schedule shall generally consist of five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days exclusive of an unpaid one half (1/2) hour lunch period Monday through Friday. Exceptions include but are not limited to the rotating and shift work schedules of the Water Filtration Plant, and the Wastewater Treatment Plants. The Department Head shall reserve the right to schedule hours on certain jobs which cannot be performed within the normal work day or work week, for example, certain positions where work is normally performed on Saturday and Sunday or both, or at hours before or after the normal work day.

The hours of work as set forth in this Article may be changed with the EMPLOYER providing at least twenty-two (22) hours notice to the employee. When the employer provides such notice to the employee, the employer may change the employee’s work day start time by up to two (2) hours before or after the employee’s regular scheduled start time. For example, if the employee’s regular scheduled start time is 7:00 am, with the necessary notice, the employer may change such start time to 5:00 am or 9:00 am respectively. When such change occurs, the employee shall be required to work the eight (8) or ten (10) hour work day as applicable. The notice requirement shall be calculated back from the adjusted start time and date.

Section 1(a). The hours of the regular work day in the General Services Department shall normally be 6:30 A.M. to 3:00 P.M. with an unpaid one half (1/2) hour lunch period. Shift schedules, when utilized, shall normally be as follows:

First Shift	7:00 A.M. - 3:30 P.M.
Second Shift	3:30 P.M. - 12:00 A.M. Midnight
Third Shift	11:00 P.M. - 7:30 A.M.

Insofar as practicable meal periods shall be taken in the middle of the shift and in a manner that shall not interrupt normal operations.

Section 1. (b) WASTEWATER & WATER TREATMENT PLANTS: Schedules shall consist of **five** work days, Sunday through Saturday for Water Treatment and Waste Water Treatment Plant employees, and Monday through Friday for all other divisions represented by this agreement. The regular weekly schedule shall consist of five (5) eight (8) hour work days between Sunday and Saturday. For the first shift the work hours shall be exclusive of an unpaid one-half (1/2) hour lunch period. For the second and third shifts the work hours shall be inclusive of a paid one-half (1/2) hour meal period. Such meal periods shall be taken insofar as practicable in the middle of the shift, and in a manner that shall not interrupt normal plant operations. The three shift schedules shall be as follows:

First Shift:	7:00 A.M. - 3:30 P.M.
Second Shift:	3:30 P.M. - 11:30 P.M.
Third Shift:	11:00 P.M. - 7:00 A.M.

Section 1 (c): If the four (4) ten (ten) hour day work schedule is implemented the weekly schedule shall consist of four (4) ten (10) hour days under the following principles:

- i. Schedules shall consist of four work days, Sunday through Saturday for Water Treatment and Waste Water Treatment Plant employees, and Monday through Friday for all other divisions represented by this agreement.
- ii. Overtime – Employees shall be paid overtime for all hours worked over 10 in one day or over 40 in any one week but shall not receive overtime for hours over 8 in one day.
- iii. Leave use as defined in article 11 and 12 shall be on a 1 to 1 hourly basis.
- iv. During weeks which include a holiday as defined in article 10 of this agreement, the scheduled work week shall be a 5 day, 8 hour work week as defined in article 6 of this agreement.
- v. During weeks which include floating holidays as defined in article 10 of this agreement, the scheduled work week shall remain a 4 day, 10 hour work week. Employees on this schedule shall earn 10 hours for the floating holiday.
- vi. Bereavement, as defined under article 13 of this agreement shall be paid at 10 hours per day.
- vii. Dr.'s appointments – Routine medical appointments shall be scheduled on non-working business days, unless otherwise approved by a Supervisor. Such approval shall not be unreasonably withheld.
- viii. Daycare issues – If an employee has notified the Employer that there is a problem with obtaining daycare for his or her child under the four work day schedule, the Employer shall work with the employee to flex their schedule within the workweek to accommodate the daycare needs on the condition that the accommodation does not interfere with the City providing General Services.

Section 1. (d) Flexible Schedules. Employees may mutually agree with the EMPLOYER to flex schedules which include irregular daily hours. In such cases employees shall be paid overtime for all hours over 40 in any one week but shall not receive overtime for hours over 8 or 10 in one day, nor shall they be charged annual leave for hours less than 8 or 10 in one day in order to make up the 40 hours per week.

Section 2. The EMPLOYER'S work schedule shall provide for a fifteen (15) minute paid rest period at the job site in every four (4) hour working period; such rest periods to be taken insofar as practicable in the middle of every working period. One thirty (30) minute rest period may be taken as an alternate to the above, if mutually agreed between the City and the President of Local 1580 AFSCME.

Section 3. The right to substitute on a rotating schedule by EMPLOYEES mutually qualified shall be permitted subject to the prior permission of the EMPLOYER, so long as this substitution does not result in increased cost to the EMPLOYER.

Section 4. In the event the EMPLOYER determines that a change in the regular work week of more than two hours before or after a shift of any of the covered EMPLOYEES may be required, it shall consult with the UNION on the question in an effort to reach a decision which meets the operational needs through a mutually acceptable approach. However, the hours of work shall be established by the department head.

The parties recognize that the EMPLOYER retains the right to unilaterally implement changes in the work schedule. The EMPLOYER agrees to attempt to resolve impacts associated with these changes by meeting with the UNION until impasse is declared by either party.

Whenever possible the Department shall give the employees a two (2) week written notice.

## ARTICLE 7 OVERTIME

Section 1. Definitions "Overtime" shall mean authorized work performed in excess of the EMPLOYEE'S regular daily work schedule of eight (8) or more hours or the regular weekly work schedule of forty (40) hours except as otherwise indicated in this agreement. There shall be no "pyramiding" of overtime.

1.1 Callback shall be defined as an employee, without previous notification, being called in to work during hours other than his/her regular work hours.

1.2 Scheduled Overtime shall be defined as an employee(s) receiving notification while on paid time, or while on the EMPLOYER'S premises, of assignment to scheduled overtime hours. Such hours shall not be subject to the minimum callback requirement. Overtime scheduled to begin after 12:00 midnight shall be subject to the minimum callback requirements unless the time is contiguous to the beginning or end of a shift.

1.3 Winter Operations On Call (WOOC) shall be defined as an employee, asked before the end of their regular work shift, to be available for winter operations if needed. A person asked to be in a WOOC status would be available by phone or pager to report to the COMF within 45 minutes of notification. Persons asked to be on WOOC status would be on a rotating basis. Compensation for this period shall be as follows:

Weekdays beginning Monday at 3:00 PM through Saturday at 7:00 AM - one hour's pay at the employee's overtime rate per day assigned.

Weekends beginning Saturday after 7:00 AM through Monday before 7:00 AM any 12 hour period as assigned by the EMPLOYER - one hour's pay at the employee's overtime rate

Holidays that fall on a weekday beginning at 7:00 AM on the day of the holiday through 7:00 AM the day immediately following the holiday, any 12 hour period as assigned by the EMPLOYER - two hours pay at the employee's overtime rate.

An employee who is in WOOC status and is unavailable if called, without adequate justification, shall be subject to disciplinary action. If insufficient personnel accept WOOC when asked, pagers may be assigned at the sole discretion of management. Assignments will be made in reverse order of seniority.

This section is subject to review by both parties prior to winter operations and may be amended subject to agreement by both parties.

Section 2. Overtime pay shall be at a rate one and one-half times an EMPLOYEE'S regular rate of pay.

Section 3. Callback Time. Callback pertains to work performed outside an Employee's regularly scheduled workday. Callback does not pertain to work time consecutively annexed to the end of the scheduled workday. Callback does not pertain to scheduled overtime. An Employee called back under this section shall be paid at the overtime hourly rate for the time actually worked. Except for those receiving stand-by compensation (See Section 5. below), employees shall be guaranteed a minimum of four (4) hours work at their overtime rate. Employees in stand-by status shall be guaranteed a minimum of three (3) hours work at their overtime rate for the first callback in a stand by day (as defined in Section 5 (d)) and two (2) hours work for additional callbacks in that day. Employees in stand-by status, working remotely on a SCADA system, shall be guaranteed a minimum of one (1) hour work at their overtime rate for a callback in a stand by day. The Employer may, at its sole discretion, elect to hold over an Employee at the end of the workday if the Employee has been called in to work less than four hours prior to the start of the Employee's regular shift, is eligible for callback pay and has not worked for the guaranteed hours during the callback period.

