

WAGE AND WORKING
AGREEMENT

BETWEEN

THE CITY OF SOMERSWORTH, NEW HAMPSHIRE

AND

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

July 1, 2023 to June 30, 2026

SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION
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WORKING AGREEMENT BETWEEN THE CITY OF SOMERSWORTH
AND
SOMERSWORTH PUBLIC ADMINISTRATORS ASSOCIATION

ARTICLE I RECOGNITION AND MANAGEMENT RIGHTS:

1.1 The City of Somersworth ("City") recognizes the Association as the exclusive representative of all permanent Management Association members (Association members) as outlined in the following classification:

Chief Assessor	City Clerk
City Engineer	Code Enforcement Officer
Recreation Director	Library Director
City Planner	Welfare Officer
Tax Collector	Economic Development Manager (Full-time)
Recreation Supervisor (Non-Exempt)	
Code Compliance Officer (Non-Exempt)	

And any later created positions with equivalent duties and responsibilities.

1.2 The Association agrees to represent all employees in the bargaining unit without discrimination and without regard to membership in the Association.

The City agrees to deduct Association membership dues from the pay of those eligible Association members in the position classifications listed in Section 1.1. The amount to be deducted shall be certified to the City by the Treasurer of the Association and the aggregate deductions of all Association members shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth (15) day of the succeeding month, after said deductions are made. The Association agrees to hold the City harmless over any disputes about withholding.

1.3 The City retains all the rights and authority to manage and direct its Association members, except as otherwise specified in this agreement, the City Charter, Administrative Code, the City's Personnel Rules, and N.H. State Statutes.

Those inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

Disciplinary action against members of the unit shall not be arbitrary or capricious.

ARTICLE II NEGOTIATIONS:

2.1 The Association and the City agree to participate in collective negotiations in accordance with New Hampshire RSA 273-A.

Statement of Intent

On or before November 1st prior to the expiration of the Agreement, either parties may submit to the other written notice of its intention to renegotiate concerning salaries, hours and terms and conditions of employment as defined in RSA 273-A.

Meeting and Effort

The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement on all matters raised by either party. During such negotiations, the City representative and the Association representative will present relevant data, exchange points of view, and make proposals and counter proposals.

- 2.2 The Association will make its request for meetings directly to the City Manager or his/her designated representative. The City will make its requests for meeting to the Chairman of the Association or his/her designee. The parties shall fix a mutually convenient meeting date, such date to be within fourteen (14) days after the date of the request for meeting. Either party may declare impasse at any time during the negotiations.
- 2.3 Leave from daily responsibilities shall be granted to members of the Association's Negotiating Committee, not to exceed four (4) such members, who attend meetings between the City and the Association for the purpose of negotiating the terms of an agreement or participation in grievance hearings.
- 2.4 Any agreement reached shall be reduced to writing and be signed by the City and the Association. A copy of said Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing.

ARTICLE III HOURS OF WORK: (NON-EXEMPT SEE APPENDIX B)

- 3.1 The City recognizes that the Association is composed of exempt and non-exempt professional members whose hours and methods of work are defined by the requirements of their respective positions. Specifically, members of the Association are expected to arrange work schedules on a mutually agreeable basis with the Department Head or City Manager.

ARTICLE IV LEAVE BENEFITS:

- 4.1 *(Non-Exempt see Appendix B)*

The following days shall be recognized and observed as paid holidays:

- | | |
|-------------------------------------|------------------------------|
| New Year's Day | Martin Luther King Jr. Day |
| President's Day | Memorial Day (State Holiday) |
| Juneteenth | Independence Day |
| Labor Day | Veterans Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | |
| (2 days as posted on City calendar) | |

One (1) floating holiday in lieu of Fast Day.

When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.

Any Association Members required to work by the City Manager on a holiday will receive full pay for the time worked in addition to holiday pay for that day. No other payment will be made for holidays.

