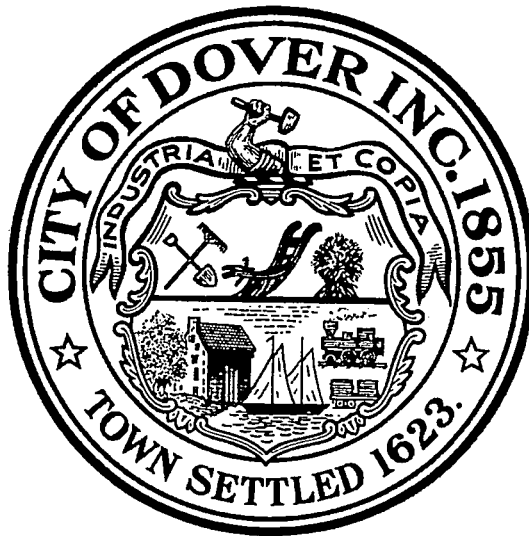


COLLECTIVE BARGAINING AGREEMENT

**CITY OF DOVER, NEW HAMPSHIRE
AND
THE DOVER PROFESSIONAL EMPLOYEES
ASSOCIATION**



July 1, 2021 through June 30, 2024

**COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & DMSEA**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
AND
DOVER PROFESSIONAL EMPLOYEES ASSOCIATION**

ARTICLE I. AGREEMENT:

- Section 1 This Agreement is made and entered into by and between the City of Dover, hereinafter referred to as "City", and the Dover Professional Employees Association, hereinafter referred to as "Association", representing the municipal employees of the City of Dover occupying the position classifications shown in the attached Appendix A wage schedule, within the Department of Community Services inclusive of Engineering, Environmental Projects, Fleet Services, Facilities & Grounds, Highway & Utilities, and Recreation Programs.
- Section 2 The Association establishes itself as the exclusive representative of the supervisory employees referred to above in ARTICLE I, Section 1, who are now enrolled on the City's payroll, and the Association shall represent said supervisory employees within the department and positions referred to for the purpose of bargaining with respect to wages, fringe benefits, and other conditions of employment other than the managerial policy within the exclusive prerogative of the City, or confined exclusively to the public employer by statute, by agreement set forth in ARTICLE XVIII and by regulations adopted pursuant to statute. The phrase of "managerial policy within the exclusive prerogative of the public employer" shall be construed to include, but shall not be limited to, the functions, programs and methods of the public employer's organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of governmental functions.

ARTICLE II: RECOGNITION:

- Section 1 The City hereby recognizes that the Association is the sole and exclusive representative of all supervisory employees of the departments and positions referred to in ARTICLE I, Section 1, above.
- Section 2 Whenever promotions are made, or the City hires new supervisory employees within the departments and positions covered by this Agreement, they may, upon completion of a six-month probationary period, become members of the Association by presenting to the City a proper authorization, approved by the Association President, for the collection of their dues. If an employee chooses not to join

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- the Association he/she shall pay a service charge in the amount comparable to the Association dues.
- Section 3 Upon presentation of the written authorization referred to in ARTICLE II, Section 2 above, the City agrees to deduct from the wages of each such supervisory employee so authorizing the current weekly Association dues, as certified to the City by the Treasurer of the Association, and to remit and deliver the same to the Association's Treasurer once a month. However, if any supervisory employee has no check coming to him/her, or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from that supervisory employee for that week. The Association agrees to indemnify and hold the City harmless from any claims arising out of the City's authorized deduction of said dues according to the terms and conditions of this contract. In return, the Association agrees, for itself and its members, that they will individually and collectively perform loyal and efficient work and service and use their influence and best efforts to reasonably promote and advance the interest of the taxpayers of the City of Dover, New Hampshire, and all as may be consistent with the spirit of this contract.
- Section 4 The City agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the City or any of its authorized agents against any supervisory employee who may represent others in the discharge of his/her duties as a member of any committee of the Association.
- Section 5. The City and the Association agree they shall not unlawfully discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, veteran status, age, or national origin or because he/she is handicapped, a disabled veteran or a veteran of the Vietnam era, or any other protected class under federal and/or state law.

ARTICLE III: DEFINITIONS:

- Section 1 Emergency: For the purpose of this Agreement an emergency shall be defined as an unexpected event or happening or forecasted weather event requiring staff response.
- Section 2 Supervisory Employee: Whenever used in this Agreement, the word "supervisory employee" shall refer only to a person, or persons, actively and regularly engaged in full-time work or enrolled on the regular payroll of the department covered by this Agreement who exercises supervisory authority, partial supervisory authority, and whose employment requires a minimum of supervision.

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- Section 3 Grievance: A grievance is defined as a claim or dispute arising out of the application, interpretation, or construction of this Agreement, under the express or implied provisions of this Agreement.
- Section 4 Probation: A probationary period must apply to all supervisory employees during the first six (6) months of the date of their original employment and from the date of any promotion. Upon successful completion of probation, the supervisory employee shall receive appointment as a regular employee to his/her designated position or classification. During the probationary period of a supervisory employee after promotion, the supervisory employee may be demoted for any cause, and upon such demotion, said supervisory employee shall be restored to his/her position of employment held immediately prior to promotion.
- Section 5 Workweek: The regular workweek for pay purposes shall commence on Sunday morning at 7:00 a.m. and end on the following Sunday at 6:59 a.m. Positions associated with the WWTP shall be exempt from this provision.
- Section 6 Sick Leave: Afforded to full-time employees and on a pro rata basis to regular part-time employees. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize sick leave time for such purposes. Sick leave, at the discretion of the department head, may be granted in the instance of illness of a member of the employee's immediate family and not unreasonably held.
- Section 7 Immediate Family: The spouse, children of either the member or spouse; mother, father, brother or sister of either the member or spouse; grandchildren or grandparents of either the member or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

ARTICLE IV: WAGES AND HOURS:

- Section 1 The normal workweek shall be forty (40) hours. However, all supervisory employees may be required to work, within the scope of his/her work classification, such additional hours as may be reasonably required by the Department Head. If required to work over eight (8) hours in one day or forty (40) hours in one week, and with prior approval of the Department Head, the non-exempt supervisory employee shall be compensated with overtime pay at the rate of time and one half (1-1/2) their normal salary as computed on an hourly rate for all time worked in excess of eight (8) hours in one day or forty (40) hours in one week. This section shall not pertain to attendance at educational programs, lectures or seminars; municipal board or agency meetings; City Council meetings or additional time voluntarily given by the supervisory employee for the sole purpose of lessening his/her workload.

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- Temporary, prescheduled work assignments for work done other than during normal working hours shall be considered pre-arranged work and shall be agreed to by the Department Head and the supervisory employee.
- Section 2 The City shall compensate all supervisory employees on an hourly basis as provided herein, except insofar as allowed for designated FLSA - Exempt employees
- Section 3 Emergency Work: It shall be the duty of all able-bodied supervisory employees to make themselves available during the course of an emergency.
- Section 4 A supervisory employee on voluntary weekend and/or holiday standby shall be compensated for a minimum of four (4) hours, at the rate of time and one half (1-1/2) their normal salary as computed on an hourly rate by reason of such standby alone, and in addition, for each actual call-in except for the first or initial call-in if made between the hours of 7:00 a.m. and 3:00 p.m. If said supervisory employee shall actually work for a period in excess of four (4) hours during any such call-in, he/she shall be compensated at the rate of time and one half (1-1/2) their normal salary as computed on an hourly rate for all hours so worked.
- Section 5 Supervisory employees shall be those employees who exercise supervisory authority, partial supervisory authority, and whose employment involves a considerable degree of discretion and requires a minimum of supervision; when non-exempt supervisory employees are specifically assigned to perform extra work during other than their hours of regular employment and outside their regular duties as specifically described or provided for in their job description and set forth in the Classification Plan, they shall be compensated with overtime pay at the rate of time and one half (1-1/2) their normal salary as computed on an hourly rate for a normal forty (40) hour workweek or a normal standby rate of pay. The same rate of compensation shall be received by non-exempt supervisory employees for extra work within their regular duties for all hours beyond eight (8) during any one (1) regular workday (Monday through Friday) and for all hours worked any weekend (Saturday from 7:00 a.m. through Monday at 7:00 a.m.) or holidays (7:00 a.m. on the day of the holiday through 7:00 a.m. the next day). The City may, however, with mutual agreement by the Association or any affected employee(s), alter the normal workweek when necessary to allow for temporary flexible scheduling.
- Section 6 All non-exempt supervisory employees shall be paid a three (3) hour minimum call-in for each emergency call-back after normal business hours at the rate of time and one half (1-1/2) of their normal salary computed on an hourly rate. If the call should extend