Section 4. In fairness to the EMPLOYER and the EMPLOYEE, the following guidelines will apply to the distribution of overtime:

(a) To the extent practicable, overtime work shall be distributed equitably among qualified EMPLOYEES who customarily perform related work. Distribution shall be on a rotating basis from a departmental classification seniority list established on the effective date of this agreement. For the conduct of City-wide winter operations, Highway/Utility Division personnel will be assigned first on a rotating basis from an established list. Other employees will be assigned as required on a rotating basis from a separate established list based on departmental classification seniority. In determining the equitable division of overtime, the EMPLOYER shall take into consideration an EMPLOYEE'S refusal, and EMPLOYEE'S excused absence, or the inability to reach the EMPLOYEE by telephone.

(b) The EMPLOYER shall give as much notice as practicable prior to overtime.

(c) Overtime assignments may be on a voluntary basis except in cases of emergency (as determined by the Department Head or designee) or in a case where the number of volunteers is inadequate to carry out orderly departmental operation. In such cases, the EMPLOYER shall exercise its discretion to make appropriate work and shift assignments.

Section 5. Stand-By The following provisions apply to Stand-By:

(a) An Employee may be assigned stand-by status in addition to his/her regular work schedule. While on stand-by status, the Employee shall be constantly available for notification of work requirement, keep competent authority informed of the current effective reasonable method for communication of notification and shall report to the work area as quickly as possible and within forty-five (45) minutes of notification by competent authority or by an alarm system.

(b) Stand-by status will be rotated among Employees based upon qualifications of the Employee and Department requirements.

(c) The compensation for a stand-by period shall be one (1) hour at the Employee's overtime rate of pay for each calendar day assigned to Stand-by status. An Employee on Stand-by status during a Holiday will receive one additional hour of compensation at the Employee's overtime rate for that Holiday coverage (Note: this section does not apply to floating holidays).

(d) The stand-by period shall normally be for seven days commencing Monday at 7:00 A.M. and involve the time period outside the normal hours of work. A shorter stand-by period with a minimum of one day may be assigned when it is necessary to substitute for the normally assigned Employee or provide additional accessible workforce.

(e) Employees in stand-by status shall be available for scheduled overtime and perform the regular duties of their job description during normal hours.

Section 6. Normally, employees shall not be allowed to work over twenty-four (24) consecutive hours. At the end of that period, employees will be allowed at least a six (6) hour break without the loss of compensation or accrued benefits. In the event of unusual emergency conditions, employees who continue to work without a six (6) hour break shall be credited with time and one half (1 ½ ) for every hour worked until he receives a six hour break. This time and one half (1 ½ ) would apply whether the employee is working during regularly scheduled work time or not, and does not mean that during regularly scheduled work time, the employee would receive this time and one half on top of straight time, which would amount to double time and one half (2 ½)

## ARTICLE 8 WAGES

### Section 1.

Effective January 1, 2014, all employees shall be eligible for a cost of living adjustment of 2.50% effective the first pay period following January 1<sup>st</sup>. Such adjustments shall be applied to the Wage Schedule for an across the board increase. Employees shall move a step upon their anniversary date in accordance with the merit plan provided they have not yet reached top step and their performance evaluation is satisfactory.

Effective January 1, 2015, all employees shall receive a cost of living adjustment of 2.50% effective the first pay period following January 1<sup>st</sup>. Such adjustments shall be applied to the Wage Schedule for an across the board increase. Employees shall move a step upon their anniversary date in accordance with the merit plan provided they have not yet reached top step and their performance evaluation is satisfactory.

Effective January 1, 2016, all employees shall receive a cost of living adjustment of 2.50% effective the first pay period following January 1<sup>st</sup>. Such adjustments shall be applied to the Wage Schedule for an across the board increase. Employees shall move a step upon their anniversary date in accordance with the merit plan provided they have not yet reached top step and their performance evaluation is satisfactory.

### Section 2. Probationary Wages.

Probationary EMPLOYEES shall be eligible for a merit step increase consideration at the completion of a probationary period (normally six months). This provision shall apply to initial employment probation and to promotion probation.

ARTICLE 9  
INSURANCES

Section 1. General.

The following shall be effective until 6/30/16: The EMPLOYER will provide Employees with points (dollars) to be utilized in making purchases from the optional portions of the City's Beneflex (flexible benefits) Program. These points will be based upon the health insurance plan designations: One Person, Two Person, and Family Plan. Individual Employee point allocations shall be determined by the Plan for which the Employee is eligible.

The EMPLOYER contributions will be as follows:

Effective 7/1/13, the amount the EMPLOYER contributes will be equal to 8,680 for a One Person, 17,405 for a Two Person and 24,923 for a Family Plan. Effective for future plans and continuing until 6/30/16, the EMPLOYER'S contribution will be adjusted using the formula listed below:

Increase in City Points = [(New HMO 500– Current HMO 500) x .88947]]

New points for the current year = current points + increase in city points.

Any costs above this ceiling shall be contributed by the EMPLOYEE. Contributions of both parties are cumulative year to year.

The following shall be effective commencing 7/1/16:

Effective 7/1/16, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for the HMO 500 plan eligible for and chosen by the EMPLOYEE. In the event the EMPLOYEE is eligible for and chooses a more expensive plan, the EMPLOYEE will be responsible for any costs above this ceiling. In the event that a plan becomes available that is less expensive than the HMO 500 plan, and the EMPLOYEE is eligible for and chooses that less expensive plan, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for that less expensive plan.

Effective 7/1/16, the EMPLOYER will pay 90% of the Single, Two Person, or Family premium for the dental plan eligible for and chosen by the EMPLOYEE.

In the event an employee chooses to not receive health insurance from the EMPLOYER, the EMPLOYEE shall be awarded opt out dollars as determined by the EMPLOYER. In the event an employee chooses to not receive health insurance but chooses to receive dental insurance from the EMPLOYER, the cost of the dental insurance premium paid for by the EMPLOYER shall be reduced from the opt out dollars awarded.

The EMPLOYER reserves the right to change or provide alternate insurance carriers as the EMPLOYER deems appropriate so long as the new coverage and benefits are similar to the plan it is replacing.

Section 2. Beneflex Program

The EMPLOYER'S Beneflex Program is a matter of City policy and is not a part of this Agreement, nor shall any benefits provided under the Beneflex Program be otherwise provided for within this Agreement. Any matter, any issue, or any question concerning the content or the administration of the City's

Beneflex Plan remains within the sole discretion of the City and any review or resolution of those matters will be accomplished through the applicable City procedures and forums.

**ARTICLE 10**  
**HOLIDAYS**

Section 1. Holidays below shall be for all EMPLOYEES in accordance with the provision provided herein:

- |                      |                        |
|----------------------|------------------------|
| New Year's Day       | Columbus Day           |
| MLK/Civil Rights Day | Election Day (State)   |
| President's Day      | Veteran's Day          |
| Memorial Day         | Thanksgiving Day       |
| Fourth of July       | Day after Thanksgiving |
| Labor Day            | Christmas              |

Section 1a. Floating Holidays. MLK/Civil Rights Day and Election Day (State) shall be floating holidays. The holiday time shall be credited to each EMPLOYEE'S Annual Leave Balance on the last day of the month in the month preceding the month in which the holiday would otherwise have been observed.

Section 2. An EMPLOYEE working a regular Monday and Friday schedule shall be entitled to a day off with pay for every holiday listed in Section 1 of this article. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday; when a holiday occurs on a Sunday, it shall be observed on the following Monday. If a holiday is observed by The City on another day the UNION will observe the same day provided it is so noticed in advance on the annual holiday listing issued by the Personnel Department.

