

**WAGE AND WORKING
AGREEMENT**

Between

THE CITY OF SOMERSHOREX, NH

AND

**PUBLIC WORKS/HIGHWAY DEPARTMENT
AFSCME COUNCIL 93, LOCAL 863**

October 21, 2013 to June 30, 2015

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WAGE AND WORKING AGREEMENT BETWEEN

THE CITY OF SOMERSWORTH, N.H.

AND

AFSCME, LOCAL #863

THIS AGREEMENT IS MADE AND ENTERED INTO BY THE CITY OF SOMERSWORTH FOR ITS PUBLIC WORKS DEPARTMENT, HERENAFTER CALLED THE HIGHWAY DEPARTMENT, AND LOCAL UNION 863 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, HERENAFTER CALLED THE UNION, REPRESENTING THE EMPLOYEES OF THIS DEPARTMENT WHO ARE MEMBERS OF LOCAL #863.

WITNESSETH

WHEREAS, THE UNION ESTABLISHES ITSELF AS THE SOLE AND EXCLUSIVE REPRESENTATIVE OF ALL EMPLOYEES OF THE HIGHWAY DEPARTMENT WHO ARE ON A REGULAR ACTIVE DUTY WITH THE DEPARTMENT AND ARE PRESENTLY ENROLLED ON THE DEPARTMENTAL PAYROLL.

NOW THEREFORE, THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS A RESULT OF COLLECTIVE BARGAINING AS FOLLOWS:

ARTICLE I RECOGNITION:

- 1.1 THE CITY OF SOMERSWORTH HEREBY AGREES AND DOES HEREBY RECOGNIZE THE UNION AS THE SOLE AND EXCLUSIVE REPRESENTATIVE OF ALL THE EMPLOYEES OF THE HIGHWAY DEPARTMENT EXCEPT THOSE EMPLOYEES WHO ARE IN SUPERVISORY CAPACITY OR HAVE THE RIGHT TO HIRE OR FIRE, FOR THE PURPOSE OF BARGAINING WITH RESPECT TO WAGES, HOURS OF WORK AND WORKING CONDITIONS.
- 1.2 THE CITY OF SOMERSWORTH AGREES THAT IT WILL NOT INTERFERE WITH THE RIGHT OF THE EMPLOYEES TO BECOME MEMBERS OF THE UNION AND FURTHER AGREES THAT THERE SHALL BE NO DISCRIMINATION, INTERFERENCE, RESTRAINT, OR COERCION BY THE DEPARTMENT OF ANY OF ITS AUTHORIZED AGENTS AGAINST ANY EMPLOYEE BECAUSE OF HIS/HER MEMBER SHIP IN THE UNION, OR BECAUSE OF PRESENTING A GRIEVANCE AGAINST ANY EMPLOYEE WHO MAY REPRESENT OTHERS IN DISCHARGE OF HIS/HER DUTIES AS A MEMBER OF ANY COMMITTEE OF THE UNION. THE UNION AGREES FOR ITSELF, THAT ITS MEMBERS INDIVIDUALLY AND COLLECTIVELY, WILL PERFORM LOYAL AND EFFICIENT WORK AND SERVICE AND TO USE ITS AND THEIR INFLUENCE IN THE BEST EFFORTS TO PROMOTE AND ADVANCE THE INTEREST OF THE DEPARTMENT AND THE CITY AT ALL TIMES.
- 1.3 THE INCUMBENT GENERAL FOREMAN WILL REMAIN IN THE BARGAINING UNIT UNTIL RETIREMENT AT WHICH TIME THE PARTIES AGREE TO DELETE THE POSITION OF GENERAL FOREMAN FROM THE BARGAINING UNIT AND A MUTUAL PETITION FOR MODIFICATION WILL BE SUBMITTED TO THE PELRB AT THAT TIME.
- 1.4 THE UNION WILL PROVIDE THE PUBLIC WORKS DIRECTOR AND THE CITY MANAGER WITH A LIST OF UNION OFFICERS BY JANUARY 1 OF EACH YEAR.