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- beyond the three (3) hours, the supervisory employee shall continue to be compensated at the rate of time and one half (1-1/2) for each hour worked. This section shall not apply to supervisory employees attending board meetings or City Council meetings.
- Section 7 All work performed on a holiday shall be at the rate of time and one-half (1 1/2) over and above the eight (8) hours pay for the holiday, for all hours worked.
- Section 8 Employees occupying positions associated with the operation of the Wastewater Treatment Plant facility shall retain flexible workweek schedules as may be established by the City. Such schedules shall be established with a minimum of one (1) month advance notice and may be changed from time to time subject to emergencies and/or assignment for special projects. WWTP employees shall be compensated in accordance with FLSA requirements and are to be further exempt from the pre-scheduling and voluntary/holiday standby premium pay requirements and scheduling restrictions of this Article and as may be indicated elsewhere in this Agreement.
- Section 9 DPEA FLSA Non-Exempt employees on standby to monitor and control the water and wastewater system during non-working hours will be compensated as follows:

Effective 01/23/2018, \$3.00 per hour while on standby to monitor and control, including responses to beeper alarms, computer troubleshooting, etc. and payable whether or not any alarms go off.

When a DPEA FLSA Non-Exempt employee who is on standby to monitor the system must come in to correct a problem, the employee will receive a three (3) hour minimum at the overtime rate. Management shall have the right to dispute questionable alarm responses.

ARTICLE V: HOLIDAYS:

- Section 1 All bargaining unit employees shall receive an amount equivalent to their regular daily pay for the following holidays, and any other day proclaimed as a holiday by the City Manager:
- New Year's Day
 - Civil Rights/Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Indigenous People's Day
 - Veterans' Day

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- Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
- Section 2 Holidays which fall on a Sunday will be observed on the following Monday and holidays which fall on a Saturday will be observed on the preceding Friday.
- Section 3 Employees shall be entitled to receive holiday pay if they work or use an approved leave of absence which shall include any paid leave time provided for within this agreement for their regularly scheduled shifts immediately prior to and immediately following the designated holiday.
- Section 4 Payments for holidays shall normally be made in the pay period in which the holiday occurs.

ARTICLE VI: WAGE SCHEDULE & RATE ADJUSTMENTS:

- Section 1 Wage Schedule
- 1.1 Effective July 1, 2021 all members of the Association shall transition to the new classification and pay plan. The steps are as follows:
- 1.1.1 Any employee eligible for a step increase on current wage schedule shall receive 1 step.
 - 1.1.2 Apply 1.9% COLA to current wage schedule.
 - 1.1.3 Transition all to proposed grade on the proposed wage schedule aged by 1.9%.
 - 1.1.4 Any non-probationary employee transitioning to Step 1 shall be advanced to Step 2.
 - 1.1.5 Apply 1.1% (CY2020 Year-end Average) COLA to the proposed wage schedule in #2.
 - 1.1.6 Any employee currently eligible (FY2021) for the \$500 top-step performance based bonus shall be grandfathered to receive the \$500, even though they may not be on the top step of the new wage schedule, while they are in the position at the time of grandfathering.
- 1.2 Effective the beginning of the first full pay period immediately following July 1, 2022 all members of the Association shall receive a cost of living adjustment of at least one percent (1%) and not greater than four percent (4%) based on the Boston-Cambridge-Newton area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2021, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B Step Plan Wage Schedule.

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1.2.1 Any member that was eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive to receive the \$500 while they are in the position at the time of grandfathering.

1.3 Effective the beginning of the first full pay period immediately following July 1, 2023 all members of the Association shall receive a cost of living adjustment of at least one percent (1%) and not greater than four percent (4%) based on the Boston-Cambridge-Newton area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2022, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B Step Plan Wage Schedule.

1.3.1 Any member that was eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive to receive the \$500 while they are in the position at the time of grandfathering.

Section 2 Wage Rate Adjustments

2.1 For the period of July 1, 2022 through June 30, 2023, step increases shall be awarded on July 1 following application of the COLA as stated in Section 1. Steps shall be awarded as follows:

- Positions identified as substantially below market – 2 steps.
- Positions identified as below market and with 15+ years of service as of 7/1/2021 – 2 steps.
- Positions identified as below market and less than 15 years of service as of 7/1/2021 – 1 ½ steps.
- New hires, probationary employees as of 7/1/2021 and all other members – 1 step.

The step increase shall only be awarded following the satisfactory completion of a full twelve (12) months of service based on their last evaluation and in accordance to the step rates established in Appendix C as revised per Section 1 above for the employee's position and grade identified in Appendix A. Employees in probationary status as of July 1 will not receive a step increase until satisfactory completion of the probationary period has been achieved.

2.1.1 "Satisfactory completion" shall be defined as not having received an "Unsatisfactory" rating on any portion of the annual performance appraisal.

- 2.1.2 Employees receiving any “Unsatisfactory” ratings and not receiving a step increase under this section, shall be eligible to receive a step increase after a period of three-months after July 1 provided they have achieved ratings of at least “Satisfactory” on a subsequent interim performance appraisal.
 - 2.1.3 Any step increase awarded following an unsatisfactory performance rating shall not be applied retroactively.
 - 2.1.4 The requirement allowing for a subsequent award of a step increase following an unsatisfactory performance rating shall not supersede nor interfere with any other form of disciplinary action taken as a result of less than satisfactory performance.
- 2.1 For the period of July 1, 2023 through June 30, 2024, step increases shall be awarded on July 1, as follows:
- Positions identified as substantially below market that were at Step 12 in FY2021 and having 15+ years of service on 7/1/2021 – 2 steps.
 - All other substantially below market positions – 1 step
 - Positions identified as below market and with 15+ years of service as of 7/1/2021 – 1 step.
 - Positions identified as below market and less than 15 years of service as of 7/1/2021 – 1 ½ steps.
 - New hires, probationary employees as of 7/1/2021 and all other members – 1 step.
- 2.2 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum step rate established for his/her position.
- 2.3

ARTICLE VII: PROMOTIONS AND TRANSFERS:

- Section 1 The City reserves and shall have the right to make promotions and transfers primarily on the basis of ability, performance of duty and competitive examinations, but shall be governed by seniority where equal ability, performance of duty, and merit have been demonstrated.
- Section 2 All supervisory employees shall be given a reasonable opportunity to learn a new or different job.
- Section 3 All vacancies in supervisory employee positions shall be posted for five (5) days in all departments or divisions covered by this Agreement and qualified supervisory employees shall be given the opportunity to apply for these jobs.

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- Section 4 On competitive examination for promotions or transfers, supervisory employees shall be granted two (2) additional points for each five (5) years of completed service with the City.
- Section 5 Any member of the bargaining unit who assumes the duty of their supervisor for more than three (3) consecutive days shall receive an additional 5% increase in their base wage rate for the extended period during which they assume the duty of their supervisor.