Section 3. An EMPLOYEE working other than a regular Monday through Friday schedule, and who is not scheduled to work on a holiday, shall be given an additional day's pay at his/her regular pay rate. He/she shall be given a subsequent day off within the workweek without pay. Such schedule change shall occur during the week of the holiday and by mutual agreement of the employee and his/her immediate supervisor.

Section 4. An EMPLOYEE working on a holiday shall receive payment for the holiday at one and one half time the EMPLOYEE'S regular pay rate and be given an additional day's pay at his/her regular pay rate.

Section 5. Holidays shall be considered time worked.

**ARTICLE 11**  
**ANNUAL LEAVE**

Section 1. Formula. An Employee's annual leave accrual shall be based upon a fraction of an hour accrual for each of the standard annual work hours schedule (e.g. 2080 hours for a 40 hour per week employee) as shown below in column 2:

Column 1	Column 2	Column 3	Column 4
Years of Continuous Service	Hourly Accrual	Monthly Accrual	Annual Accrual
0 thru 5	.0481 hrs.	8.33 hrs.	100 hrs.
6 thru 10	.0596 hrs.	10.33 hrs.	124 hrs.

11 thru 15	.0712 hrs.	12.33 hrs.	148 hrs.
16 thru 20	.0827 hrs.	14.33 hrs.	172 hrs.
21 thru 25	.0942 hrs.	16.33 hrs.	196 hrs.
Over 25 years	.1019 hrs	17.66 hrs.	212 hrs.

1. The Hourly Rate of Accrual, above, represents fractions of an hour accrual for each of the standard work hours schedule of 2080 hours per year.
2. References to accruals in days, above, indicate eight (8) hour days.
3. Annual leave may be accrued up to two and one half (2.5) times the employee's annual accrual.

Section 2. Scheduling. Requests for Annual leave will be accepted by the EMPLOYER at reasonable times. The assignment of annual leave shall be scheduled by the Department Head for such time or times as will serve both the interests of the City and the EMPLOYEE, however, reasonable effort will be made to accommodate the EMPLOYEE'S request. Selection of the annual leave period between EMPLOYEES shall be by Departmental seniority.

Section 3. Reimbursement. Upon the retirement or termination of any EMPLOYEE he shall receive a lump sum payment of all accumulated annual leave at his current wage rate. In the event of death of an EMPLOYEE, a sum equal to the number of annual leave days remaining shall be payable to the following classes in the following order of priority:

- (1) A named beneficiary whose name has been filed by said EMPLOYEE with the Personnel Department;
- (2) when not having so filed a named beneficiary, to his spouse;
- (3) or not having named a beneficiary or not being survived by a spouse, to the estate of the deceased.

Section 4. Transfer. In the event of transfer to another department, without a break in City employment, the EMPLOYEE shall retain his accumulated Annual Leave.

## ARTICLE 12 SICK LEAVE

Section 1. An Employee may only utilize accumulated sick leave for actual illness, injury and disability of the Employee, or to provide direct care for a seriously ill dependent member of the Employee's immediate family, or to meet dental or medical appointments. When sick leave is used due to illness in the immediate family, use of such leave shall not exceed three (3) days for any one occurrence of such family illness. In cases involving a grave illness of a member of the immediate family, and where alternate means of home care have been exhausted, the City Manager at his/her sole discretion may extend the maximum time limitations of this section. The granting or denial of such extensions shall not be subject to the grievance procedure.

"Immediate Family" shall include only the EMPLOYEE'S spouse, mother, father, step-mother, step-father, foster mother, foster father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, child, step-child, foster child, or any other relative living in the same household.

Section 2. To receive compensation while on sick leave prior to the start of his regular work shift, an EMPLOYEE must, whenever possible, notify his department head or designee at least one-half hour before the time set for the beginning of his regular duties. To receive compensation for sick leave after the start of his regular work shift, an EMPLOYEE must notify his department head prior to leaving his work station. As soon as possible, the EMPLOYEE must file a written application for leave with the EMPLOYER specifying the basis for his request.

Section 3. Proof of illness or injury may be required by a department head or the manager for any claims of illness or injury. Absences shall be substantiated by physician's certificate if requested by the department head or designee. The EMPLOYER may, at the City's expense, have an independent physician examine an EMPLOYEE who, in the opinion of the EMPLOYER, may not be entitled to sick leave.

Section 4. For the protection of the City and the EMPLOYEE, the EMPLOYER may require an EMPLOYEE to undergo a fitness for duty medical examination before being restored to duty after use of sick leave. The EMPLOYEE who undergoes an examination during regularly scheduled work hours shall have the time spent charged as time worked unless he is found unfit for duty, in which case the time shall be charged as sick leave.

Section 5. In the event of an injury arising out of and in the course of an EMPLOYEE'S employment with the City, the EMPLOYEE shall be eligible for worker's compensation insurance benefits pursuant to the laws and regulations of the State of New Hampshire.

Section 6. In the event of a transfer to another department, without a break in service the EMPLOYEE shall retain his/her accumulated sick leave.

### ARTICLE 13 BEREAVEMENT LEAVE

Section 1. In the event of death in the immediate family of an EMPLOYEE, the EMPLOYEE shall be granted up to three (3) days paid leave of absence to make household adjustments or to attend funeral services. "Immediate Family" is defined in Article 12, SICK LEAVE.

Section 2. In the event of death of a close family member (as defined below) of an EMPLOYEE, the EMPLOYEE shall be granted one (1) day of paid leave of absence to make household adjustments or to attend funeral services on a scheduled work day. Documentation of passing may be requested by Supervisor.

"Close Family Member" shall include Grandmother-in-law, Grandfather-in-law, Brother-in-law, Sister-in-law, Aunt, Uncle, and Grandchild.

### ARTICLE 14 MILITARY LEAVE

Section 1. An employee within the classified system of the City of Concord who is a member of any reserve component of the Armed Forces of the United States or of the National Guard shall upon request be entitled to no more than fifteen (15) calendar days leave of absence in any twelve- (12) month federal fiscal year (October 1 - September 30), for the purpose of engaging in military drill, training, or other temporary duty under military authority. An employee shall be paid the difference between base pay for such military service and the amount of straight time earnings lost by reason of such service, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service.

### ARTICLE 15 CIVIL LEAVE

Section 1. Any EMPLOYEE shall be given time off without loss of pay or annual leave when performing civil leave, which shall be for jury duty and when subpoenaed to appear before a court, public body or commission as long as it does not pertain to matters involving outside employment. An EMPLOYEE'S compensation shall be supplemented

by the EMPLOYER to such amount so that the EMPLOYEE will receive his average weekly wage while on civil leave, provided that satisfactory evidence of such civil leave service is furnished. Actual hours served on civil leave by the EMPLOYEE shall be considered hours worked for the purpose of determining overtime wages.

ARTICLE 16  
MATERNITY LEAVE

Section 1. Absences for maternity reasons for periods of incapacity due to pregnancy shall be handled in the same manner as for any other use of sick leave.

ARTICLE 17  
EDUCATION EXPENSES

Section 1. The Parties hereto consider themselves mutually responsible for the improving of public service through creation of improved EMPLOYEE morale and efficiency. In this connection, the Parties agree that they shall encourage EMPLOYEES to pursue outside studies, including correspondence courses, which enhance the EMPLOYEE'S ability to contribute to the City's public service program within the bargaining unit. Where the course is one that has received prior approval of the department head, then the Parties hereto agree that, upon satisfactory completion of the same by the individual EMPLOYEE, the City of Concord shall assume the cost of said course and reimburse the EMPLOYEE to that extent. Denial of approval by the department head may be appealed at the City Manager level.