4.2 *(Non-Exempt see Appendix B)*

All permanent Association members shall be entitled to vacation leave, earned in increments of a whole day beginning with the first day of employment of the current continuous employment with the City, according to the following schedule:

<u>Years of Service</u>	<u>Days Per Year Earned</u>
6 months - 1 year	5 working days
at 1 year - 5 years	10 working days
at 5 years - 10 years	15 working days
at 10 years	15 working days plus one day per year of service over 10 years

The maximum number of vacation days an employee can earn in any year is 30 days.

Members of the Association may accumulate a maximum of 15 days vacation leave. Members who earn in excess of 10 vacation days annually shall use a minimum of 10 days each year, and all members shall be required to use a minimum of 5 consecutive vacation days each year. No payments will be made by the City in lieu of vacation, but payment for accrued vacation leave will be made on termination of City service.

For employees with under 12 years of service, the City shall provide 2 personal days leave to be taken in the year given and under no circumstances will payment be made to the employee for these two unused personal days.

For recruitment purposes the City Manager may approve additional days of vacation taking into consideration years of service or previous experience.

4.3 Sick leave is granted by the City to provide employees with the ability to take time off to recover from illness without suffering loss of pay. Sick leave is granted at the rate of one (1) day per calendar month worked, credited at the end of the month. Sick leave may be accumulated for a period of up to, but not exceeding, ninety (90) days.

Sick leave may be taken as whole days or in hourly increments. It may be used for bonafide doctor's appointments or to care for a spouse or child who is ill.

Upon termination of employment all employees entitled to sick leave will receive payment equal to one half the number of accumulated sick days not to exceed forty-five (45) days at their current rate of pay. Exempt employees will be paid out at termination after 10 consecutive years of service.

If an employee dies, the sick leave accrued will be paid to the beneficiary designated on the employee's group life insurance policy.

To receive compensation while absent on sick leave, the employee shall notify his/her department head, no later than one (1) hour after the time set for the beginning of his/her daily duties. At the discretion of the Department Head or City Manager, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Department Head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days.

An employee who has accumulated eighteen (18) days of sick leave shall receive a personal day for each six-month period worked thereafter without using a sick day. The maximum balance will be 8 hours, requiring employees to use time before more time can be earned. These days are not paid out at termination.

- 4.5 Job-Connected Injury. A salaried Association member absent for a day or more, due to a job-connected injury, shall receive his/her full salary for the first one hundred eighty (180) calendar days of said job-connected injury. The amount of compensation received for the first one hundred eighty (180) days of the job-connected injury, will not be charged against the Association member's sick leave or vacation time.

If the injury is one which permanently incapacitates said Association member, application shall be made for retirement under the provisions of the New Hampshire Retirement Law and City Retirement Plan. The commencement of payment under the New Hampshire Retirement Law shall end the Association member's obligation for payment of vacation time and/or accumulated sick leave under this section.

- 4.6 *(Non-Exempt see Appendix B)*

Emergency leave may be granted to members of the Association by the City Manager without loss of pay for the purpose of jury duty or if an Association member is subpoenaed to appear before a court, public body or commission and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to and not in restriction of sick or annual leave as herein provided. Any fees received by the Association member during such paid emergency leave shall be returned to the City.

- 4.7 Military Leave. Association members who are on active reserve in any branch of the military service will be granted fifteen (15) working days to perform active military duty for reserve units at no loss in pay. Documentation of such leave shall be provided to the City Manager when requested.

- 4.8 Emergency Bereavement Leave. *(Non-Exempt see Appendix B)* All Association members shall be entitled to emergency leave up to five (5) days without loss of pay for the death or grave illness in the family of a spouse, parent, or child and up to three (3) days for the death of a grandparent, sibling or spouse's child. The family is to include a spouse, the Association member's children or spouse's children, grandmother, grandfather, mother, father, brother and sister of either the Association member or the Association member's spouse. Additional days leave with pay may be granted by the City Manager as appropriate and necessary.

- 4.9 FAMILY AND MEDICAL LEAVE POLICY
Adopt the City's Family Medical Leave Act (FMLA) Policy.