ARTICLE VIII: MAINTENANCE OF MEMBERSHIP/AGENCY SHOP:

- Section 1 Each supervisory employee who, on the effective date of this Agreement, is a member of the Association, and each supervisory employee who becomes a member after that date shall continue his/her membership in the Association during the duration of this Agreement; provided, however, that a supervisory employee may at his/her discretion, and in writing, withdraw his/her membership from the Association within ten (10) calendar days of the anniversary date of this contract.
- Section 2
- Section 2 Each new employee may become a member of the Association upon completion of a six (6) month probationary period.

ARTICLE IX: BULLETIN BOARDS:

- Section 1 The Department shall provide space for bulletin boards for the posting of notices of the Department addressed to the supervisory employees and for notices of the Association addressed to its members. The Association shall locate its bulletin boards at convenient places in the department.
- Section 2 Bulletin boards shall be neat in appearance.

ARTICLE X: SENIORITY:

- Section 1 There shall be three types of seniority:
- a. Departmental seniority
 - b. Classification seniority
 - c. Association seniority.
- Section 2 Association seniority shall prevail in matters concerning layoffs and re-hiring. Qualified and available permanent supervisory employees shall be reinstated before new supervisory employees are hired, except that the supervisory employee shall notify the City of his/her intention to return to work within ten (10) calendar days of notification by the City and must return to work within fifteen (15) calendar days of notice. Otherwise, he/she shall be considered permanently terminated from City employment. The obligation of the City to notify and reinstate a former supervisory employee shall not exceed beyond three (3) years from the date of layoff, with said supervisory employee being obligated to notify the City of changes

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- in addresses, and notice being given by the City to the last known address shall be deemed proper notice.
- Section 3 Department seniority shall be considered in matters concerning promotion and transfers as set forth in ARTICLE VII of this Agreement.
- Section 4 No supervisory employee shall have the right to replace another supervisory employee in any position by virtue of Association Seniority alone, except in the event of a permanent lack of work or layoff in any position.
- Section 5 When bidding on a new job (via promotion or transfer), the supervisory employee shall have a trial period of three (3) months in which he/she shall have the right to be reinstated to his/her previous position if he/she so desires.

ARTICLE XI: LEAVES OF ABSENCE:

- Section 1 Military Leave: In situations where it is required that a supervisory employee fulfill a two-week annual military obligation, the City agrees to pay the difference between the supervisory employee's regular salary and the base pay received from the military.
- Section 2 Association Leave: The City agrees to grant a reasonable number of supervisory employees, who are members of the Association, such reasonable leaves of absence for the transaction of Association business or duties, conferring with management, and/or processing grievances for such length of time as is reasonable, provided that such leave does not interfere with the work of the City. The City shall pay any such supervisory employee during such leaves of absence for the normal working day. Such supervisory employee shall also give the City notice for such leave before the end of the prior work shift, except that a supervisory employee shall be entitled to representation as provided for pursuant to RSA 273-A:11(I)(a) and RSA 273-A:11(II).
- Section 3 Personal Sickness and Injury Leave:
- 3.1 Eligibility
- 3.1.1 Each regular full-time employee will be eligible to up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period.
- 3.1.2 Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE XI, Section 4, Short Term and Long Term Disability.
- 3.1.3 There will be no carry-over of personal sickness and injury days from year to year. Any member who completes one full fiscal year without any use of sick time will be paid the equivalent of two (2) day's pay at

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their current rate of pay. Any member who completes one full fiscal year with no more than one day of sick time used will be paid one (1) day's pay at their current rate of pay.

3.1.4 At the discretion of the Department Head, a doctor's certificate may be required for any absence due to personal sickness or injury in excess of two (2) but less than six (6) regularly scheduled workdays. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in ARTICLE XI: Section 4, Short Term and Long Term Disability.

3.1.5 It is understood that misuse of sick leave may result in discipline.

3.2 Prior carry-over

3.1.1 Incumbents on roll effective July 1, 1992, who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.

3.1.2 Incumbents with such accrual may supplement eligibility limits as provided in 3.1 and subject to the provisions of 3.14 above as may be needed.

3.1.3 Upon termination, incumbents grandfathered under 3.11 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable New Hampshire		
Retirement Group	-	75%
Resignation	-	50%
Death beneficiary		
* Non-job related	-	75%
* Job related	-	100%

Section 4 Short Term and Long Term Disability

4.1 Short Term Disability (STD)

4.1.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Short Term Disability (STD) insurance providing for 66 2/3% of the member's base salary for up to 26 weeks. The City shall continue to pay members their regular base salary during the period that their claim is being processed for acceptance or denial. If the claim is denied the member's leave will be charged for the time of absence. If the claim is subsequently approved, the City shall reinstate the leave taken beyond the initial elimination period. Members shall be required to use one (1) sick day for an accident

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and five (5) sick days for illness to be eligible for disability benefits. For members not having sick leave, annual leave may be utilized to fulfill the required waiting period. Each year during open enrollment if a member elects to donate one sick (1) day, the member shall be entitled to receive 100% of their base pay during the short term disability period. Members that opt to not donate one (1) sick day shall only be eligible to receive the STD benefit payment of 66 2/3% their base salary, unless they opt to use their own accrued leave. During the STD period, members shall continue to accrue annual leave and all other benefits under the contract.

- 4.1.2 TAD may be assigned if an employee is deemed to have some work capacity during the period of disability. Temporary Alternative Duty shall be based upon the work capacity established by a medical professional. Second and possibly third physician opinions may be requested if there is concern relative to the employee's treatment program, work capacity, or expected recovery period. This provision in no way supersedes any requirements through the insurer.
- 4.1.3 If at week twenty five (25) of STD it is evident the member will not be able to return to full duty, the City shall payout to the member all accrued, unused annual leave, not to exceed 300 hours as well as health and/or dental buyout, if applicable. Payout of any other leave and/or benefit amounts shall be in accordance with language in the collective bargaining agreement. If at the end of the STD period (26 weeks) the member is unable to return to full duty the member may be separated from service, unless in a grandfathered status. Members hired prior to 01/23/2018 shall be placed in a non-pay status until such time as the schedule provided for job reinstatement under Long Term Disability has been exhausted. With the inability to return to work the member shall be eligible to apply to transition to Long Term Disability (LTD). If a member is denied LTD benefits due to a pre-existing condition, the City shall provide benefits pursuant to the Personal Sickness and Accident Disability provision provided in the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement (attached as Appendix C) minus the 26 weeks applicable to STD.

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4.2 Long Term Disability (LTD)

4.2.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Long Term Disability (LTD) insurance providing for 60% of the member's base salary and a benefit duration up to age 65 with a survivor benefit of three (3) months. Members will be eligible to apply for LTD benefits after 180 days of full disability (STD period).

4.2.2 Any members hired on or before 01/23/2018 shall be grandfathered, based on years of service at the time of disability, for reinstatement to the same job that the member held when the leave began or to an equivalent job while on LTD in accordance with the schedule below:

Years of service are determined by the date of hire with the City

10 years but less than 15 years	up to 10 weeks
15 years but less than 20 years	up to 22 weeks
20 years +	up to 26 weeks

4.2.3 Reinstatement entitles the member to return to full duty, within the above timeframes, to the same job that the member held when the leave began or to an equivalent job. When restored to a job, the member shall be entitled to have returned to them the balance of their Sick and/or Personal Leave that was on the books at the time they went out on LTD. Upon reinstatement, members that were eligible for the retiree health insurance benefit shall continue to be eligible for the benefit. Grandfathered members shall be allowed to continue their health and/or dental coverage while under the job reinstatement status with the City paying the employer portion of the premium, provided the member continues to pay their portion of the premium.