ARTICLE II AGENCY SHOP:

- 2.1 Whenever re-employments are made or the Highway Department hires new employees they shall, within thirty (30) working days, become members of Local #863 by presenting to the Highway Department a proper authorization card approved by the Union, for the collection of dues, or in the alternative if the employee chooses not to join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

ARTICLE III WORK DAY/WORK WEEK:

- 3.1 The normal work week shall consist of forty (40) hours per week, and it shall consist of any work performed up to eight (8) hours of work per day, Monday through Friday at straight time. The work day shall commence at 7:00 a.m. to 3:00 p.m., provided the employees will have a twenty (20) minute lunch break (to be taken on the job site) and scheduled between 11:00 a.m. and 1:00 p.m., and provided that the employees will have a ten (10) minute break no later than 1:30 p.m. Any work performed over eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the rate of time and one half. Except for holidays and early calls, overtime shall not be compounded, pyramided or added-together and an employee shall not be paid twice for the same time worked. If a holiday falls during the work week, it shall be considered as eight (8) hours work and the time shall be applied to constitute the forty (40) hour work week. Any work performed over eight (8) hours in any one day shall be paid at the rate of time and one half regardless of whether or not the employee works a forty (40) hour work week. Any work performed on Saturday or Sunday shall be paid at the time and one half rate over and above the current hourly rate.

The City may establish alternative summer schedules consisting of four 10-hour days or four 9-hour days and one 4-hour day.

- 3.2 The parties will agree to a seniority list of members in the bargaining unit. The employee on the top of the seniority list will be offered the first overtime assignment, then fall to the bottom of the list whether the employee takes the overtime or not. The list will continue to rotate whenever overtime is offered. In the event no other employees will accept an overtime assignment, the least senior employee who is available and qualified may be ordered in to cover the overtime.
- 3.3 At the discretion of the employee and upon 48 hours advance notice and subject to the needs of the City, compensatory time-off may be granted rather than overtime. Compensatory time shall accumulate at the rate of one and one-half times the actual hours worked. For work performed on a holiday, compensatory time shall accumulate at straight time plus one and one-half times the normal hours worked. Compensatory time may be accumulated up to a maximum of 160 compensatory hours. Any request for compensatory time off will not be unreasonably withheld.
- 3.4 It is specifically recognized by the Union that the work of the Division is varied and, to a certain extent, uncontrollable. Employees of the Union may be required to work outside of normal work hours with little or no notice. Employees are expected to hold themselves reasonably available for recall when it would be expected that work would be required, for example, during snow storms, heavy rainfall and natural disasters.

- 3.5 ALL FULL TIME EMPLOYEES WILL BE OFFERED THE FIRST OPPORTUNITY TO WORK ALL CALL-INS IN ACCORDANCE WITH ARTICLE 3.2 PRIOR TO ANY SEASONAL, TEMPORARY OR PART TIME EMPLOYEES.

ARTICLE IV CHECK OFF:

- 4.1 UPON AN INDIVIDUAL WRITTEN AUTHORIZATION CARD BY AN EMPLOYEE AND APPROVED BY THE UNION, THE CITY AGREES TO DEDUCT FROM EACH EMPLOYEE SO AUTHORIZED THE AMOUNT CERTIFIED BY THE LOCAL AS UNION DUES TO BE COLLECTED FROM THE FIRST AND SECOND PAY CHECK OF EACH MONTH AND THE SAME (DUES COLLECTED) SHALL BE REMITTED TO THE UNION TREASURER ON A MONTHLY BASIS PROVIDED, HOWEVER, THAT IF ANY EMPLOYEE HAS NO PAY CHECK COMING TO HIM/HER OR THE CHECK IS NOT LARGE ENOUGH TO SATISFY THE ASSIGNMENTS, THEN AND IN THAT EVENT, NO DUES WILL BE COLLECTED FROM SAID EMPLOYEE FOR THAT MONTH.
- 4.2 WHEN FORWARDING UNION DUES TO THE UNION TREASURER, THE CITY WILL SUPPLY A COMPLETE LIST OF ALL PERSONS WHO HAVE PAID SAID DUES AND ALSO, A LIST OF THE NAMES AND ADDRESSES OF ANY NEW OR RE-EMPLOYED EMPLOYEES AND THEIR DATE OF EMPLOYMENT.