ARTICLE V INSURANCE:

5.1 Health Insurance.

Effective September 8, 2015 the City shall reimburse the AB 5 10/20/45 RX plan as follows:

1-Person	85%
2-Person	85%
Family	85%

The City, after providing twenty (20) calendar days advance written notice to the Union, may modify the plan, offer additional plans, change carriers, or convert to self-insurance. The insurance provided under this provision shall be comparable in benefits to the insurance presently provided under this Agreement.

- 5.2 Dental Insurance. Eligible full-time employees may participate in the Delta Dental Option 1E or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for the individual employee. For 2-person and family coverage the employee with pay 20% of the monthly premium cost.

- 5.3 (A) The City will continue to offer a new optional HMO health insurance plan (Access Blue) with higher co-pays and deductibles.

B) Employees who provide proof of other existing health insurance coverage, provided such coverage does not trigger any penalty or assessment against the City under the terms of the Affordable Care Act, will be eligible for an annual buy-out of five thousand dollars (\$5,000.00) (payable weekly). No employee shall receive the stipend if they are already covered by the same or similar health and/or dental plans provided by the City or School Department.

(C) The City will maintain its upgrade to the dental insurance program with limited coverage for crowns, bridges and dependent orthodontics.

- 5.4 Workers Compensation. The City shall provide and maintain Workers Compensation Insurance coverage on each Association member covered by the Agreement as provided for under the State Statute.

- 5.5 All Association members shall be entitled to life insurance coverage in the amount of base salary and double indemnity for accidental death or dismemberment at no cost to the Association members. *(Non-exempt see Appendix B)*

- 5.6 The City will defend and indemnify employees covered by this agreement from claims arising from the lawful discharge of their official duties in the position they hold for the City.
- 5.7 Defense of Law Suits. The City shall indemnify and hold harmless any Association member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney(s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit, or judgment arising out of any act or omission of the Association member if, at the time of the act or omission, the Association member was acting within the scope of his/her employment of office.

ARTICLE VI LONGEVITY

- 6.1 Commencing on December 1, 2023, bargaining unit members will be eligible to receive an annual longevity stipend. Payment of a longevity stipend will be based on an employee's completion of the following number of consecutive years of full-time employment as of December 1:

Completion of at least 3 years	\$1,000
Completion of at least 5 years	\$1,500
Completion of at least 10 years	\$2,000
Completion of at least 15 years	\$2,500
Completion of at least 20 years	\$3,000
Completion of at least 25 years	\$3,500

There will be no pro rata accrual or payment of this longevity stipend – an employee must be employed on December 1 to be eligible for the stipend.

ARTICLE VII RETIREMENT:

- 7.1 The City will provide a defined benefit retirement plan through the New Hampshire Retirement System.

ARTICLE VIII EDUCATIONAL: (Non-Exempt see Appendix B)

- 8.1 The parties of this Agreement hereby acknowledge the importance and benefit of maintaining well-educated and capable employees.
- 8.2 Each Association member shall be entitled to course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager is required, and the City may require an Association member to execute an agreement to remain in the employment of the City for a period of time following completion of a course for which the City pays all or part of the cost of training. The agreement will require the Association member to return the cost of the training to the City as liquidated damages for leaving City employment prior to the expiration of the agreement.

ARTICLE IX TRAINING & TRAVEL:

- 9.1 All Association members shall be entitled to attend seminars and conferences at no expense to the member, subject to budgetary provisions and with the pre-approval of the City Manager.
- 9.2 Travel Expenses - Mileage. When authorized an Association member who utilizes a privately owned vehicle for official use on City business will be reimbursed at the current IRS rate per mile for actual miles traveled (odometer reading). The fare of all other means of transportation such as air travel, bus, etc., will be purchased by the City unless an emergency prevents the advance purchase in which case the Association member will be reimbursed for reasonable expenses.
- 9.3 Expenses. An Association member will be reimbursed for all reasonable expenses incurred while traveling on behalf of the City. Within five (5) working days of returning from authorized travel, a report of expenses incurred with receipts must be submitted along with a trip report. Advance payment must be properly accounted for and any advances not properly accounted for returned to the City immediately.
- 9.4 Memberships in Associations. The City shall pay one hundred percent (100%) of the cost of Association members memberships in appropriate professional organizations, subject to budgetary provisions and with the pre-approval of the City Manager.