Section 5 Care of Newborn Child (CNC)

5.1 Eligibility

5.1.1 Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days from date of birth inclusive of any

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period of disability, if applicable, associated with delivery.

a) CNC Leave will be without pay but with full service credit and benefits.

5.1.2 An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

a) The employee will exhaust all vacation time prior to the start of any extended leave; and

b) The request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and

c) That the total period of the initial CNC, vacation and the extended leave will not exceed 120 calendar days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.3 Any extension of the CNC will be without service credit or benefits.

5.2 Termination

5.2.1 Upon completion of the CNC leave, the employee shall return to work or be considered as having resigned.

5.2.2 In the event that the employee cannot be reinstated to his/her position as a result of a force reduction, he/she will be treated in accordance with ARTICLE VII, PROMOTIONS AND TRANSFERS.

5.2.3 An employee on leave for CNC shall not be eligible to collect unemployment compensation during the period of CNC leave, In the event an employee applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned.

5.3 Nothing in Sections 5.1 or 5.2 above will preclude an employee from taking such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

Section 6 Bereavement Leave

6.1 A regular employee shall be granted reasonable absence due to death in his/her immediate family with pay based on his/her work schedule not to exceed three (3) workdays provided the Employee's term of employment is six (6) months or more at the time such absence begins. Up to five (5) paid days shall be granted for the death of a spouse or

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- child. The death of a child includes biological children, step-children, legal children and adopted children.
- 6.2 A regular employee's immediate family shall be considered as mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse.
- Section 7 Jury Duty
- 7.1 An employee called as a juror will be paid the difference between the fee received for such services and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the Department Head.
- 7.2 Employees who are called to jury duty and are excused from jury duty for a day(s) shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.
- Section 8 Excused Workdays
- 8.1 Each regular full-time employee with a six-months' term of employment on July 1 shall be eligible for three (3) excused workdays during the contract year with pay at his/her base rate. Employees who achieve a six months' term of employment after July 1 but not later than December 31, shall be eligible for two (2) excused workdays during the contract year with pay at his/her base rate upon achieving the six months' term of employment.
- 8.1.1 In all cases, employees with eligibility as specified above must reserve at least one Excused Workday until December 31st or until the City renders a decision or declaration, whichever is sooner, as provided in 8.2 below.
- 8.2 The City shall have the option of converting one (1) paid excused workday to a designated day provided the City so designates prior to December 31st of the preceding year.
- 8.2.1 An employee who is not otherwise eligible for a paid excused workday shall be excused and paid for such City designated workday.
- 8.3 In the event an employee is scheduled to work on a designated Excused Workday, he/she shall reschedule in the contract year or in the event the day cannot be rescheduled due to business conditions shall be paid in lieu of the designated Excused Workday at his/her base rate.
- 8.4 An employee who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same contract year.

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- 8.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Department Head.
 - 8.5.1 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same contract year.
 - 8.5.2 There shall be no payment in lieu of or carryover from one contract year to the next of unused non-designated Excused Workdays.

Section 9 Special Leave

- 9.1 The City Manager, at his/her sole discretion, may grant other leaves of absence with or without pay and/or service credit and/or benefits when the good of the City is benefited.

ARTICLE XII: VACATIONS:

Section 1 Eligibility

- 1.1 Supervisory employees shall be entitled to paid vacations from date of employment as follows with a 300 hour maximum accumulation of vacation time at any given time. Accruals shall be pro-rated for part-time employees:
Upon completion of one (1) year
but less than five (5) years: - 80 hours
On 5th anniversary but
less than ten (10) years: - 120 hours
On 10th anniversary - 8 add'l hours
for each yr. of
service
 - 1.1.1 Upon the signing of this contract, current employees previously employed by the WWTP contract operator and/or current employees having a prior separation of service shall be credited with prior full-time City service from the date of original hire through the date of signing of this contract for the sole purpose of determining years of service when establishing vacation accrual rate. This service credit shall not apply to any other benefit offerings or seniority determinations.
- 1.2 A newly hired employee will not be permitted to schedule vacation during the probationary period and will not be eligible for any vacation accrual if employment is terminated during the probationary period.

- Section 2 Vacation time may be taken according to a sign-up schedule that shall be posted during the calendar month of April. In instances of conflict the rule of departmental seniority shall govern, except in those instances when the supervisory employee has signed the

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schedule whereby said supervisory employee shall have preference. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.

- Section 3 Any vacation time to be taken in excess of ten (10) consecutive working days in any one (1) calendar year shall be taken at the discretion of the Department Head.
- Section 4 When a supervisory employee terminates his/her employment with the City for any reason, he/she shall be compensated for a maximum of thirty (30) days of accrued vacation time. In the event of death, payment shall be made to the employee's beneficiary.
- Section 5 Employees having vacation and/or grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. Employees maintaining a minimum of eighty (80) hours of accrued vacation shall be eligible to receive cash payments to "buy-down" a portion of such accruals in an amount not to exceed the value of one hundred eighty (180) vacation hours per fiscal year. To receive an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process or with payroll. Payment for the eligible "buy-down" shall be made to the employee weekly during the corresponding benefit plan year if bought down at Open Enrollment or in lump sum payments during the year. Any weekly buy-down payment made to an employee shall be calculated based upon the employee's current base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation accruals awarded at 100% and grandfathered sick leave at 75%. The lump sum buy-down election form shall be submitted with payroll and paid out accordingly. Any vacation buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect on the date of the buy down request. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the employee. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, an employee shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.

ARTICLE XIII: SAFETY:

- Section 1 The City shall have the right to make regulations for the safety and health of its supervisory employees during the hours of employment.
- Section 2 The Association and its members agree to exercise proper care of all City property issued or entrusted to them.
- Section 3 The City agrees to furnish rain suits and rubber boots for all supervisory employees for whom such issue is necessary. The supervisory employees agree to exercise due care in the use of such items.
- Section 4 The City shall furnish gloves, special clothing, safety vests, prescription safety glasses, and safety helmets as needed for the health and safety of its supervisory employees.
- Section 5 The City shall, as provided under the terms of the City's general liability and property insurance coverage, undertake to defend, pay, and shall indemnify and save harmless any employee from any claim, judgment, demand, or suit arising out of any act or omission to act of any employee for personal injury, including death, or damage to property, while the employee is engaged in the performance of his/her duties and employment on behalf of the City, provided that such employee is acting in the scope of his/her employment.
- Section 6 The City shall reimburse employees for 100% of the cost of required and approved safety footwear in accordance with IRS regulations up to a maximum of \$300 per year. The employee shall present to the Department Head or his/her designee the footwear he/she believes to be worn beyond use and if the Department Head or his/her designee determines that it should be replaced, will authorize replacement. Replacement shall only be authorized for footwear approved for use by the City; such footwear being in accordance with the recommendation of the City's insurance program. Approval for type and safety of footwear must be obtained prior to purchase. Replacement will be authorized through a purchase order agreement. Safety shoes must be worn where indicated by job requirements.
- Section 7 The City shall furnish uniforms [not to exceed eleven (11) sets, plus jackets] to employees in the Working Foreman and Maintenance Mechanic II positions, which shall be worn while on duty. Division Managers and Engineering staff shall be issued "City of Dover" logo shirts, which shall be worn at the employee's discretion. For all other supervisory and professional positions represented by this bargaining unit, uniforms may be issued upon written request made to the Department Head. If approved, the item(s) and quantity issued shall be determined by the Department Head. The wearing of uniforms or civilian clothes, unless otherwise stated above, shall

- be at the discretion of the employee. It is understood and agreed that employees in this bargaining unit shall not wear tank tops or sleeveless shirts.
- Section 8 Supervisory pool personnel who must wear bathing suits to carry out their job responsibilities shall each be reimbursed up to one hundred twenty dollars (\$120) per year for the purchase of bathing suits, provided that purchase receipts are given to the Department Head.
- Section 9 Supervisory Recreation personnel who must wear footwear that is not in accordance with IRS Regulations to carry out their job responsibilities shall be paid three hundred dollars (\$300) per year for the purchase of acceptable footwear, provided that purchase receipts are given to the Department Head.
- Section 10 The City shall provide a hepatitis vaccination to any supervisory employee involved with sewer, drain and water functions.