ARTICLE V CLASSIFICATION AND PROBATIONARY PERIOD:

- 5.1 THE FOLLOWING CLASSIFICATIONS OF EMPLOYEES ARE ESTABLISHED: SEASONAL, TEMPORARY AND REGULAR.
- A. SEASONAL EMPLOYEES ARE HIRED FOR A SPECIFIC SEASON'S WORK AND MAY BE REHIRED DURING SUCCEEDING YEARS OR SEASONS WITHOUT BECOMING REGULAR EMPLOYEES. SEASONAL EMPLOYEES MAY BE HIRED FOR A SEASON NOT TO EXCEED 179 DAYS AND SHALL HAVE NO SENIORITY RIGHTS AND SHALL RECEIVE NO BENEFITS OTHER THAN REQUIRED BY LAW.
 - B. TEMPORARY EMPLOYEES ARE HIRED FOR A PARTICULAR PURPOSE OR REASON BUT WITHOUT THE EXPECTATION OF BECOMING REGULAR EMPLOYEES. TEMPORARY EMPLOYEES MAY BE HIRED FOR A PERIOD NOT TO EXCEED ONE YEAR AND SHALL BE SUBJECT TO ALL CLAUSES OF THIS AGREEMENT AFTER SERVING THE PROBATIONARY PERIOD EXCEPT THOSE OF SENIORITY. QUALIFIED TEMPORARY EMPLOYEES SHALL BE GIVEN PREFERENCE IN FILLING REGULAR POSITIONS SHOULD THEY BECOME AVAILABLE DURING THE PERIOD OF TEMPORARY EMPLOYMENT.
 - C. REGULAR EMPLOYEES ARE THOSE HIRED TO FILL PERMANENT POSITIONS WITH THE EXPECTATION OF CONTINUING THEIR EMPLOYMENT FOR ONE (1) YEAR OR MORE.
- 5.2 NEW TEMPORARY AND REGULAR EMPLOYEES SHALL SERVE A PROBATIONARY PERIOD OF TWELVE (12) MONTHS DURING WHICH ANY SUCH EMPLOYEE MAY BE TERMINATED FOR THE CONVENIENCE OF THE CITY WITHOUT RECOURSE TO THIS CONTRACT. A TEMPORARY EMPLOYEE TAKEN ON AS A REGULAR EMPLOYEE WITH NO BREAK IN SERVICE SHALL HAVE THEIR TEMPORARY EMPLOYMENT COUNTED TOWARDS THE PROBATIONARY PERIOD.

ARTICLE VI SENIORITY:

- 6.1 AN EMPLOYEE'S SENIORITY SHALL COMMENCE WITH HIS/HER HIRING DATE PROVIDED THE EMPLOYEE IS NOT DISCHARGED AND IS IN THE DEPARTMENT'S CONTINUOUS EMPLOYMENT BEYOND THE PROBATIONARY PERIOD.

- 6.2 In case of layoff, the employee with the least seniority shall be laid off first and shall be rehired back by the Department according to his/her seniority at the time he/she was laid off, providing he/she is qualified.
- 6.3 An employee shall not forfeit seniority for absences caused by:
- A. Illness resulting in total temporary disability due to his/her regular work with the Department certified to by an affidavit from the Workman's Compensation carrier.
 - B. Illness not the result of his/her own misconduct resulting in total temporary disability certified to by a physician's affidavit every three months.

ARTICLE VII PROMOTIONS AND TRANSFERS:

- 7.1 The Department reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duty, but shall be governed by departmental seniority where equal qualifications, ability and performance of duty, as determined by the Department, have been demonstrated.
- 7.2 Jobs to be filled through promotion shall be posted on the Department Bulletin Board for a period of five (5) working days. Management shall make a determination of the filling of such posted position not later than sixty (60) working days after the close of the posting period.
- 7.3 After an award is made of a promotion the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted, in accordance with the grievance procedure.
- 7.4 Vacancies in management positions which are excluded from the bargaining units shall be posted on the Departmental Bulletin Board, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.
- 7.5 Wherever possible, promotions within the bargaining unit shall be made from the ranks of regular employees who are employed by the Department.
- 7.6 Employees in the Department who are absent during the entire posting period shall be automatically placed on the list for consideration of the position(s); provided, however, that such employee may at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work.
- 7.7 Job posting shall include pertinent job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.
- 7.8 The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent.
- 7.9 If qualified candidates are not available or have not responded to the posting within a department the job will then be filled by normal personnel policies and practices of the City.