ARTICLE 18  
RATINGS

Section 1. An EMPLOYEE may be temporarily assigned by the EMPLOYER to work any position of the same or lower classification grade without change in pay. Upon the cessation of such temporary assignment, the EMPLOYEE shall be restored to his original position.

Section 2. When an EMPLOYEE is temporarily assigned to work in a higher class or position, such an EMPLOYEE shall receive a wage rate to be determined by:

Adding five percent (5%) to the EMPLOYEE'S current regular rate and then placing the EMPLOYEE at the step in grade of the higher classification which is closest to this hourly rate without being less.

EMPLOYEES on a plus rate assignment shall receive a higher rate of pay at a minimum of 8 hours providing they work two (2) full hours in the higher position on a given day. There shall be no accumulation of higher rated time from day to day.

Section 3. Assignment to higher paying job classification, temporary or otherwise shall be made in accordance with seniority within classification, but the EMPLOYER reserves the right to take into consideration the EMPLOYEE'S qualifications and abilities to meet the requirements of the job.

Section 4. When all other qualifications are equal, and no other merit provisions apply, promotions, or transfers, shall be made from the ranks of eligible EMPLOYEES.

Section 5. All new positions or promotions contemplated beyond a period of thirty (30) days shall be posted on the bargaining unit's bulletin boards a minimum of five (5) working days and interested EMPLOYEES shall have the

opportunity to apply for such positions, promotions or lateral transfers. Job postings shall include a Classification Title, Job Summary, Qualifications, Labor Grade, Salary Range, Department/Division location, shifts and posting date.

Section 6. The Department, by posting on bulletin boards, shall notify EMPLOYEES and the UNION officials in writing of all promotions within five (5) working days of promotion.

ARTICLE 19  
LAYOFF

Section 1. In the event of a layoff for any reason, EMPLOYEES shall be laid off in the classification by the Division involved in the inverse order of their employment. A layoff out of the inverse order of EMPLOYEES' employment in the class and Division involved may be made, if in the EMPLOYER'S judgment, retention of special job skills are required for the efficiency and effectiveness of the Department.

Section 2. When layoff becomes necessary, the department head shall notify the affected EMPLOYEE in writing at least ten (10) workdays prior to the effective date of such action stating the reasons for such layoff. Seniority shall prevail in matters concerning layoffs and rehiring subject to the provisions of this Article except in the event of an act of God no notice shall be required.

The City will give consideration at time of lay-off for those qualified EMPLOYEES who apply for vacant positions in other City departments.

Section 3. EMPLOYEES shall be called back from layoff according to employment in class and division from which the EMPLOYEE was laid off unless, in the EMPLOYER'S opinion, special job skills are required for the efficiency and effectiveness of the department. A laid off EMPLOYEE shall be eligible for recall if the recall is issued within twelve months. Nothing in this Article shall be construed to eliminate the requirement of recalled EMPLOYEES to continue meeting minimum required job class qualification. Failure by an EMPLOYEE to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall.

EMPLOYEES who are eligible for recall shall be sent a recall notice by registered mail. The EMPLOYEE must notify the Department Head within five (5) days after receiving the notice of recall of his/her intention to return to work. Failure by the EMPLOYEE to so notify the Department shall represent a decision not to accept the recall. The City shall be deemed to have fulfilled its obligation under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the EMPLOYEE. It shall be the obligation and responsibility of the EMPLOYEE to immediately notify the Department Head of any changes in mailing address during the nine-month period from lay-off provided by this section.

Section 4. Nothing in this Article shall restrict the prerogatives of the EMPLOYER to determine the financial necessity of service reduction, the form of layoff, and the duration of layoff.

ARTICLE 20  
SENIORITY

Section 1. There shall be two types of seniority:

- (a) Department Seniority
- (b) Classification Seniority

Department Seniority shall relate to the time an EMPLOYEE has been continuously employed by a Department. Classification Seniority shall relate to the length of time an EMPLOYEE has been employed continuously in a particular grade classification. Individuals transferred from General Services to Community Development as a direct result of the reorganization of the development departments will be considered to be General Services employees for the purposes of Layoff as long as they remain in the position they were transferred to during the reorganization.

Section 2. No EMPLOYEE shall have the right to displace another EMPLOYEE in any classification by virtue of Department Seniority alone; except, that in the event of a layoff subject to Article 19, LAYOFF, a laid off EMPLOYEE may elect transfer to the next lowest classification for which he satisfies current job qualifications together with greater Departmental Seniority than an EMPLOYEE in that classification.

An EMPLOYEE displaced by another EMPLOYEE as a result of a lay off may, in turn, exercise the options of transfer as defined herein.

An Employee choosing to displace another employee under this article must elect to do so within two working days of notification of layoff.

Section 3. Upon receiving a promotion an EMPLOYEE'S name shall be entered at the bottom of that particular classification seniority list to which he has been promoted, regardless of his Department Seniority, and he shall be considered to be the junior or younger EMPLOYEE of that classification. New promotions shall be entered at the bottom of that particular classification seniority list concerned.

Section 4. An EMPLOYEE shall receive seniority status after initial probationary period. Probation may be extended for an additional 3 months at the sole discretion of management. Probationary EMPLOYEES may be discharged or laid-off with or without cause and such discharge or layoff shall not be subject to review. Upon successful completion of the probationary period, the EMPLOYEE shall be credited with annual leave and seniority from the date of hire.

Section 5. An EMPLOYEE shall not forfeit seniority when:

- (a) Absent from work for total temporary disability due to his regular work with the EMPLOYER, certified by an affidavit from Worker's Compensation Carrier.
- (b) On leave of absence without pay, pursuant to the EMPLOYER'S Personnel Rules and Regulations provided, however, that seniority shall not accumulate.

Section 6. An EMPLOYEE shall lose his contractual seniority upon:

- (a) Discharge
- (b) Resignation
- (c) Lay Off longer than nine (9) months
- (d) Transfer outside; Out of the Bargaining Unit
- (e) Retirement

Section 7. The EMPLOYEE'S present classification seniority as of the effective date of this contract, shall be used to establish classification seniority under the EMPLOYER'S Classification Plan adopted February 3, 2008, as revised. This classification seniority must have been continuous in nature to be used to establish the new classification seniority list. The preparation and maintenance of the Classification Seniority Roster shall be the joint responsibility of the City and the UNION, and is to be part of this Agreement.

ARTICLE 21  
MERIT PLAN

Section 1. Except as otherwise specifically amended by this Agreement, all other provisions of the City's merit plan as provided by Charter, governing the classification, compensation, selection, training, promotion, discipline, leave, and any other matters within the management prerogative of the EMPLOYER, are not considered a part of this Agreement, but shall remain in full force and effect and shall be observed by EMPLOYEES.

ARTICLE 22  
GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of this Agreement, and shall be processed in the following manner:

Section 2. Step 1. An EMPLOYEE having a grievance must discuss the grievance with the EMPLOYEE'S designated supervisor within ten (10) working days from the date of the event giving rise to the grievance or the date the EMPLOYEE could reasonably have been first aware of the event. Such grievance shall be discussed among the EMPLOYEE, a UNION representative and the designated supervisor at a time mutually agreeable to the three parties. The designated supervisor shall give his/her decision within five (5) working days from the date of the discussion with the EMPLOYEE and UNION representative.

Section 3. Step 2. If the EMPLOYEE or the UNION disagrees with the decision of the designated supervisor and desires to proceed with the grievance, then such grievance shall be put in writing and submitted to the Division Head within five (5) working days from the date of the decision by the designated supervisor in Step 1. The written grievance shall take the following form:

- (a) A complete statement of the grievance and the facts upon which it is based;
- (b) The section or sections of this Agreement claimed to have been violated;
- (c) The remedy or correction requested.

The Division Head shall render this decision within seven (7) working days from the date the grievance was received.

Section 4. Step 3. If the EMPLOYEE or the UNION disagrees with the decision of the Division Head and desires to proceed with the grievance, the written grievance shall be submitted to the EMPLOYEE'S Department Head within five (5) working days from the date of the decision rendered by the Division Head in Step 2. The Department Head shall render his/her decision within ten (10) working days from the date the grievance is received.