ARTICLE XIV: JOB-RELATED INJURY:

- Section 1 An employee out of work due to a job-connected injury shall receive Workers' Compensation: the difference between the amount paid to the employee through Workers' Compensation and the employee's regular salary shall be paid to the employee by the City for the first ninety (90) calendar day period of said job-connected injury. After expiration of the first ninety (90) calendar day period of said job-connected injury the Department Head will at once order a complete physical and/or mental examination of said employee by a registered physician, and if the report of said examination establishes the injury as one which permanently incapacitates said employee, application shall immediately be made for retirement under the provisions of the New Hampshire Retirement Law. Upon application for retirement, all leave time accruals shall no longer accumulate and the date upon which payments under the New Hampshire Retirement Law commence the City's obligation for continued payment of accrued sick leave shall end, as set forth under this Section.

ARTICLE XV: INSURANCES:

- Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time employees consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other additional or supplemental insurance plans and benefit offerings.
- Section 2 An employee may continue to choose their own health plan from the offerings provided as part of the City's cafeteria plan during the

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City's annual open enrollment period. The City will pay a portion of the premium for each regular full-time employee of the health insurance premium for single, two person or family coverage of the plan chosen by the employee. An employee will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 2.1 The City will pay 82% of the Blue Choice 3 Tier plan with \$20 copay and Rx \$10/\$20/\$45

Section 2.2 The City will pay 95% of the Matthew Thornton Blue 2 Tier plan with \$15 copay and Rx \$10/\$20/\$45

Section 2.3 The City will pay 100% of the Matthew Thornton Blue Site of Service plan premium, with deductibles, prescription costs at \$10/\$20/\$45 and copays to be paid by the employee.

Section 3 The City will pay the monthly dental insurance premium for each regular full-time employee up to an amount equal to the two-person base coverage premium. An employee may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. An employee will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).

Section 4 Each regular full-time employee will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Employees may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they sign an attestation of other non-City group health and/or dental insurance coverage. The attestation is to be submitted during open enrollment. A copy of proof of insurance (card) is to be provided within one month of the other coverage plan year start. Regular full-time employees having alternative non-City health and/or dental insurance coverage and electing to forgo the City insurance plans may receive a cash payment in the following amounts:

	Health Buyout:	Dental Buyout:
Single:	\$5,685 per year	\$188 per year
Two-Person:	\$11,370 per year	\$369 per year
Family:	\$15,350 per year	\$369 per year

In the event that the City's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the City. In no event, shall the payment in lieu of receiving health or dental insurance coverage exceed the amounts shown above.

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To receive this payment, an employee must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payments shall be made in weekly installments during the corresponding benefit plan year. Payments to new employees shall be prorated for the fiscal year based on when their coverage would have begun. Should employment with the City be terminated, an employee shall receive a prorated payment as part of any severance amount. If at any time the City and School departments should combine pools for health insurance, those employees participating in School or City insurance shall not be eligible to receive the buy-out to become effective upon the subsequent benefit year.

Section 5 Life Insurance: The City agrees to provide employees term life insurance in the amount equal to the next even \$1,000 of his/her salary with double indemnity in a job-related accident.

Section 6 457 Matching Incentive Program and Retired Employee Health Insurance Coverage:

Paid health insurance coverage for employees retired with a minimum of 20 years service shall be grandfathered and will continue to be provided for those employees active on or before July 1, 1999 per the terms and conditions indicated below. All new employees hired after July 1, 1999 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 50% matching City contribution capped at \$1,500/year per employee. Effective July 1, 2022, the City contribution shall increase and be capped at \$1,800/year per employee. Current employees eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program and also receiving the 50% matching City contribution capped at \$1,500/year per employee. Effective July 1, 2022, the City contribution shall increase and be capped at \$1,800/year per employee. City contributions shall be paid weekly.

6.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the monthly health insurance premium up to an amount equal to that paid for active members of the bargaining unit for a retiree with twenty years continuous employment with the City. This retiree health benefit shall be limited to the group health insurance benefit plan available to active members of the bargaining unit. In the event no group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired employee an

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amount equal to the premium paid by the City for such retired employee when coverage was available.

6.1.1 Following retirement, an employee must file for a reduction in coverage due to a change in family/marital status. In no event shall a retired employee be permitted to opt for increased membership coverage.

6.1.2 The retired employee shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired employee.

Section 7 The City's third-party administrator of health and dental insurance plans identifies a surplus for a specified plan year.

Surplus eligibility is determined by employee participation in the health and/or dental plan for the surplus plan year and for employees having a premium cost share through payroll deductions. Employees opting for the health and/or dental buyout during the surplus plan year or employees not having a cost share of the premium, are not eligible for a portion of the surplus rebate. Surplus rebates are provided to active employees through the City's payroll system and to retirees through Accounts Payable.

If a surplus has been identified, a list of potentially eligible employees is provided to Human Resources with a surplus dollar amount for each.

Health Insurance rebates are determined as follows:

Percent of employee contribution (if any) x the total surplus amount for member

(Example: Access Blue 5% Employee Contribution x \$1,100 [surplus amount] = \$55 rebate to employee/retiree).

Dental Insurance rebates are determined as follows:

Amount of Employee Annual Contribution (if any) / Total Annual Cost of Premium = Percent

Percent x the total surplus amount for member

(Example: \$176 / \$570 = .308 x \$100 = \$30.80 rebate to employee/retiree).

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- Section 8 Except as otherwise provided in Section 6 of this ARTICLE, a supervisory employee, upon retirement from employment, may continue to be carried upon insurances through the City, provided he/she pays the full cost of the insurance plan incurred by the City within at least thirty (30) days prior to the due date.
- Section 9 The City and the Association agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program and long-term disability benefit offerings.

ARTICLE XVI: LONGEVITY SCHEDULE:

- Section 1 An annual longevity bonus shall be paid to each employee for completion of each year of continuous service with the City according to the following non-cumulative schedule:
- | | |
|---|---------|
| a) five (5) years up to ten (10) years | \$400 |
| b) ten (10) years up to fifteen (15) years | \$800 |
| c) fifteen (15) years up to twenty (20) years | \$1,200 |
| d) twenty (20) years to 25 year | \$1,600 |
| e) twenty five (25) years or more | \$2,000 |
- Section 2 Longevity bonus payments for all employees shall be calculated and paid annually on the first full pay period in December of each year.

ARTICLE XVII: DISCIPLINARY PROCEDURES:

- Section 1 All disciplinary actions shall be handled in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.
- Section 2 All suspensions and discharges must be stated in writing and the reasons stated and a copy given to the supervisory employee and the Association at the time of suspension or discharge.
- Section 3 Disciplinary actions will normally be taken in the following order:
- A documented verbal warning or counseling
 - written warning
 - suspension without pay or demotion
 - discharge
- Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.
- Section 4 No supervisory employee shall be penalized, disciplined, suspended or discharged without just cause.
- Section 5 The personnel record of a supervisory 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 committed during the intervening period.

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- Section 6 The personnel record of a supervisory employee will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.
- Section 7 An employee may have his Association representative at any meeting with Management regarding Disciplinary Procedures at his/her request.

