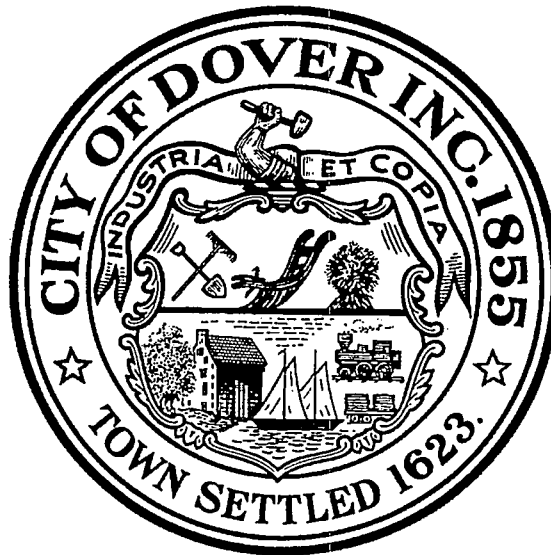


COLLECTIVE BARGAINING AGREEMENT

CITY OF DOVER, NEW HAMPSHIRE

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
LOCAL #572 - AFSCME-AFL/CIO**



July 1, 2021 through June 30, 2024

**COLLECTIVE BARGAINING AGREEMENT
CITY OF DOVER, NH & AFSCME, LOCAL #572**

TABLE OF CONTENTS

Article	Title	Page
I:	AGREEMENT	1
II:	RECOGNITION	1
III:	DEFINITION	2
IV:	WAGES AND HOURS	3
V:	HOLIDAYS	6
VI:	WAGE SCHEDULE & RATE ADJUSTMENTS	7
VII:	PROMOTIONS AND TRANSFERS	9
VIII:	SENIORITY	11
IX:	LEAVES OF ABSENCE	13
X:	LIGHT DUTY	20
XI:	AGENCY SHOP	20
XII:	BULLETIN BOARDS	20
XIII:	ANNUAL VACATIONS	21
XIV:	GRIEVANCE PROCEDURE	22
XV:	SAFETY	23
XVI:	NO STRIKE AGREEMENT	24
XVII:	WORKERS' COMPENSATION	24
XVIII:	BENEFITS PROGRAM	24
XIX:	LONGEVITY SCHEDULE	29
XX:	DISCIPLINARY PROCEDURES	29
XXI:	EDUCATIONAL INCENTIVE REIMBURSEMENT	30
XXII:	MANAGEMENT'S RIGHTS	31
XXIII:	GENERAL PROVISIONS	31
XXIV:	TERMINATION	31
XXV:	SNOW REMOVAL	32
	APPENDIX A	33
	APPENDIX B	34
	MEMORANDUM OF AGREEMENT	35

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DOVER, NEW HAMPSHIRE
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
LOCAL #572 - AFSCME-AFL/CIO**

ARTICLE I: AGREEMENT

- Section 1 This Agreement made and entered into by the City of Dover and AFSCME - AFL/CIO - Local #572 representing the non-supervisory employees of the Departments of Community Services and Recreation and all its divisions, hereafter referred to as the Department, do hereby reach the following agreement:
- Section 2 The Union establishes itself as the exclusive representative of the non-supervisory employees of the above identified Department who are now enrolled on the City's payroll, and the Union shall represent all non-supervisory employees within the Department for the purpose of bargaining with respect to wages, hours of work and other conditions of employment other than managerial policy within the exclusive prerogative of the City, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase "managerial policy with 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, including the use of technology, 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 Department hereby recognizes that the Union is the sole and exclusive representative of all non-supervisory employees of the Department occupying the position classifications shown in the attached Appendix A.
- Section 2 Whenever re-employment's are made, or the Department hires new employees, they may, upon completion of a six (6) months probationary period, become members of Local #572 by presenting to the Department a proper authorization, approved by the Union President, for the collection of their dues.
- Section 3 Upon individual written authorization by the Union employee and approval by the Union President, the Department agrees to deduct from each Union employee so authorized the current monthly Union dues, as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be

made the second pay period of the month. However, if any 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 said employee for that week. The Union 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. The Union agrees in return 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 promote and advance the interest of the taxpayers of the City of Dover, New Hampshire.

Section 4 The Department agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the Department, or any of their authorized agents, against any employee because of his/her membership in the Union or because of presenting a grievance or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Union. The Department and the Union agree they shall not discriminate against any employee because of race, color, creed, sex, sexual orientation, gender identity or expression, religion, age, marital status, national origin, genetic information, disability, veteran status, political affiliation or any other protected class under federal and/or state law.

ARTICLE III: DEFINITION

Section 1 Emergency: For the purpose of this Agreement, an emergency shall be defined as an unexpected event or happening.

Section 2 Employee: Whenever used in this Agreement, the word "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.

Section 3 Grievance: 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 accordance with ARTICLE XIV, Grievance Procedure, of this contract.

Section 4 Probation: A probationary period must apply to all employees during the first six (6) months of the date of their original employment. Upon successful completion of probation, the employee shall receive regular appointment to their designated position or classification. During the probationary period, a new employee may be dismissed for any cause at the sole discretion of the Director of Community Services hereinafter referred to as the Department Head.