ARTICLE X GRIEVANCE PROCEDURE:

- 10.1 Grievance shall be defined as meaning disputes or disagreements arising out of the application or interpretation of the provisions of this agreement. Said grievances shall be processed in the following manner:

The aggrieved Association member, along with the Chairman of the Association or designee, if requested by the aggrieved member, shall first informally discuss the grievance with the City Manager. If the Association member is not satisfied with the informal opinion rendered by the City Manager, he/she may submit his/her grievance in writing setting forth the specific clause(s) of the agreement that are allegedly being violated, and the manner in which it is being violated for a formal decision from the City Manager. The City Manager shall render his/her decision in writing within fifteen (15) calendar days of his/her receipt of the grievance.

If the decision of the City Manager is not acceptable to the Association member, he/she may appeal to the New Hampshire Public Employee Labor Relations Board within ten (10) calendar days of his/her receipt of the City Manager's decision. The decision of the arbitrator shall be final and binding on both parties to this agreement. Provided that if the aggrieved Association member desires he/she may, within ten (10) calendar days of his/her receipt of the City Manager's decision, and before appealing to the New Hampshire Public Employee Labor Relations Board, request a meeting with the City Manager to attempt selection of a mutually acceptable arbitrator to hear the issues and render a final and binding decision. If a mutually acceptable arbitrator cannot be selected within five (5) calendar days of the initial selection meeting, the aggrieved Association member may appeal to the New Hampshire Public Employee Labor Relations Board as set forth in the

first clause of this section within fifteen (15) calendar days of the initial selection meeting between the aggrieved Association member and the City Manager.

The cost of arbitration shall be borne equally by the Association and the City.

In choosing an arbitrator, the PELRB procedure shall be followed, unless waived by the aggrieved member and the City.

Either party may appeal the arbitrator's award in accordance with RSA 542.

If an Association member receives a letter in regards to disciplinary action it will be removed from his/her permanent record three (3) years after its issuance. Notations of verbal warnings shall be removed after one year.

ARTICLE XI SAVINGS CLAUSE:

11.1 If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE XII LENGTH OF CONTRACT:

12.1 This agreement shall be in full force and effect commencing upon the date of execution unless otherwise provided specifically in any article hereof, and shall continue through June 30, 2026 and then from year to year unless otherwise provided in any section hereof.

ARTICLE XIII SALARIES:

13.1 Attached as Appendix A.

ARTICLE XIV COPIES:

14.1 All members, including new members shall be provided with an electronic copy of this Agreement and all appendices. The City will allow members the ability to access and print from their work computers. The City will comply with the provisions of NH RSA 273-A.

ARTICLE XV AGREEMENT:

15.1 This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions, provided that benefits presently received by members shall continue during the course of their employment unless specifically waived.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed on the 8th day of MARCH, 2023, as indicated by their duly authorized representatives,

City of Somersworth
Robert Belmont
City Manager

Somersworth Public Administrators Association
Paul Hall

Appendix A
SALARY SCHEDULE

<u>Position</u>	<u>Grade</u>
Chief Assessor	25
City Clerk	23
City Engineer	31
Code Compliance Officer	20
Code Enforcement Officer	23
Library Director	25
Planner	25
Recreation Director	21
Recreation Supervisor	19
Tax Collector	23
Welfare Officer	21