ARTICLE XVIII: MANAGEMENT RIGHTS:

- Section 1 The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further all rights which ordinarily vest in and are exercised by public employer's except such as are specifically relinquished in this collective bargaining agreement are reserved to and remain vested in the City. The City retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and City's organization structure, and selection, assignment, number, direction and discipline of its personnel; to determine the methods and means of operations; to determine work schedules, work shifts and numbers of hours to be worked. Further, the City retains the right to adopt, change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this collective bargaining agreement, or existing applicable statutory law as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the City departments. This enumeration of management rights shall not be deemed as to exclude other management rights not specifically enumerated and the City retains solely and exclusively all of its common law, statutory and inherent rights.

ARTICLE XIX: PROFESSIONAL DUES AND MEMBERSHIP:

- Section 1 The City shall pay all professional dues, memberships, and/or licensing fees of all supervisory employees to the extent that said dues, memberships, and/or licensing fees are required for employment with the City. Dues and memberships related to employment may be paid at the discretion of the Department Head.

ARTICLE XX: EDUCATIONAL INCENTIVE REIMBURSEMENT:

- Section 1 The following educational incentive reimbursement policy will apply to all supervisory employees.

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- Section 2 The City agrees to provide reimbursement to supervisory employees who complete approved courses relating to their current employment or as part of a department head approved career development program based upon the following standards.
- Section 3 The City shall pay one hundred (100%) percent of the costs of department head approved course(s), not to exceed eight hundred (\$800) dollars per supervisory employee, per fiscal year, and not to exceed the total amount budgeted for the program. Supervisory employees agree that upon completion of a course or courses paid for by the City, any supervisory employee who has received an education reimbursement, and who voluntarily terminates his employment with the City, shall reimburse the City a) one hundred (100%) percent of any such educational reimbursements that were received within one (1) year from the completion date of any course(s) for which reimbursement was originally received; and b) seventy-five (75%) percent of any such educational reimbursements that were received within two (2) years from the completion date of any course(s) for which reimbursement was originally received. No reimbursement shall be due the City if voluntary termination from employment occurs after two (2) years from the completion date of any course(s) for which reimbursement was originally received or pursuant to Section 8 of this ARTICLE.
- Section 4 Courses must be approved in advance by the respective Department Head as meeting the requirement that the course is related to the supervisory employee's job or as part of a career development program.
- Section 5 Once a course has been approved as meeting the requirements set forth above, an advance will be made to the supervisory employee of one-half (1/2) the cost of tuition and books, not to exceed four hundred (\$400) dollars. The remainder of the course reimbursement, not to exceed four hundred (\$400) dollars, will be paid to the supervisory employee upon presentation of proof of satisfactory completion of the course with a passing grade of "C", or higher.
- Section 6 No more than eight hundred (\$800) dollars will be paid to any supervisory employee in any fiscal year for course reimbursement except pursuant to Section 8 of this ARTICLE.
- Section 7 Approval for courses will be considered on the basis of relevancy of the course, number of supervisory employees applying and funds available.
- Section 8 If a supervisory employee is directed by his/her Department Head to take a credit or non-credit course or courses related to his/her employment, the City shall be responsible for all costs pertaining to said course or courses. Educational reimbursement limitations or qualifications under other sections of this ARTICLE shall have no

application to this Section. If a course is paid for in whole or in part through a federal or state program, then the City shall not be responsible to reimburse a supervisory employee for the amount so received, it being the intent of this provision to eliminate double payment for a course.

Section 9 The City shall be responsible for the costs of required course registration fees, study materials and paying testing fees for supervisory employees who must fulfill and successfully maintain certifications that are required as a condition of employment in their position.

ARTICLE XXI: GRIEVANCE PROCEDURE:

Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more employees covered by the collective bargaining agreement.

Section 2 Step 1. An employee having a grievance is encouraged to discuss the matter informally with the employee's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter. The employee shall be required to discuss the matter informally with the employee's department head prior to initiating a formal written grievance.

Section 3 Step 2. If the aggrieved employee or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done within fifteen (15) calendar days from the date the employee could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within fifteen (15) calendar days of receiving the written grievance. The department head or employee may require that a grievance hearing be conducted prior to the issuance of a decision.

Section 4 Step 3. If the aggrieved employee or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to the City Manager stating those specific sections of the contract, which have been violated, and the basis of the appeal of the department head's decision. Filing of the appeal with the City Manager shall be done within fifteen (15) calendar days of receipt of the written decision from the department head. The City Manager or a designated representative shall conduct a grievance

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- hearing and shall render a decision within fifteen (15) calendar days from receipt of the written appeal.
- Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to appoint an arbitrator to resolve the grievance. Such request shall be made to the American Arbitration Association. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- Section 7 The losing party shall pay the expense of the arbitrator. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.
- Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.
- Section 9 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.

ARTICLE XXII: GENERAL PROVISIONS:

- Section 1 Employees and immediate dependent family members (those family members age 18 and under still residing at home) shall receive upon request a pass to use City-owned and operated recreational facilities at no cost during scheduled open recreational times. This provision shall not include free registration or admittance to recreational events or programs.

ARTICLE XXIII: TERMINATION:

- Section 1 This Agreement shall be effective as of July 1, 2021 and shall thereafter continue from year to year; provided, however, that either party may terminate the same upon giving written notice to the other party at least one hundred twenty (120) days prior to the City's budget submission date of its intention to do so; in such case, the Agreement will expire and terminate on June 30, 2024.
- Section 2 Either party may propose amendments to this Agreement, provided, however, that notification to the other party in writing with a list of proposed amendments, is provided such other party.

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Section 3 Should any Article, Section, paragraph, or portion thereof, of this Agreement be in violation of any state law or municipal ordinance, or be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall; apply only to the specific Article, Section, paragraph, or portion thereof, directly specified in the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, paragraph, or portion thereof.

Section 4 In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City with regard to wages, hours of work, and working conditions, it is agreed that this Agreement shall govern the relationship between the parties and shall supersede such other existing policies and procedures referred to.

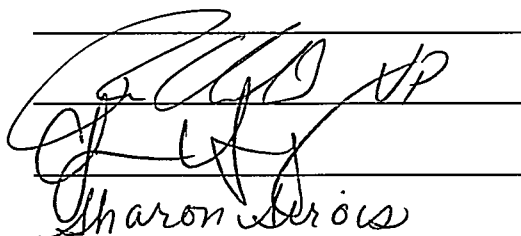
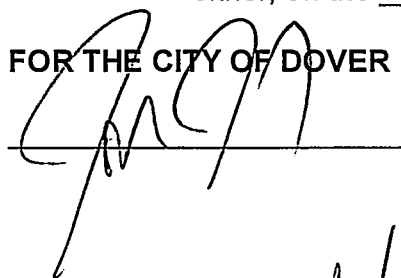
ARTICLE XXIV: ENTIRE AGREEMENT:

Section 1 This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not, for term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the _____ day of _____, 2021.

FOR THE CITY OF DOVER

D.P.E.A.