- 7.10 An employee who is promoted to a higher-level position shall be placed in a probationary status for not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher-level duties then he/she shall be reduced in the status to the same classification, pay grade and pay step as he/she had obtained prior to promotion.
- 7.11 Lateral Transfers. An employee who has been promoted or transferred shall only be eligible for additional lateral transfers within the same pay grade after one (1) year on the job, unless waived by the Department Head.

ARTICLE VIII CALL BACK:

- 8.1 Any person who has left their place of employment and is being recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half: provided that the employee punches in one (1) hour or more prior to the scheduled shift and provided, further, than an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for an additional emergency or overtime without the additional three (3) hours minimum work guarantee. Employees held over after a normal shift without a break in service shall not be eligible for the call back minimum.
- 8.2 Any employee who is called in one (1) hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in the previous section of this article.
- 8.3 Employees who are assigned during their normal off-duty hours to standby, for snow removal or any emergency service problem, in immediate communication with the Department during any standby period, and available to report to work on immediate notice shall be compensated at the rate of thirty-two (\$32.00) per standby day for each day they are assigned to standby. Employees must "punch in" for work within 45 minutes of being paged to be eligible for standby payment. For the purpose of this section, a standby week shall mean Monday through Friday (16 hours per day) and Saturday and Sunday (24 hours per day). Therefore, employees who standby for seven (7) consecutive days shall be paid at the rate of two hundred twenty-four dollars (\$224.00) per week. There shall be no reduction of the standby rate as defined in the preceding section, in the event an employee on standby is called in and reports to work. The City shall provide pagers to personnel assigned to standby and employees will be considered in immediate communication while the pager is able to be activated by the City's transmitter.

ARTICLE IX SHIFT DIFFERENTIAL:

- 9.1 The City may establish a second or third shift to suit specific jobs that in the benefit of the public interest must be performed at other than regular working hours.
- A. employees who will work on these shifts must be given at least ten (10) days notice prior to being assigned to the second or third shift. No notice needs to be provided on or in the immediate aftermath of snow storms, heavy rainfall, natural disasters, or other events when it would be expected that work would be required.

- B. an employee who is assigned for all hours worked, to the second shift shall be paid thirty-five cents (\$0.35) per hour over their regular hourly rate,
- C. an employee who is assigned to the third shift shall be paid sixty cents (\$0.60) per hour over their regular hourly rate,
- D. at no time will the second or third shift differential be used as a subterfuge or dodge to avoid paying overtime.

ARTICLE X FRINGE BENEFITS AND VACATION

10.1 All employees who have completed one (1) year of continuous service shall be entitled to vacation as follows:

2 nd year through 5 th year	10 days each year
6 th year through 11 th year	15 days each year
12 th year through 20 th year	20 days each year
21 st year	21 days each year
22 nd year	22 days each year
23 rd year	23 days each year
24 th year	24 days each year
25 th year	25 days (maximum) each year

All vacations shall be granted by seniority, based upon continuous service.

10.2 Paid Holidays: All regular employees shall be paid the following holidays. Should a holiday fall on Sunday, it shall be celebrated on Monday as with all regular employees being paid for this day. Should a holiday fall on Saturday, all regular employees shall be paid for that holiday in addition to their regular pay, unless the Friday before is designated as the holiday.

The following eleven days are observed as paid holidays by the City in lieu of all other state and federal holidays:

New Year's Day

Martin Luther King Jr. Day

Washington's Birthday

Memorial Day (State holiday)

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas (2 days as posted on City calendar)

Two (2) floating holidays

(floating holidays to be taken within the contract year and scheduled at least one week in advance)

- 10.3 All employees who work on any of the above named holidays shall receive their straight time pay at the regular hourly rate for the holiday. All hours worked on a holiday shall be at the rate of time and one half over and above his/her regular pay.
- 10.4 All employees shall be entitled to the holiday pay provided he/she has worked the day preceding the holiday and the day following the holiday; provided, however, that he/she is scheduled to work on these days if he/she is absent for substantial reason or emergency, or if the employee is absent from work due to illness.
- 10.5 Insurance: The City of Somersworth agrees to provide life insurance and accident and sickness benefits as all other City employees presently receive. The income protection insurance shall provide a benefit of 2/3rds of weekly salary up to five hundred dollars (\$500.00) per week for twenty-six (26) weeks beginning on the fifteenth day of an accident and the fifteen day of an illness.
- 10.6 Funeral Leave: Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Grandchild	Son-in-law
Aunt/Uncle	Daughter-in-law

Under extenuating circumstances, additional days with pay may be granted under the above sections, with the written approval of the Department Head or City Manager. Paid days off to attend the funeral of an in-law are available only if the employee or child is currently married to the blood relative of the deceased.