Section 5. If either the Department Head or the Division Head is the immediate supervisor of the EMPLOYEE involved in the grievance then the grievance shall be filed in accordance with the provisions of Section 3, Step 2 or Section 4, Step 3 respectively.

Section 6. Step 4. If the EMPLOYEE or UNION is not satisfied with the disposition of its grievance by the Department Head, the UNION must file said grievance with the City Manager within five (5) working days after the decision is rendered, or by ten (10) working days from the date the grievance was filed with the Department Head if no decision was rendered. The City Manager shall have ten (10) working days to render a decision.

Section 7 Step 5. If the EMPLOYEE or UNION is not satisfied with the disposition of the grievance by the City Manager, or if no decision has been rendered after ten (10) working days from the date the City Manager has received said grievance, the UNION may submit said grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or another mutually agreed third party, such action to be filed within twenty (20) working days after the Manager's decision or lapse of the prescribed time for such decision to have been rendered. If the UNION fails to submit said grievance to arbitration, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

Section 8. Any mutually satisfactory disposition reached as a result of action in Steps 1, 2, and 3, above shall be final and binding upon the parties as to the matter in dispute, and the City Manager, the UNION and the EMPLOYEE shall thereafter comply in all respects the result of such disposition.

Section 9. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this Agreement.

Section 10. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

Section 11. The parties shall share the expenses of the arbitrator equally. Each party shall make arrangements for and pay the expenses of its respective witnesses, except that persons employed by the City and on-duty when an Arbitration Hearing is held, who testify to the alleged grievance, will be excused by the City from their duties without loss of pay for the period of time required to present testimony.

Section 12. Nothing contained herein shall be construed as limiting the EMPLOYEE from meeting informally with any appropriate representative of the EMPLOYER and having the grievance adjusted without the intervention of the UNION, provided the adjustment is not inconsistent with the terms of this Agreement and that the UNION has been given the opportunity to be present at such adjustment and to state its views. Until the grievance is reduced to writing, the exclusive representative shall be excluded from the hearing if the EMPLOYEE so requests.

Section 13. Any award ordered by the arbitrator may be retroactive to the date the grievance first occurred. For purposes of determining retroactivity no grievance shall be deemed to have occurred prior to the effective date of this agreement except as specifically acknowledged and identified in writing by the parties on the date this agreement is signed.

Section 14. The above time limits for processing grievances may be extended by mutual written agreement of both parties. Where specified time limits have lapsed and no extension has been provided for as specified herein, the grievance shall be considered settled in accordance with the EMPLOYER'S last response.

Section 15. Nothing contained herein shall be construed as limiting the right of the EMPLOYER from pursuing resolution of a grievance under this Article.

Section 16. Any provision in this contract specifically referring to the City Charter, City Ordinances, City Policies and Regulations, and the provisions of RSA 273-A shall not be subject to the grievance and arbitration procedure set forth herein.

## ARTICLE 23 DISCIPLINE

Section 1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken. Any and all disciplinary action shall be taken within 60 calendar days of the EMPLOYER'S

notice of infraction, unless the EMPLOYER provides written notification to the EMPLOYEE that additional time is necessary or the investigation involves a criminal matter.

A. Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension Without Pay
4. Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious.

- B. All written warnings, suspensions and discharge notices shall be in written form and identify the reason for the action and shall be signed by the EMPLOYEE as an acknowledgement of the action only. The EMPLOYEE and the UNION will receive a copy of such warnings and notices.
- C. EMPLOYEEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

Section 2. Grievances relating to this Article shall be initiated by the UNION in accordance with the provision of Section 34-8-5(c) of the Personnel Rules and Regulations of the City of Concord.

#### ARTICLE 24 NO STRIKES

Section 1. Definition. For the purposes of this Article, "Strike" shall mean any strike, sit-down, slowdown, or any other work stoppage or other job action that interrupts or interferes with the EMPLOYER'S operation.

Section 2. The UNION agrees that during the term of this Agreement that it will not cause, encourage, participate in or support any strike

#### ARTICLE 25 SAFETY

Section 1. The EMPLOYER shall have the right to make regulations it deems necessary for the safety and health of the EMPLOYEEES during working hours.

Section 2. Representatives of the EMPLOYER and the UNION may as needed at the request of either party meet to discuss safety regulations, stating the reason for the meeting and the topic or regulation for discussion.

Section 3. The UNION shall encourage the EMPLOYEEES to comply with the EMPLOYER'S safety rules and regulations and to perform their tasks in a safe manner.

Section 4. The EMPLOYER agrees to maintain first aid kits in secure but readily accessible locations. EMPLOYEEES shall immediately report all on-the-job injuries, regardless of seriousness, to their supervisor.

Section 5. The EMPLOYER shall furnish uniforms, safety boots, rain gear, gloves, safety glasses, and other articles of clothing or personal protective equipment it requires for the normal performance of the EMPLOYEE'S job. All EMPLOYEEES shall dress in appropriate manner for their jobs while on duty.

Section 6. EMPLOYEES shall be responsible for the care and security of all items issued or furnished by the EMPLOYER and are responsible for the repair and replacement of items lost or damaged exclusive of normal wear and tear.

Section 7. The EMPLOYER shall provide areas for the storage of items issued and the changing of clothes.

Section 8. The EMPLOYER shall provide a safe and sanitary location in each Department as a lunch area.

Section 9. EMPLOYEES will participate in vehicle maintenance on vehicles driven by them. EMPLOYEES shall receive receipts of all repair slips submitted by them.

Section 10. The EMPLOYER shall provide, at its cost, all necessary immunizations for bargaining unit members upon approved recommendations of the Joint Loss Management Committee.

## ARTICLE 26 BULLETIN BOARDS

Section 1. The EMPLOYER shall furnish reasonable space on City bulletin boards for the use of the UNION. Bulletin boards shall be located at a conspicuous location in each department. The UNION shall have the right to post notices pertaining to Union reports, meetings, UNION elections, the New Hampshire Public Employee Labor Relations Board, and judicial decisions affecting public employee labor relations. No notices shall be posted in or around the EMPLOYER'S places of business except on such boards, and then only after the approval of the department head as being suitable for posting. No UNION notice shall be posted until it shall have been signed by the President or Secretary of the UNION.

## ARTICLE 27 LABOR MANAGEMENT COMMITTEE

Section 1. The Parties agree that it is in their best interests to maintain an open dialogue with respect to the administration of this agreement and the exchange of information relative to the performance of the Department's mission and the work performance of Unit members.

Section 2. The Parties agree that a Labor/Management Committee shall be established as of the effective date of this Agreement. The Labor/Management Committee shall consist of the members of the Parties' respective negotiating committees.

Section 3. The Labor/Management Committee shall meet at least bi-monthly at a mutually agreeable time. Agenda items shall be exchanged between the Parties seven (7) days prior to such meetings, providing that additional items may be added to any agenda without notice. More/less frequent meetings of the Labor/Management Committee may be scheduled by the mutual agreement of the Parties at any time.

## ARTICLE 28 FINAL RESOLUTION

Section 1. General. The Agreement expressed herein, in writing, constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 29  
SEVERABILITY

Section 1. Saving Clause. The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall be held to be invalid or unconstitutional by a court of law with jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of the agreement, but they shall remain in effect, it being the intent of the Parties that this Agreement shall stand notwithstanding the invalidity of any part. Upon such invalidation, the parties agree to meet and negotiate in good faith such sections, subsections, sentences, clauses or phrases affected.

ARTICLE 30  
MISCELLANEOUS

Section 1. Tool Allowance. Effective upon ratification of this Agreement by both parties: The City shall provide up to \$500.00 per fiscal year for mechanics for upgrading and replacement of tools broken or damaged on the job or to increase efficiency/productivity within the mechanics primary job responsibilities. Tools shall be purchased with the prior approval of the Fleet Manager or Golf Course Manager. Receipts for replacement or upgraded tools must be turned in to said supervisor to receive payment.