Sharon Series

Signature Date: 12/1/21

Appendix A

<u>Position</u>	<u>Classification</u>	<u>Salary Grade</u>
Lab Technician	WWTP Lab Technician	D13
Recreation Program Supervisor – Aquatics	Recreation Program Supervisor	D13
Recreation Program Supervisor – Arena	Recreation Program Supervisor	D13
Recreation Program Supervisor – Gym/Parks	Recreation Program Supervisor	D13
Recreation Program Supervisor – Senior Center	Recreation Program Supervisor	D13
Construction Project Technician/Inspector	Engineering Technician	D15
Engineering Technician	Engineering Technician	D15
Arena Program & Marketing Supervisor	Arena Program & Marketing Supervisor	D16
Lab/Industrial Pretreatment Program Coordinator	Lab/Industrial Pretreatment Program Coordinator	D16
Working Foreman – Arena	Working Foreman	D16
Working Foreman – Facilities, Grounds & Cemetery	Working Foreman	D16
Working Foreman – Public Works	Working Foreman	D16
Working Foreman – Utilities	Working Foreman	D16
Working Foreman - Water Meter/Backflow Prevention	Working Foreman	D16
Working Foreman – Water & Sewer Pump Stations	Working Foreman	D16
Aquatic Facility Manager	Aquatic Facility Manager	D16
Arena Facility Manager	Arena Facility Manager	D17
Electrical Supervisor	Public Works Supervisor	D17
Plant & Pump Station Supervisor	Plant & Pump Station Supervisor	D17
Public Works Supervisor	Public Works Supervisor	D17
Solid Waste Coordinator	Solid Waste Coordinator	D17
Chief Operator – WWTP	WWTP Chief Operator	D17
Utilities Supervisor	Public Works Supervisor	D17
Assistant City Engineer	Assistant City Engineer	D18
Utilities Project Engineer	Assistant City Engineer	D18
Assistant Recreation Director	Assistant Recreation Director	D18
Fleet Maintenance Supervisor	Fleet Supervisor	D18
Construction Manager	Project Manager	D19
Facilities Project Manager	Project Manager	D19
Environmental Projects Manager	Environmental Projects Manager	D19
WWTP Supervisor	WWTP Supervisor	D19
Superintendent of Facilities & Grounds	Sup't of Facilities, Grounds & Cemeteries	D20
Superintendent of Public Works	Superintendent of Public Works	D20
Superintendent of Utilities	Superintendent of Utilities	D20
City Engineer	City Engineer	D21
Utility System Supervisor	Utilities System Supervisor	NR



**FY2022 Wage Schedule
City of Dover, NH**

Appendix B

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
D01	\$9.54	\$9.85	\$10.16	\$10.47	\$10.78	\$11.09	\$11.39	\$11.70	\$12.01	\$12.32	\$12.63	\$12.94	\$13.25	\$13.56	\$13.87
D02	\$10.25	\$10.58	\$10.91	\$11.24	\$11.57	\$11.90	\$12.23	\$12.56	\$12.89	\$13.22	\$13.55	\$13.88	\$14.21	\$14.54	\$14.87
D03	\$11.02	\$11.37	\$11.72	\$12.07	\$12.42	\$12.77	\$13.12	\$13.48	\$13.83	\$14.18	\$14.53	\$14.88	\$15.23	\$15.58	\$15.93
D04	\$11.85	\$12.23	\$12.61	\$12.99	\$13.37	\$13.75	\$14.13	\$14.52	\$14.90	\$15.28	\$15.66	\$16.04	\$16.42	\$16.80	\$17.18
D05	\$12.74	\$13.16	\$13.57	\$13.98	\$14.39	\$14.80	\$15.22	\$15.63	\$16.04	\$16.45	\$16.86	\$17.28	\$17.69	\$18.10	\$18.51
D06	\$13.69	\$14.13	\$14.58	\$15.02	\$15.46	\$15.91	\$16.35	\$16.79	\$17.24	\$17.68	\$18.12	\$18.56	\$19.01	\$19.45	\$19.89
D07	\$14.72	\$15.20	\$15.67	\$16.14	\$16.62	\$17.09	\$17.57	\$18.04	\$18.51	\$18.99	\$19.46	\$19.93	\$20.41	\$20.88	\$21.36
D08	\$15.82	\$16.33	\$16.83	\$17.34	\$17.84	\$18.35	\$18.85	\$19.36	\$19.86	\$20.37	\$20.87	\$21.38	\$21.88	\$22.39	\$22.89
D09	\$17.02	\$17.57	\$18.11	\$18.66	\$19.20	\$19.75	\$20.30	\$20.84	\$21.39	\$21.93	\$22.48	\$23.03	\$23.57	\$24.12	\$24.66
D10	\$18.29	\$18.87	\$19.46	\$20.05	\$20.64	\$21.22	\$21.81	\$22.40	\$22.98	\$23.57	\$24.16	\$24.75	\$25.33	\$25.92	\$26.51
D11	\$19.67	\$20.30	\$20.92	\$21.55	\$22.18	\$22.81	\$23.44	\$24.07	\$24.69	\$25.32	\$25.95	\$26.58	\$27.21	\$27.84	\$28.46
D12	\$21.14	\$21.82	\$22.50	\$23.18	\$23.86	\$24.54	\$25.22	\$25.90	\$26.58	\$27.26	\$27.94	\$28.62	\$29.30	\$29.98	\$30.66
D13	\$22.73	\$23.46	\$24.19	\$24.92	\$25.65	\$26.38	\$27.12	\$27.85	\$28.58	\$29.31	\$30.04	\$30.77	\$31.50	\$32.24	\$32.97
D14	\$24.43	\$25.21	\$25.99	\$26.78	\$27.56	\$28.34	\$29.12	\$29.91	\$30.69	\$31.47	\$32.26	\$33.04	\$33.82	\$34.60	\$35.39
D15	\$26.26	\$27.10	\$27.95	\$28.79	\$29.64	\$30.48	\$31.33	\$32.17	\$33.02	\$33.86	\$34.71	\$35.55	\$36.40	\$37.24	\$38.09
D16	\$28.23	\$29.13	\$30.04	\$30.95	\$31.85	\$32.76	\$33.67	\$34.57	\$35.48	\$36.39	\$37.29	\$38.20	\$39.11	\$40.01	\$40.92
D17	\$30.34	\$31.32	\$32.30	\$33.28	\$34.25	\$35.23	\$36.21	\$37.19	\$38.17	\$39.15	\$40.13	\$41.11	\$42.08	\$43.06	\$44.04
D18	\$32.62	\$33.67	\$34.72	\$35.77	\$36.82	\$37.87	\$38.92	\$39.97	\$41.02	\$42.07	\$43.12	\$44.18	\$45.23	\$46.28	\$47.33
D19	\$35.07	\$36.19	\$37.31	\$38.44	\$39.56	\$40.68	\$41.81	\$42.93	\$44.05	\$45.17	\$46.30	\$47.42	\$48.54	\$49.67	\$50.79
D20	\$37.70	\$38.91	\$40.13	\$41.34	\$42.56	\$43.77	\$44.99	\$46.20	\$47.42	\$48.64	\$49.85	\$51.07	\$52.28	\$53.50	\$54.71
D21	\$40.53	\$41.83	\$43.12	\$44.42	\$45.72	\$47.02	\$48.32	\$49.61	\$50.91	\$52.21	\$53.51	\$54.81	\$56.11	\$57.40	\$58.70
D22	\$43.57	\$44.97	\$46.37	\$47.77	\$49.17	\$50.57	\$51.97	\$53.38	\$54.78	\$56.18	\$57.58	\$58.98	\$60.38	\$61.78	\$63.18
D23	\$46.83	\$48.34	\$49.84	\$51.35	\$52.85	\$54.35	\$55.86	\$57.36	\$58.87	\$60.37	\$61.87	\$63.38	\$64.88	\$66.39	\$67.89
D24	\$50.35	\$51.96	\$53.58	\$55.20	\$56.82	\$58.43	\$60.05	\$61.67	\$63.29	\$64.90	\$66.52	\$68.14	\$69.76	\$71.37	\$72.99

Appendix C

Personal Sickness and Accident Disability provision from the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement:

Personal Sickness and Accident Disability:

4.1 Eligibility

4.1.1 A regular full-time employee will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:

6 months but less than 2 yrs:	6 wks full pay
2 yrs but less than 5 yrs:	12 wks full pay
5 yrs but less than 10 yrs:	20 wks full pay
10 yrs but less than 15 yrs:	36 wks full pay
15 yrs but less than 20 yrs:	48 wks full pay
20 yrs +:	52 wks full pay

4.1.2 An employee having grandfathered sick leave under the provisions of ARTICLE XI, Section 3, Grandfathered Personal Sickness or Injury Leave, may utilize such accruals to supplement the provisions of 4.1.1 in the event the term of a disability exceeds the employee's eligibility schedule provided in 4.1.1.