- 10.7 Flu Shots: The City agrees to supply flu shots on an annual basis to each employee of the Highway Department. In years when the City does not administer the flu vaccinations, employees will receive the shots from their personal physicians and submit the claim to the insurance carrier. In such years only, the City will reimburse the employee for any office visit co-pay paid by an employee to obtain the flu shot.
- 10.8 For employees hired before July 1, 1994 the City shall pay, annually in the first full pay period in December, longevity according to the following schedule:

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After 5 years of consecutive service	=	\$208.00
After 10 years of consecutive service	=	\$416.00
After 15 years of consecutive service	=	\$832.00
After 20 years of consecutive service	=	\$1,248.00
After 25 years of consecutive service	=	\$1,664.00

Employees hired after July 1, 1994, are not eligible to receive this benefit.

10.9 Personal Days: Each fiscal year employees will receive two personal days, which must be used in the fiscal year received and at the discretion of the Director of Public Works and Utilities.

10.10 Education Incentive Reimbursement: The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards:

- A. Payment of seventy-five percent (75%) of the cost of such courses, but not to exceed \$400.00 per employee in a fiscal year and not to exceed the total budgeted amount of \$3,000 for this program.
- B. Courses must be approved in advance by the Department Head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained from the Personnel Director for the course.
- C. Once a course has been approved as meeting the requirement in an advance will be made to the employee of one-half (1/2) of the authorized course tuition and books, not to exceed \$150.00. The remainder of the course reimbursement, not to exceed \$150.00 will be paid to the employee upon presentation of a certificate of satisfactory completion of the course. If the course is not satisfactorily completed the employee shall return any funds advanced for the course and will not be reimbursed.
- D. If an employee's employment ends prior to the completion of the course, the employee will not be eligible for any reimbursement and shall refund any money advanced to the City. The employer may withhold the advance from the employee's final paycheck. In any case, the Union shall not be held liable where the employer cannot recover the funds advanced to any employee.
- 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 such amount, it being the intent of this section to eliminate double payment for any course.

- 10.11 Meal Allowance: DURING EACH TWELVE (12) CONSECUTIVE HOURS OF WORK IN AN EMERGENCY, EMPLOYEES SHALL BE ELIGIBLE FOR A MEAL ALLOWANCE OF UP TO TEN DOLLARS (\$10.00). EMPLOYEES MUST SUBMIT A MEAL PURCHASE RECEIPT(S) TO RECEIVE THE MEAL ALLOWANCE REIMBURSEMENT.
- 10.12 AN EMPLOYEE WILL BE ENABLED TO CONTINUE AT FULL SALARY STATUS FOR UP TO THE FIRST ONE HUNDRED AND EIGHTY (180) DAYS OF LEAVE TAKEN AFTER SUFFERING A WORK-RELATED INJURY THAT IS COVERED BY WORKERS' COMPENSATION INSURANCE, UNLESS IT IS DETERMINED THAT THERE IS NO POSSIBILITY THAT THE INDIVIDUAL WILL RETURN TO WORK. DURING THIS UP TO ONE-HUNDRED AND EIGHTY (180) DAY PERIOD OF LEAVE, THE CITY WILL PAY THE DIFFERENCE BETWEEN THE WORKERS' COMPENSATION PAYMENT THAT THE EMPLOYEE RECEIVES AND THE EMPLOYEES' REGULAR BASE PAY. IF AN EMPLOYEE IS CLEARED TO RETURN TO WORK AT ANY TIME, IN ANY CAPACITY, DURING THIS ONE-HUNDRED AND EIGHTY (180) DAY PERIOD OF LEAVE, THIS BENEFIT WILL IMMEDIATELY END AND IT WILL NOT BE RENEWED FOR THE SAME WORK-RELATED INJURY.