Section 1 (a). Prior to any grievance being filed the employee agrees to discuss the issue with the Fleet Manager or Golf Course Manager who would authorize the purchase.

ARTICLE 31  
DEFINITIONS

Section 1. Unless otherwise specifically stated in the context of an Article, the definitions of terms contained herein will govern the usage and interpretation of these terms throughout the Agreement.

Council shall mean the City Council of the City of Concord, which is the Legislative Body of the City for the purposes of NH RSA 273-A:1, VII pursuant to the Charter of the City of Concord.

Department shall mean the General Services Department, Parks and Recreation Department or the Community Development Department.

Department Head shall mean the EMPLOYER'S executive supervisor of each department as "department" is herein defined, or his/her designee.

Employee See ARTICLE 2, Recognition.

Employer shall mean the City of Concord, New Hampshire, which may, from time to time be referred to as the CITY, its City Manager, Department Heads, and other supervisory personnel exercising its rights, duties and obligation.

Joint Loss Management Committee – Shall mean the committee established by New Hampshire Administrative Rules Lab 603 and as implemented within the City.

Union shall mean the City of Concord Municipal Employees Unit of Local #1580 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME).

Local shall mean Local #1580 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME).

ARTICLE 32  
TERM OF AGREEMENT

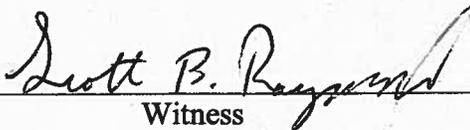
Section 1. This Agreement shall take effect as of January 1, 2014 to continue in full force and effect through December 31, 2016. In compliance with RSA 273-A:3 the parties hereby give notice of their intent to negotiate changes in the contract during the last year of its duration prior to its expiration date.

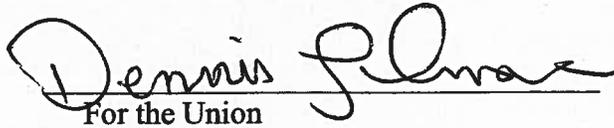
Negotiations hereunder shall be conducted by authorized representatives of the UNION and the EMPLOYER at times and places mutually agreed to between the parties.

ARTICLE 33  
SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, this 17 day of

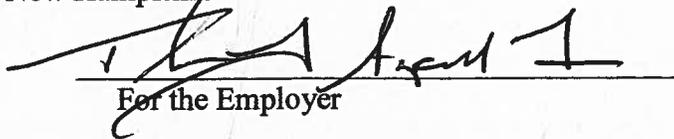
FOR THE UNION, American Federation of State, County and Municipal Employees, Local #1580, City of Concord Municipal Employees Unit.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
For the Union

FOR THE EMPLOYER, the City of Concord, New Hampshire

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
For the Employer

APPROVED as to form and execution this 17 day of

By   
\_\_\_\_\_  
Danielle Pacik, Esquire  
Concord Deputy City Solicitor

APPENDIX A  
MEMORANDUM OF UNDERSTANDING

Between  
City of Concord, N.H  
And  
AFSCME Local 1580  
September, 1995

INSURANCES

In the event that the life insurance, short term disability, and long term disability insurance presently available within the City's Beneflex Program should be eliminated during the term of this agreement which commences January 1, 2008, the parties agree to reopen negotiations on these subjects. During such negotiations the following provisions will apply.

SICK LEAVE

Section 1. "Sick Leave" shall mean authorized leave of absence from work with pay.

Section 2. Procedure: All references in this article to sick leave accrual rates are derived from the foundation accrual of .0577 hours for each of the 2080 standard work hours scheduled per year. References to accruals in days are based upon the standard of eight (8) hour days.

A total of ten (10) hours per month (1 1/4) day shall accrue to an EMPLOYEE for each calendar month worked.

2.1 Accrual:

a. Six (6) hours per month (3/4) day shall be credited to the EMPLOYEE'S Sick Leave Account accruable to one hundred twenty (120) hours maximum (15 days).

b. Four (4) hours per month (1/2) day shall be credited to the EMPLOYEE'S Extended Sick Leave Account, accruable to six hundred (600) hours maximum (75 days).

During an EMPLOYEE'S probationary period the entire ten (10) hours monthly accrual (1 1/4 day) shall be credited to his/her Sick Leave Account.

2.2 Accounting

a. Authorized sick leave absences of up to three days shall be deducted from an EMPLOYEE'S Sick Leave Account.

b. Commencing with the fourth day of an authorized sick leave absence under this Article deductions shall be made against the EMPLOYEE'S Extended Sick Leave Account. In such cases the physician's certificate requirement of Section five (5) of this Article shall apply.

2.3 In the event an EMPLOYEE'S Extended Sick Leave Account is exhausted, sick leave absences shall be deducted from any remaining accrual in the EMPLOYEE'S Sick Leave Account.

2.4 In the event an EMPLOYEE'S Sick Leave Account or the Extended Sick Leave Account has the maximum accrual the ten (10) hours sick leave accrual (1 1/4 day) shall be applied in whole to the Account that has less

than maximum. An EMPLOYEE shall not lose any portion of his/her sick leave credit per month until both accounts are at maximum.

Section 3. An EMPLOYEE may only utilize his/her accumulated sick leave allowance for actual illness, injury and disability of the EMPLOYEE, or because of serious illness in the EMPLOYEE'S immediate family, or to meet dental appointments, to take physical examinations or other preventative medical measures. When sick leave is used due to illness in the immediate family, use of such leave shall not exceed three days in any one time. "Immediate Family" shall include only the EMPLOYEE'S spouse, mother, father, step-mother, step-father, foster mother, foster father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, child, step-child, foster child, or any other relative living in the same household.

Section 4. To receive compensation while on sick leave prior to the start of his/her regular work shift, an EMPLOYEE must, whenever possible, notify his/her department head or designee at least one-half hour before the time set for the beginning of his/her regular duties. To receive compensation for sick leave after the start of his/her regular work shift, an EMPLOYEE must notify his/her department head prior to leaving his/her workstation. As soon as possible, the EMPLOYEE must file a written application for leave with the EMPLOYER specifying the basis for his/her request.

Section 5. Proof of illness or injury may be required by a department head or the manager for any claims of illness or injury. Absences for more than three days shall be substantiated by physician's certificate or whenever the EMPLOYEE takes 2 workdays adjacent to a weekend or holiday or over a weekend or an EMPLOYEE'S regularly scheduled 2 days off. The EMPLOYER may, at the City's expense, have an independent physician examine an EMPLOYEE who, in the opinion of the EMPLOYER, may not be entitled to sick leave.

Section 6. For the protection of the City and the EMPLOYEE, the EMPLOYER may require an EMPLOYEE to undergo a physical examination before being restored to duty after use of sick leave. The EMPLOYEE who undergoes an examination during regularly scheduled work hours shall have the time spent charged as time worked unless he/she is found unfit for duty, in which case the time shall be charged as sick leave.

Section 7. In the event of an injury arising out of and in the course of an EMPLOYEE'S employment with the City, the EMPLOYEE shall be eligible for worker's compensation insurance benefits pursuant to the laws and regulations of the State of New Hampshire. The EMPLOYEE may elect to supplement such benefits by first drawing upon any accumulated sick leave to his/her credit until exhausted, and then by drawing upon any accumulated annual leave to his/her credit until exhausted. Sick leave used pursuant to this Section shall be deducted from the Extended Sick Leave Account until exhausted. In that event deductions shall be made from the Sick Leave Account. Any amounts paid shall not reduce the amount to be paid under worker's compensation, but in no case shall the total amount of supplemental benefits exceed the EMPLOYEE'S regular net wage, or exceed the amount of the EMPLOYEE'S accumulated sick or annual leave.