4.1.3 In order to maintain paid Personal Sickness and Accident Disability Leave, employees shall provide ongoing evidence that they are under the ongoing care of a physician. Should the employee's health provider or a health provider selected by the City determine that the employee is permanently unable to return to the former position, with or without accommodation; the employee will no longer be eligible for this benefit. This revision shall be subject to Section 4.2, Second and Third Medical Opinions. Employees may be required to be examined by a health care provider of the City's choosing with any out of pocket expenses not covered by the employees insurance to be paid by the City. Reinstatement from a disability absence will require a physician's certificate verifying the employee's fitness for work.

- 4.2 Second and Third Medical Opinions
 - 4.2.1 The City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this Article to see a second physician of the City's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period.
 - 4.2.2 In the event that there is a difference of opinion between the employee's treating physician and the City's second opinion physician, the City may at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians to resolve any discrepancy between treating and second opinion physicians.
 - 4.2.3 The City will rely on the above process in determining eligibility for continued coverage or reinstatement.
 - 4.2.4 An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be considered as resigned.
 - 4.2.5 If, after receiving benefits for a medically certified disability absence, an employee returns to work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than 12 weeks, benefits will not start again until the sixth regularly schedule workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.
 - 4.2.6 After 12 weeks back at work an employee will again be eligible for the full benefit payment schedule as provided for in 4.1.1 above.
 - 4.2.7 An employee who is eligible in accordance with the provisions applicable to his/her NHRS group may retire should he/she continue to be disabled following expiration of benefits provided he/she, if grandfathered under the provisions of ARTICLE XI, Section C Sickness, has first exhausted all accruals.

Collective Bargaining Agreement
Dover Professional Employees Association
FY22 – FY24

4.3 Partial Disability

4.3.1 In the event an employee is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in 4.1.1 above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided.

Appendix D

Positions identified as Substantially Below Market referenced in Article VI, Section 2:

<u>Aquatic Facility Manager</u>	<u>Maintenance Specialist III</u>
<u>Arena Facility Manager</u>	<u>Public Works Supervisor</u>
<u>Arena Program & Marketing Supervisor</u>	<u>Solid Waste Coordinator</u>
<u>Assistant City Engineer</u>	<u>Working Foreman</u>
<u>Assistant Recreation Director</u>	<u>WWTP Lab Industrial Pretreatment Coordinator</u>
<u>Electrical Supervisor</u>	<u>WWTP Supervisor</u>

Positions identified as Below Market referenced in Article VI, Section 2:

<u>Construction Manager</u>	<u>Recreation Program Supervisor</u>
<u>Environmental Projects Manager</u>	<u>WWTP Chief Operator</u>
<u>Fleet Supervisor</u>	<u>WWTP Lab Technician</u>

Positions identified as Near Market referenced in Article VI, Section 2:

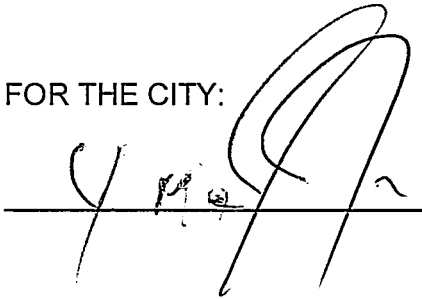
<u>City Engineer</u>	<u>Pump Station Operator III</u>
<u>Engineering Technician</u>	<u>Superintendent of Facilities, Grounds & Cemetery</u>
<u>Maintenance Mechanic III</u>	

**MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – DPEA**

The City of Dover, NH and the Dover Professional Employees Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2021 through June 30, 2024 are further agreed that:

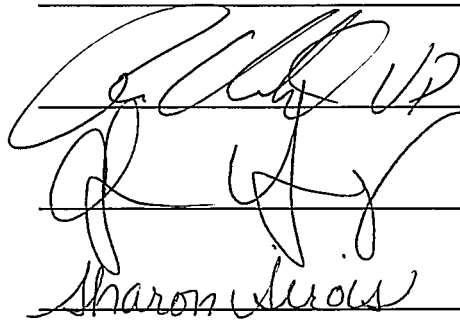
During the term of this agreement should any City bargaining unit negotiate a wage schedule adjustment beyond the COLA wage adjustment, a lesser health insurance premium cost share or a longer duration of agreement, negotiations shall be reopened with the intent being that similar adjustments shall be granted to DPEA.

FOR THE CITY:



A handwritten signature in black ink, appearing to be "Y. M. P.", written over a horizontal line.

FOR DPEA:



Two handwritten signatures in black ink, one above the other, written over horizontal lines. The bottom signature is clearly legible as "Sharon Deous".

Signature Date: 12/1/21

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DOVER, NH – and – DOVER PROFESSIONAL EMPLOYEES
ASSOCIATION (DPEA)**

The City of Dover, NH and DPEA having agreed to terms and conditions for a Collective Bargaining Agreement covering the period of July 1, 2021 through June 30, 2024 are further agreed that:

The City of Dover, NH (hereinafter referred to as the "City") and the Dover Professional Employees Association (hereinafter referred to as the "Union") have mutually agreed on the following incentive for undertaking snow removal duties outside employee's regular working hours.

- 1) Employees will receive an overtime shift differential of \$5.00 per hour for all hours worked performing snow removal responsibilities outside of the employees normal working hours.
 - a) Normal working hours are defined as employees' standard weekly schedule. (E.g., Monday –Friday, 7am – 3pm).
 - b) If employees are working overnight performing snow removal duties and the weather event continues into normal working hours, employees continuing snow removal duties will continue to receive the incentive during their normal work hours until the department head or designee declares the weather event to be over and/or the employee is reassigned back to other work activities that would typically be performed during normal working hours. Hours worked within the employee's regular working hours that qualify for the snow incentive will be paid at a rate of \$3.33 per hour.
 - i. Overnight snow removal is considered to be employees who are called in prior to 3:00 am and work continuously into their normal working hours.
 - c) Employees eligible for the snow incentive will include union employees who are assigned to and directly engaged in performing snow removal duties to include operating, repairing and/or supervising the use of snow removal vehicles and equipment.
 - d) Salaried employees who are assigned to perform snow removal responsibilities outside of their standard work schedule will receive the incentive paid in the form of a bonus in addition to their regular weekly

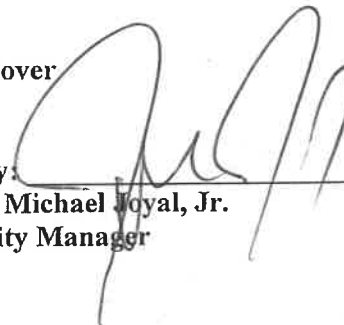
salary.

- 2) The snow incentive applies exclusively to snow removal responsibilities. Other shift differentials outlined in the collective bargaining agreement will remain unchanged. Employees will not be eligible to receive multiple shift differentials simultaneously.
- 3) All after hours snow removal must be approved by the department head or designee to qualify for the incentive.
- 4) Overtime will be assigned and offered as per the collective bargaining agreement.
- 5) This is a temporary incentive for the winter of 2023 -2024 and may be terminated at any time at the discretion of the City Manager or their designee. This proposal is non-precedent setting and may not be available to employees in future winters.

DPEA

City of Dover

By:  12/22/2023
Date

By: 
J. Michael Joyal, Jr. Date
City Manager