ARTICLE XI GRIEVANCE PROCEDURE:

- 11.1 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:
- 11.2 STEP 1. AN EMPLOYEE HAVING A GRIEVANCE MUST SUBMIT THE GRIEVANCE IN WRITING TO HIS/HER DEPARTMENT HEAD WITHIN SEVEN (7) WORK DAYS OF THE EVENT GIVING RISE TO THE GRIEVANCE OR THE DATE THE EMPLOYEE COULD REASONABLY HAVE BEEN FIRST MADE AWARE OF THE EVENT. THE DEPARTMENT HEAD SHALL FILE HIS/HER ANSWER WITHIN TWO (2) WORK DAYS IN WRITING FROM THE DATE HE/SHE RECEIVES NOTICE OF THE GRIEVANCE.
- 11.3 STEP 2. IF THE GRIEVANT OR THE UNION DISAGREE WITH THE DECISION OF THE DEPARTMENT HEAD, THE GRIEVANCE MAY BE SUBMITTED TO THE CITY MANAGER WITHIN TEN (10) WORK DAYS. THE CITY MANAGER SHALL HAVE TEN (10) WORK DAYS TO RENDER HIS DECISION.
- 11.4 STEP 3. IF THE UNION IS NOT SATISFIED WITH THE DECISION OF THE GRIEVANCE, BY THE CITY MANAGER, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) WORK DAYS, THE UNION MAY SUBMIT IN WRITING A REQUEST TO THE PUBLIC EMPLOYEES LABOR RELATIONS BOARD FOR THE APPOINTMENT OF AN ARBITRATOR, TO RESOLVE SAID GRIEVANCE. IF THE UNION FAILS TO SUBMIT SUCH WRITTEN REQUEST FOR THE APPOINTMENT OF AN ARBITRATOR WITHIN SAID TWENTY (20) WORK DAYS OF THE ORIGINAL DATE THE CITY MANAGER RECEIVED THE GRIEVANCE, THE GRIEVANCE SHALL BE DEEMED ABANDONED AND NO FURTHER ACTION SHALL BE TAKEN WITH RESPECT TO SUCH GRIEVANCE.
- 11.5 THE ARBITRATOR SHALL NOT HAVE THE POWER TO ADD, IGNORE, OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- 11.6 THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES AS TO THE MATTER IN DISPUTE.
- 11.7 THE EXPENSES OF THE ARBITRATOR SHALL BE SHARED EQUALLY BY THE PARTIES. EACH PARTY SHALL MAKE ARRANGEMENTS FOR, AND PAY THE EXPENSES OF, ANY WITNESSES WHO ARE NOT CITY EMPLOYEES WHO ARE CALLED BY THEM.

- 11.8 If said grievance is not processed within the time limits set forth in sections 11.2, 11.3, and 11.4 the matter shall be dismissed and no further action shall be taken with respect to such grievance.
- 11.9 Time limits may be extended or by-passed by mutual agreement of the parties.
- 11.10 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred, at the discretion of the arbitrator.
- 11.11 Either party may appeal an arbitrator's decision to the Superior Court in accordance with RSA 542.

ARTICLE XII DISCIPLINARY PROCEDURES

- 12.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
- 12.2 All suspensions and discharges must be stated in writing with reason stated and a copy given to the employee and the Union at the time of suspension or discharge.
- 12.3 Disciplinary actions shall normally follow this order:
- A. verbal warning,
 - B. written warning,
 - C. suspension without pay,
 - D. discharge.

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

- 12.4 An employee may be suspended or discharged for, but not limited to the following reason:
- A. misconduct during employment,
 - B. incompetence or inefficiency,
 - C. failure to perform assigned duties,
 - D. disobedience of his/her supervisor,
 - E. intoxication while on duty,
 - F. conviction of a felony,

- G. FAILURE TO OBSERVE RULES AND REGULATIONS,
- H. INCOMPATIBILITY WITH OTHER EMPLOYEES,
- I. UNAUTHORIZED ABSENCE FROM DUTY,
- J. DRINKING INTOXICATING BEVERAGES WHILE ON DUTY.

12.5 No employee shall be discharged without just cause

12.6 The personnel record of an employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions during the intervening period.

12.7 The personnel record of an employee will be cleared of suspension notices after a period of two (2) years from the date of suspension, providing there are no similar infractions committed during the intervening period.

12.8 Sections 12.6 and 12.7 shall not be applicable to any discipline administered on or after July 1, 2007. However, persons hearing grievances under this Agreement, including arbitrators, shall disregard or give less weight to disciplinary actions taken at times remote to the disciplinary action under review. In general, the older the disciplinary action, the less relevant it is to the disciplinary action under review.