Section 8. Upon resignation or dismissal, the EMPLOYEE'S accumulated sick leave shall lapse. In the event of transfer to another department, without a break in City employment, the EMPLOYEE shall retain his/her accumulated Sick Leave.

SEVERANCE PAY

Section 1. An EMPLOYEE who retires from the City having completed at least ten (10) years of creditable service within the NH State Retirement System and who is receiving retirement payments from that system shall be eligible for a severance payment according to the following formula:

Severance Pay Formula

Deduct the number of sick leave days used during an EMPLOYEE'S last two (2) years of employment from the number 30. Multiply the balance by the applicable dollar amount in the table below:

<u>Years of Service</u>	<u>Amount Paid</u>
10 years through 14 years	\$ 25.00 per day
15 years through 19 years	\$ 50.00 per day
20 years through 24 years	\$ 75.00 per day
25 years and over	\$100.00 per day

DEATH BENEFIT

Section 1. Death Benefit. If an EMPLOYEE shall die from any cause, other than self employment or employment for another EMPLOYER, while in City service the City shall pay a sum equivalent to the EMPLOYEE'S annual salary to his/her designated beneficiary subject to the rules and regulations governing this benefit.

IMPLEMENTATION OF THIS MEMORANDUM

In the event that this memorandum of understanding should be implemented, EMPLOYEES will be credited sick leave at the rate of 72 hours for each full year of service up to the maximum allowable accumulation for each of the sick leave accounts. The Death Benefit would become payable as provided.

Signed this <sup>7<sup>th</sup></sup> day of August:

  
FOR THE CITY OF CONCORD

  
WITNESS

  
FOR AFSCME LOCAL 1580

  
WITNESS

**APPENDIX B-2014 WAGE SCHEDULE**

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	\$9.58	\$9.82	\$10.08	\$10.32	\$10.58	\$10.83	\$11.10	\$11.41	\$11.69	\$11.96	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88
	\$383.20	\$392.80	\$403.20	\$412.80	\$423.20	\$433.20	\$444.00	\$456.40	\$467.60	\$478.40	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20
	\$19,926.40	\$20,425.60	\$20,966.40	\$21,465.60	\$22,006.40	\$22,526.40	\$23,088.00	\$23,732.80	\$24,315.20	\$24,876.80	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40
2	\$10.08	\$10.32	\$10.58	\$10.83	\$11.10	\$11.41	\$11.69	\$11.96	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58
	\$403.20	\$412.80	\$423.20	\$433.20	\$444.00	\$456.40	\$467.60	\$478.40	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20
	\$20,966.40	\$21,465.60	\$22,006.40	\$22,526.40	\$23,088.00	\$23,732.80	\$24,315.20	\$24,876.80	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40
3	\$10.58	\$10.83	\$11.10	\$11.41	\$11.69	\$11.96	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30
	\$423.20	\$433.20	\$444.00	\$456.40	\$467.60	\$478.40	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00
	\$22,006.40	\$22,526.40	\$23,088.00	\$23,732.80	\$24,315.20	\$24,876.80	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00
4	\$11.10	\$11.41	\$11.69	\$11.96	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09
	\$444.00	\$456.40	\$467.60	\$478.40	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60
	\$23,088.00	\$23,732.80	\$24,315.20	\$24,876.80	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20
5	\$11.69	\$11.96	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89
	\$467.60	\$478.40	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60
	\$24,315.20	\$24,876.80	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20
6	\$12.27	\$12.57	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77
	\$490.80	\$502.80	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80
	\$25,521.60	\$26,145.60	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60
7	\$12.88	\$13.20	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67
	\$515.20	\$528.00	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80
	\$26,790.40	\$27,456.00	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60
8	\$13.55	\$13.88	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60
	\$542.00	\$555.20	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00
	\$28,184.00	\$28,870.40	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00
9	\$14.23	\$14.58	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59
	\$569.20	\$583.20	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60
	\$29,598.40	\$30,326.40	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20
10	\$14.94	\$15.30	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64
	\$597.60	\$612.00	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60
	\$31,075.20	\$31,824.00	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20
11	\$15.71	\$16.09	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73
	\$628.40	\$643.60	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20
	\$32,676.80	\$33,467.20	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40
12	\$16.50	\$16.89	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73	\$23.30	\$23.89
	\$660.00	\$675.60	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20	\$932.00	\$955.60
	\$34,320.00	\$35,131.20	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40	\$48,464.00	\$49,691.20
13	\$17.32	\$17.77	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73	\$23.30	\$23.89	\$24.49	\$25.10
	\$692.80	\$710.80	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20	\$932.00	\$955.60	\$979.60	\$1,004.00
	\$36,025.60	\$36,961.60	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40	\$48,464.00	\$49,691.20	\$50,939.20	\$52,208.00
14	\$18.20	\$18.67	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73	\$23.30	\$23.89	\$24.49	\$25.10	\$25.72	\$26.37
	\$728.00	\$746.80	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20	\$932.00	\$955.60	\$979.60	\$1,004.00	\$1,028.80	\$1,054.80
	\$37,856.00	\$38,833.60	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40	\$48,464.00	\$49,691.20	\$50,939.20	\$52,208.00	\$53,497.60	\$54,849.60
15	\$19.13	\$19.60	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73	\$23.30	\$23.89	\$24.49	\$25.10	\$25.72	\$26.37	\$27.02	\$27.69
	\$765.20	\$784.00	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20	\$932.00	\$955.60	\$979.60	\$1,004.00	\$1,028.80	\$1,054.80	\$1,080.80	\$1,107.60
	\$39,790.40	\$40,768.00	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40	\$48,464.00	\$49,691.20	\$50,939.20	\$52,208.00	\$53,497.60	\$54,849.60	\$56,201.60	\$57,595.20
16	\$20.10	\$20.59	\$21.10	\$21.64	\$22.18	\$22.73	\$23.30	\$23.89	\$24.49	\$25.10	\$25.72	\$26.37	\$27.02	\$27.69	\$28.40	\$29.10
	\$804.00	\$823.60	\$844.00	\$865.60	\$887.20	\$909.20	\$932.00	\$955.60	\$979.60	\$1,004.00	\$1,028.80	\$1,054.80	\$1,080.80	\$1,107.60	\$1,136.00	\$1,164.00
	\$41,808.00	\$42,827.20	\$43,888.00	\$45,011.20	\$46,134.40	\$47,278.40	\$48,464.00	\$49,691.20	\$50,939.20	\$52,208.00	\$53,497.60	\$54,849.60	\$56,201.60	\$57,595.20	\$59,072.00	\$60,528.00