Effective 7/1/23 7%																																																									
GRADE		HIRE	1	2	3	4	5	6	7																																																
19	H	24.60	25.62	26.66	27.77	28.84	30.01	31.21	32.46																																																
20	H	25.92	26.96	27.98	29.11	30.27	31.45	32.71	34.02																																																
<table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Grade</u></th> <th></th> <th style="text-align: left;"><u>Minimum</u></th> <th style="text-align: left;"><u>Maximum</u></th> </tr> </thead> <tbody> <tr><td align="right">21</td><td align="center">A</td><td align="right">56,102.68</td><td align="right">71,382.61</td></tr> <tr><td align="right">22</td><td align="center">A</td><td align="right">58,861.58</td><td align="right">75,842.09</td></tr> <tr><td align="right">23</td><td align="center">A</td><td align="right">61,734.88</td><td align="right">78,627.51</td></tr> <tr><td align="right">24</td><td align="center">A</td><td align="right">64,779.73</td><td align="right">82,433.35</td></tr> <tr><td align="right">25</td><td align="center">A</td><td align="right">67,942.66</td><td align="right">86,599.67</td></tr> <tr><td align="right">26</td><td align="center">A</td><td align="right">71,275.95</td><td align="right">90,051.99</td></tr> <tr><td align="right">27</td><td align="center">A</td><td align="right">73,559.20</td><td align="right">95,355.19</td></tr> <tr><td align="right">28</td><td align="center">A</td><td align="right">78,461.00</td><td align="right">99,945.65</td></tr> <tr><td align="right">29</td><td align="center">A</td><td align="right">82,312.71</td><td align="right">104,957.68</td></tr> <tr><td align="right">30</td><td align="center">A</td><td align="right">86,334.84</td><td align="right">109,378.04</td></tr> <tr><td align="right">31</td><td align="center">A</td><td align="right">90,590.54</td><td align="right">114,655.22</td></tr> </tbody> </table>										<u>Grade</u>		<u>Minimum</u>	<u>Maximum</u>	21	A	56,102.68	71,382.61	22	A	58,861.58	75,842.09	23	A	61,734.88	78,627.51	24	A	64,779.73	82,433.35	25	A	67,942.66	86,599.67	26	A	71,275.95	90,051.99	27	A	73,559.20	95,355.19	28	A	78,461.00	99,945.65	29	A	82,312.71	104,957.68	30	A	86,334.84	109,378.04	31	A	90,590.54	114,655.22
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Effective 7/1/24 6%									
GRADE		HIRE	1	2	3	4	5	6	7
19	H	26.08	27.16	28.26	29.44	30.57	31.81	33.08	34.41
20	H	27.48	28.58	29.66	30.86	32.09	33.34	34.67	36.06

<u>Grade</u>		<u>Minimum</u>	<u>Maximum</u>
21	A	59,468.84	75,665.57
22	A	62,393.27	80,392.62
23	A	65,438.97	83,345.16
24	A	68,666.51	87,379.35
25	A	72,019.22	91,795.65
26	A	75,552.51	95,455.11
27	A	77,972.75	101,076.50
28	A	83,168.66	105,942.39
29	A	87,251.47	111,255.14
30	A	91,514.93	115,940.72
31	A	96,025.97	121,534.53

Effective 7/1/25 3%									
GRADE		HIRE	1	2	3	4	5	6	7
19	H	26.86	27.97	29.11	30.32	31.49	32.76	34.07	35.44
20	H	28.30	29.44	30.55	31.79	33.05	34.34	35.71	37.14

<u>Grade</u>		<u>Minimum</u>	<u>Maximum</u>
21	A	61,252.91	77,935.54
22	A	64,265.07	82,804.40
23	A	67,402.14	85,845.51
24	A	70,726.51	90,000.73
25	A	74,179.80	94,549.52
26	A	77,819.09	98,318.76
27	A	80,311.93	104,108.80
28	A	85,663.72	109,120.66
29	A	89,869.01	114,592.79
30	A	94,260.38	119,418.94
31	A	98,906.75	125,180.57

Appendix B
NON-EXEMPT

Code Compliance Officer and Recreation Supervisor

Article III Hours of Work (In place of 3.1)

Working Hours

Normal working hours are established by Department Heads with the approval of the City Manager. Hours are normally those which best accommodate the needs of the public. The normal work day is 8 hours for full time employees with a minimum of one-half hour unpaid break for lunch break.

Overtime

Overtime will be paid to employees not exempt from the FLSA at the overtime rate of one and one-half times the adjusted base rate of pay for time worked in excess of eight (8) hours per day and of forty (40) hours per week. Overtime within a class will be offered on an equal basis wherever possible.