ARTICLE XIII CLEAN UP TIME:

13.1 Employees shall be granted a ten (10) minute clean up period prior to the end of the regular work day. The work schedule shall be arranged so that the employees may take advantage of this provision.

ARTICLE XIV SICK LEAVE:

14.1 The City agrees that employees shall earn twelve (12) sick leave days per year and that sick leave shall accumulate to one hundred (100) days. Any employee who takes sick leave for three (3) or more consecutive days must certify such absence with the Highway Department by means of a statement from a licensed physician, physician's assistant, or nurse practitioner in order to be paid for these days. Employees who terminate their employment with the City (a) through retirement under the New Hampshire Retirement System; (b) after twenty (20) years of employment with the City; or (c) after becoming eligible for full retirement under Social Security, shall be entitled to a lump sum payment for one-half (1/2) of the accumulated sick leave. In the event of the death of an employee in good standing, one-half (1/2) of the employee's accumulated sick leave will be paid to the beneficiary of the employee's City life insurance policy.

14.2 Sick leave is provided for the benefit of employees who require such time to recover from illness. Abuse of sick leave will be subject to discipline.

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14.3 An employee who has been unable to work for a period of one year (1) due to a non-work related disability may be terminated.

14.4 The City will no longer grant sick leave during snow operations unless the employee has an illness. Fatigue is not considered an illness. Employees may use annual leave or comp time if all requirements for the use of leave are satisfied.

ARTICLE XV JURY/WITNESS DUTY:

15.1 If called for jury duty or to be a witness, 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 the court payment.

ARTICLE XVI HEALTH INSURANCE:

16.1 Health Insurance.

Effective on the date of City Council's execution of this agreement, the City will reimburse the current health insurance plan at eight-eight percent (88%) of the premium. Beginning on July 1, 2014 the City will reimburse eight-six and one-half percent (86.5%) of the premium for the MIB5 RX10/20/45 plan.

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 MIB5 RX10/20/45 plan.

On the date of contract execution, the City will adopt an annual health insurance buyout provision providing \$3500 to employees opting out of the coverage offered by the City and providing proof of alternative employer-sponsored coverage. The buyout amount will increase to \$5000 in the second year of this contract.

In the event the regulations implementing the Patient Protection and Affordable Care Act result in a significant increase in health insurance costs for the City, the City will be able to re-open negotiations on the issue of health insurance only.

16.2 **Dental Insurance.** Eligible full-time employees may participate in the Delta Dental Option 4A 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 will pay 20% of the monthly premium cost.

ARTICLE XVII WAGE RATES:

17.1 The wage schedule shall be made part of this agreement. Employees shall be compensated in accordance with the Wage Schedule which is attached to this agreement as Appendix A.

ARTICLE XVIII SAFETY:

- 18.1 The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. Said meeting shall be held during regular working hours. The Union agrees that its members who are employees of the Department will comply with the Department's rules and regulations relating to safety, economy, continuity, and efficiency of service to the Department and the Public. The City will add "Public Works" or other appropriate designation to City-issued outerwear.
- 18.2 The City agrees to furnish raincoats and rubber boots for all employees for whom such issue is necessary. They further agree to supply rubber gloves, leather gloves and cotton gloves. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued. The City further agrees to supply uniforms for each employee of the Highway Department.
- 18.3 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.
- 18.4 Boot Allowance: The City agrees to reimburse employees annually (fiscal year) up to one hundred fifty dollars (\$150.00) for the purchase of safety-toe shoes/boots from a vendor selected by the City. Employees must submit a shoe/boot purchase receipt(s) and written verification that shoes/boots meet City standards to receive the boot allowance reimbursement.
- 18.5 The Mechanic shall submit a tool inventory satisfactory to the Director. The City will reimburse the Mechanic for lost or damaged tools deemed by the Director to be necessary to City operations, up to an annual of three hundred dollars (\$300.00) per years.