**APPENDIX B-2015 WAGE SCHEDULE**

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	\$9.82	\$10.07	\$10.33	\$10.58	\$10.84	\$11.10	\$11.38	\$11.70	\$11.98	\$12.26	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23
	\$392.80	\$402.80	\$413.20	\$423.20	\$433.60	\$444.00	\$455.20	\$468.00	\$479.20	\$490.40	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20
	\$20,425.60	\$20,945.60	\$21,486.40	\$22,006.40	\$22,547.20	\$23,088.00	\$23,670.40	\$24,336.00	\$24,918.40	\$25,500.80	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40
2	\$10.33	\$10.58	\$10.84	\$11.10	\$11.38	\$11.70	\$11.98	\$12.26	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94
	\$413.20	\$423.20	\$433.60	\$444.00	\$455.20	\$468.00	\$479.20	\$490.40	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60
	\$21,486.40	\$22,006.40	\$22,547.20	\$23,088.00	\$23,670.40	\$24,336.00	\$24,918.40	\$25,500.80	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20
3	\$10.84	\$11.10	\$11.38	\$11.70	\$11.98	\$12.26	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68
	\$433.60	\$444.00	\$455.20	\$468.00	\$479.20	\$490.40	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20
	\$22,547.20	\$23,088.00	\$23,670.40	\$24,336.00	\$24,918.40	\$25,500.80	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40
4	\$11.38	\$11.70	\$11.98	\$12.26	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49
	\$455.20	\$468.00	\$479.20	\$490.40	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60
	\$23,670.40	\$24,336.00	\$24,918.40	\$25,500.80	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20
5	\$11.98	\$12.26	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31
	\$479.20	\$490.40	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40
	\$24,918.40	\$25,500.80	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80
6	\$12.58	\$12.88	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21
	\$503.20	\$515.20	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40
	\$26,166.40	\$26,790.40	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80
7	\$13.20	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14
	\$528.00	\$541.20	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60
	\$27,456.00	\$28,142.40	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20
8	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09
	\$555.60	\$569.20	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60
	\$28,891.20	\$29,598.40	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20
9	\$14.59	\$14.94	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10
	\$583.60	\$597.60	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00
	\$30,347.20	\$31,075.20	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00
10	\$15.31	\$15.68	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18
	\$612.40	\$627.20	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20
	\$31,844.80	\$32,614.40	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40
11	\$16.10	\$16.49	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30
	\$644.00	\$659.60	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00
	\$33,488.00	\$34,299.20	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00
12	\$16.91	\$17.31	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30	\$23.88	\$24.49
	\$676.40	\$692.40	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00	\$955.20	\$979.60
	\$35,172.80	\$36,004.80	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,939.20
13	\$17.75	\$18.21	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30	\$23.88	\$24.49	\$25.10	\$25.73
	\$710.00	\$728.40	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00	\$955.20	\$979.60	\$1,004.00	\$1,029.20
	\$36,920.00	\$37,876.80	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,939.20	\$52,208.00	\$53,518.40
14	\$18.66	\$19.14	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30	\$23.88	\$24.49	\$25.10	\$25.73	\$26.36	\$27.03
	\$746.40	\$765.60	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00	\$955.20	\$979.60	\$1,004.00	\$1,029.20	\$1,054.40	\$1,081.20
	\$38,812.80	\$39,811.20	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,939.20	\$52,208.00	\$53,518.40	\$54,828.80	\$56,222.40
15	\$19.61	\$20.09	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30	\$23.88	\$24.49	\$25.10	\$25.73	\$26.36	\$27.03	\$27.70	\$28.38
	\$784.40	\$803.60	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00	\$955.20	\$979.60	\$1,004.00	\$1,029.20	\$1,054.40	\$1,081.20	\$1,108.00	\$1,135.20
	\$40,788.80	\$41,787.20	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,939.20	\$52,208.00	\$53,518.40	\$54,828.80	\$56,222.40	\$57,616.00	\$59,030.40
16	\$20.60	\$21.10	\$21.63	\$22.18	\$22.73	\$23.30	\$23.88	\$24.49	\$25.10	\$25.73	\$26.36	\$27.03	\$27.70	\$28.38	\$29.11	\$29.83
	\$824.00	\$844.00	\$865.20	\$887.20	\$909.20	\$932.00	\$955.20	\$979.60	\$1,004.00	\$1,029.20	\$1,054.40	\$1,081.20	\$1,108.00	\$1,135.20	\$1,164.40	\$1,193.20
	\$42,848.00	\$43,888.00	\$44,990.40	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,939.20	\$52,208.00	\$53,518.40	\$54,828.80	\$56,222.40	\$57,616.00	\$59,030.40	\$60,548.80	\$62,046.40

**APPENDIX B-2016 WAGE SCHEDULE**

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	\$10.07	\$10.32	\$10.59	\$10.84	\$11.11	\$11.38	\$11.66	\$11.99	\$12.28	\$12.57	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59
	\$402.80	\$412.80	\$423.60	\$433.60	\$444.40	\$455.20	\$466.40	\$479.60	\$491.20	\$502.80	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60
	\$20,945.60	\$21,465.60	\$22,027.20	\$22,547.20	\$23,108.80	\$23,670.40	\$24,252.80	\$24,939.20	\$25,542.40	\$26,145.60	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20
2	\$10.59	\$10.84	\$11.11	\$11.38	\$11.66	\$11.99	\$12.28	\$12.57	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31
	\$423.60	\$433.60	\$444.40	\$455.20	\$466.40	\$479.60	\$491.20	\$502.80	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40
	\$22,027.20	\$22,547.20	\$23,108.80	\$23,670.40	\$24,252.80	\$24,939.20	\$25,542.40	\$26,145.60	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80
3	\$11.11	\$11.38	\$11.66	\$11.99	\$12.28	\$12.57	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07
	\$444.40	\$455.20	\$466.40	\$479.60	\$491.20	\$502.80	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80
	\$23,108.80	\$23,670.40	\$24,252.80	\$24,939.20	\$25,542.40	\$26,145.60	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60
4	\$11.66	\$11.99	\$12.28	\$12.57	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90
	\$466.40	\$479.60	\$491.20	\$502.80	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00
	\$24,252.80	\$24,939.20	\$25,542.40	\$26,145.60	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00
5	\$12.28	\$12.57	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74
	\$491.20	\$502.80	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60
	\$25,542.40	\$26,145.60	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20
6	\$12.89	\$13.20	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67
	\$515.60	\$528.00	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80
	\$26,811.20	\$27,456.00	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60
7	\$13.53	\$13.87	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62
	\$541.20	\$554.80	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80
	\$28,142.40	\$28,849.60	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60
8	\$14.24	\$14.59	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59
	\$569.60	\$583.60	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60
	\$29,619.20	\$30,347.20	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20
9	\$14.95	\$15.31	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63
	\$598.00	\$612.40	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20
	\$31,096.00	\$31,844.80	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40
10	\$15.69	\$16.07	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73
	\$627.60	\$642.80	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20
	\$32,635.20	\$33,425.60	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40
11	\$16.50	\$16.90	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88
	\$660.00	\$676.00	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20
	\$34,320.00	\$35,152.00	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40
12	\$17.33	\$17.74	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88	\$24.48	\$25.10
	\$693.20	\$709.60	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20	\$979.20	\$1,004.00
	\$36,046.40	\$36,899.20	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,208.00
13	\$18.19	\$18.67	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88	\$24.48	\$25.10	\$25.73	\$26.37
	\$727.60	\$746.80	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20	\$979.20	\$1,004.00	\$1,029.20	\$1,054.80
	\$37,835.20	\$38,833.60	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,208.00	\$53,518.40	\$54,849.60
14	\$19.13	\$19.62	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88	\$24.48	\$25.10	\$25.73	\$26.37	\$27.02	\$27.71
	\$765.20	\$784.80	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20	\$979.20	\$1,004.00	\$1,029.20	\$1,054.80	\$1,080.80	\$1,108.40
	\$39,790.40	\$40,809.60	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,208.00	\$53,518.40	\$54,849.60	\$56,201.60	\$57,636.80
15	\$20.10	\$20.59	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88	\$24.48	\$25.10	\$25.73	\$26.37	\$27.02	\$27.71	\$28.39	\$29.09
	\$804.00	\$823.60	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20	\$979.20	\$1,004.00	\$1,029.20	\$1,054.80	\$1,080.80	\$1,108.40	\$1,135.60	\$1,163.60
	\$41,808.00	\$42,827.20	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,208.00	\$53,518.40	\$54,849.60	\$56,201.60	\$57,636.80	\$59,051.20	\$60,507.20
16	\$21.12	\$21.63	\$22.17	\$22.73	\$23.30	\$23.88	\$24.48	\$25.10	\$25.73	\$26.37	\$27.02	\$27.71	\$28.39	\$29.09	\$29.84	\$30.58
	\$844.80	\$865.20	\$886.80	\$909.20	\$932.00	\$955.20	\$979.20	\$1,004.00	\$1,029.20	\$1,054.80	\$1,080.80	\$1,108.40	\$1,135.60	\$1,163.60	\$1,193.60	\$1,223.20
	\$43,929.60	\$44,990.40	\$46,113.60	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,208.00	\$53,518.40	\$54,849.60	\$56,201.60	\$57,636.80	\$59,051.20	\$60,507.20	\$62,067.20	\$63,606.40