At the discretion of the Department Head, compensatory time off may be granted rather than overtime pay. If an employee works more than 40 hours in a week, compensatory time off not taken during the same pay period accumulates at the rate of one-and-one-half times the time actually worked. Compensatory time off only applies to time to be taken in a pay period after the period when the overtime is worked. The FLSA has detailed rules regarding granting and accumulating compensatory time which must be fully understood by the employee and department head before being granted. In case of conflict between these rules and the FLSA, the FLSA will be followed.

Article IV Leave Benefits

Holidays (In addition to 4.1)

To receive holiday pay, an employee must work the scheduled working day before and after the holiday unless on authorized leave.

Vacation (In place of 4.2)

Vacation is earned in increments of a whole day beginning with the first day of employment of the current employment with the City according to the schedule below:

<u>Years of Service</u>	<u>Days per Year Earned</u>
6 mo. to 1 year	5 working days
over 1 yr. to 5 yrs.	10 working days over
5 yrs. to 10 yrs.	15 working days
Over ten years	15 working days plus one day per year of service over ten years.

Vacation leave will be granted when, in the opinion of the City Manager or Department Head, it shall be convenient to the conduct of departmental and all city operations, but no department head will withhold the vacation leave of any employee in excess of twelve (12) months. Vacation leave will be credited to the employee on the anniversary date at the end of the year in which vacation was earned and must be used within one year of the date credited. Vacation time will not accumulate from year to year. No payments will be made to any City

employee in lieu of vacation BUT payment for accrued vacation will be made on termination from the City service.

Emergency Leave (In place of 4.8)

Three days leave with pay may be granted by the City Manager for emergency purposes which includes critical illness or death in the immediate family, subpoena to appear before a court, public body or commission, and other appropriate situations. Emergency leave supplements sick leave and annual.

For the purpose of this section, immediate family is spouse and children of the employee, children of the spouse, grandmother, grandfather, mother, father, brother and/or sister of either the employee or the employee's spouse.

Jury Duty (In place of 4.6)

If called for jury duty, the City will pay the difference between the employee's regular rate and the amount paid by the Courts. Such payment will be made upon verification of court payment.

Maternity Leave

Inability to work shall be considered a non-job-related disability for a female employee so affected and she shall be entitled to the same benefits as an employee unable to work due to a non-job-related illness or disability. In addition, a minimum of 45 days maternity leave will be allowed a female employee without loss of time or position, starting at delivery day. No money will be paid to an employee by the City during this 45 day period unless the employee takes sick leave or vacation. The employee shall return to work the first Monday following the 45-day period, unless the employee applies for an extension, to be approved or disapproved by the City Manager.

Other Leaves of Absence

Other leaves of absence may be granted, with or without pay, by the City Manager when in the best interests of the City. Vacation and sick leave will not accumulate during a leave of absence without pay.

Article V Insurance

Life Insurance (In addition to 5.5)

Any person who has retired from City service with 25 years or more service shall receive life insurance as provided above.

Article VIII Educational (In place of 8.1 and 8.2)

Training and Education

Requirement to Take Training

An employee may be required to participate in job related programs. Expenses for required training will be paid for by the City and time spent in this training will be paid the same as time worked in the employee's regular position.

Education Reimbursement

The City will provide educational reimbursement to employees who complete approved training courses relating to their current responsibilities or as part of an approved career development program:

- a. Payment will be for fifty percent (50%) of the cost of the course.

- b. Courses must be approved in advance by the Department Head and the Personnel Department.
- c. Once a course has been approved an advance may be made to the employee of one-half (1/2) of the authorized fifty percent (50%) of the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory course completion.
- d. If employment is terminated prior to the completion of the course, the employee will not be eligible for any reimbursement and will refund any money advanced on enrollment.
- e. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying, and funds available.
- f. If a course is paid for in whole or in part through a Federal or State program then the City will not reimburse for the amount of the grant.
- g. The City may require an employee to execute an agreement to remain in the employment of the City for a period of time following completion of a course for which the City pays all or part of the cost of the training. The agreement will provide the employee to return the cost of the training to the City as liquidated damages for leaving City employment prior to the expiration of the agreement