ARTICLE XIX MANAGEMENT RIGHTS:

- 19.1 The Union recognizes that there are functions, powers, authority, and responsibilities exclusively vested in the Department's management, prominent among which are the functions and authority to introduce new or improved methods, machinery or personnel; to establish standards of work, to determine the extent to which the Department shall operate, to hire, transfer, retain, discharge, demote or promote employees, to determine a method and process of accomplishing the Department's work, to assign work to employees and supervisors, to establish safety and other rules governing the operation of the Department and the conduct of the employees, to enforce such rules, and generally to direct the working force whenever it may seem advisable. The Director of Public Works reserves the right to change an operator from one machine to another at any time at his sole discretion. In the event of an emergency (to include unavailability of bargaining unit personnel, equipment failure and/or blizzard) the City will have the right to take all necessary steps to insure effective snow removal operations, including hiring self-employed plow operators, for the limited duration of the emergency.
- 19.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, hours and working conditions, or status of employment are changed as a result of management exercising the above mentioned rights whenever such grievance exists. All articles of

THIS AGREEMENT SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURES AS OUTLINED IN THIS AGREEMENT. HOWEVER, IF ANY ARTICLE IN THIS AGREEMENT IS FOUND TO BE IN VIOLATION OF ANY EXISTING LAWS, ONLY THAT SECTION OF THIS AGREEMENT SHALL BE NULL AND VOID AND ALL OTHER ARTICLES SHALL BE ENFORCED.

ARTICLE XX NO STRIKE AGREEMENT:

20.1 It is recognized by the parties hereto that the Department is engaged in furnishing an essential public service which vitally affects the health, safety, comfort, and general well-being of a large number of people in the community to which service is rendered by the Department. It is further recognized, that the Department and the employees represented by the Union have a mutual responsibility to the public which requires that there be no interruption of hours of labor, Department work or progress of service. It is further recognized by the Department and the City that it has a responsibility to bargain in good faith with the Unionized employees. In recognition of this mutual responsibility, the Department and the Union agree that there shall be no interruption, no strike, or no lock out during the term of this contract.

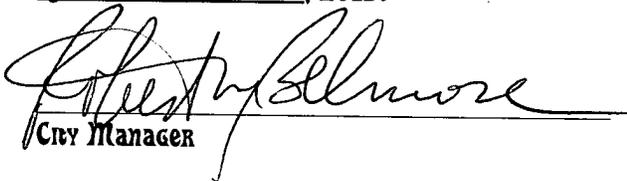
ARTICLE XXI LIMITATION OF AGREEMENT:

21.1 This being the complete and only agreement between the parties, all terms and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control except as specifically mandated by state and federal law and such bona fide past practices as existed on June 30, 1986, it being the intention of this clause to continue specific rights and benefits to which the parties were entitled on that date but to exclude future benefits, policies and conditions of employment which may be gained by or granted to any other City employee or employees after that date.

ARTICLE XXII DURATION:

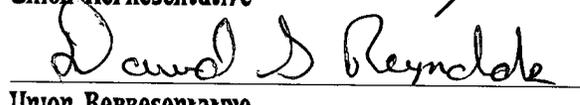
22.1 This agreement shall be in full force and effective from the date of execution and shall expire on June 30, 2015. No cost item shall be retroactive unless it is specifically designated as retroactive in this Agreement and approved as such by the City Council.

IN WITNESS WHEREFORE, THE PARTIES HERETO CAUSED THESE PRESENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS AND UNION REPRESENTATIVES THIS 21st DAY OF October, 2013.



City Manager



Union Representative


Union Representative


DR

APPENDIX A

**Wage Schedule Effective Dates
COLA - 2%**

*Effective October 21, 2013
COLA 2%*

Title	1	2	3	4	5
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DR

Buildings & Grounds Worker	17.43	17.68	17.97	18.28	18.57
Motor Equip. Operator I	17.75	18.15	18.49	18.86	19.20
Motor Equip. Operator II	18.07	18.40	18.77	19.11	19.44
Mechanic	20.36	20.81	21.52	22.08	22.70
Buildings & Grounds Foreman	20.61	21.11	21.35	21.74	22.17

*Effective July 1, 2014
COLA 2%*

Title	1	2	3	4	5
Buildings & Grounds Worker	17.78	18.03	18.33	18.65	18.94
Motor Equip. Operator I	18.11	18.51	18.86	19.24	19.58
Motor Equip. Operator II	18.43	18.76	19.15	19.50	19.83
Mechanic	20.77	21.23	21.95	22.52	23.16
Buildings & Grounds Foreman	21.02	21.53	21.78	22.17	22.62