Collective Bargaining Agreement
AFSCME
FY22-FY24

- Section 5 Workweek. The regular workweek for pay purposes shall commence on Sunday at 12:00 a.m. and end on the following Saturday at 11:59 p.m. The regular workweek shall consist of five (5) consecutive days, Monday through Friday.
- Section 6 Days. Where mentioned in this contract "days" shall be defined as "workdays" unless specific provision is made to the contrary.

ARTICLE IV: WAGES AND HOURS:

- Section 1 Hours of Work. The workweek for pay purposes shall commence on Sunday at 12:00 a.m. and end on the following Saturday at 11:59 p.m. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, 7:00 a.m. through 3:00 p.m. The City may, with mutual agreement by the Union alter the normal workweek when necessary to allow for temporary flexible scheduling. The City reserves the right to vary the assignment of the lunch period to handle emergency situations as defined under ARTICLE II, Section 2.1. The work hours for the below-listed operations shall be as follows:

Arena:

May 1 through August 31 - 7:00 a.m. - 3:30 p.m. - 1/2 hr. lunch
Sept. 1 through April 30 - 7:00 a.m. - 3:30 p.m. - 1/2 hr. lunch
4:00 p.m. - 12:00 a.m.

Division of Environmental Programs:

1 Employee 8:00 a.m. – 4:00 p.m. Tuesday – Saturday
1 Employee 9:00 a.m. – 5:00 p.m. Tuesday – Friday and 8:00 a.m. – 4:00 p.m. Saturday

The Solid Waste Assistant and Heavy Equipment Operator* may decide mutually on which employee will fill each of the aforementioned schedules. In the event the employees are unable to come to an agreement, such schedules shall be rotated on a monthly basis between the employees. The rotation will start with the senior employee in the division's choice first.

* Certification requirements shall apply for the position of Heavy Equipment Operator I in the Solid Waste division. This position shall have certifications as Solid Waste Operator, Grade 1 minimum and New Hampshire Weigh Master.

- Section 2 The City reserves the right to pre-schedule work shifts or permanently assign work shifts that would begin and/or end during hours other than defined in ARTICLE IV, Section 1 above, Monday through Friday. In all cases of prescheduled work, the City shall compensate the employees with a one dollar (\$1.00) per hour pay

Collective Bargaining Agreement
AFSCME
FY22-FY24

differential for all prescheduled hours worked outside the normal workweek, except as may otherwise be provided for under ARTICLE IV, Sections 1 and 3. Prescheduled work shall only refer to work which must be performed during hours other than the normal workweek because of the nature of the work to be performed. The following work categories identify work which may be assigned as prescheduled work:

1. Preparation of baseball, softball, soccer and football fields for league play.
2. Maintenance of the Bellamy and Garrison Hill ski areas, in preparation for daily use.
3. Maintenance and cleaning of parks during the period of May to November 1st. This work is to include:
 - a. the collection of trash and small debris and minor raking;
 - b. the collection of playground boxes and other play equipment during the two-month playground program period, which runs approximately from June 25 through August 17. Hours during this period are from 8:00 a.m. to 4:00 p.m. or from 7:30 a.m. to 4:00 p.m., with a half hour lunch.
4. Street sweeping and hauling of street sweepings.
5. Garage work.
6. Meter reading.
7. Flushing of hydrants.
8. Ice change over procedure.
9. Parking lot maintenance.
10. Other temporary work assignments which may arise from time to time as mutually agreed upon by the Union and the City.

Work shall not be prescheduled for Saturdays, Sundays, and holidays for personnel within the Highway and Utilities Divisions. Work shall not be prescheduled for Sundays and holidays for personnel within the Facilities and Grounds Division.

Section 3 The City shall compensate employees at the rate of time and one-half (1-1/2) their base hourly rate of pay for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one workweek.

Section 4 Coffee breaks, or other similar work breaks, shall be taken at the job site and shall be for a period not to exceed fifteen (15) minutes.

Section 5 Emergency Work. It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.

Section 6 The parties agree that overtime work shall be assigned by division on a rotating basis among qualified regular employees by classification. In the event that division is exhausted, overtime shall

Collective Bargaining Agreement
AFSCME
FY22-FY24

- go by Department seniority on a rotating basis among all available and qualified regular employees in the Department.
- Section 7 No temporary employee shall be assigned to overtime work until all regular employees shall have had the opportunity for such assignment. This section does not apply to the part-time employees of the Arena.
- Section 8 An employee paid on an hourly basis, who has left his/her normal place of work for his/her residence and is called back for overtime work, shall be paid for such overtime at the rate of time and one-half their base hourly rate, with a minimum of four (4) hours call-in time.
- Section 9 An 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 base 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 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 base hourly rate for all hours so worked. The City shall provide the employee with a pager, which shall be used by the employee during said stand-by. The City further agrees that stand-by by assignment shall be made by division.
- Section 10 An employee shall not be required to work over sixteen (16) consecutive hours.
- Section 11 Employees occupying positions associated with the operation of the Wastewater Treatment Plant facility shall retain flexible work-week schedules as may be established by the City. Further, such employees are to be exempt from the scheduling restrictions and pre-scheduling and voluntary/holiday standby premium pay requirements of this Article and the established work week as may be indicated elsewhere in this Agreement.

- Employees with the Wastewater Treatment Plant; Pump Station and Wells; or the Recycling Center shall be allowed to halt weekend overtime activity by 11:30 PM on the night preceding their weekend scheduled coverage.
- Section 12 Utility and other division employees shall be trained on the use of the standby monitoring equipment.

Employees operating and maintaining the water supply/treatment and wastewater pumping stations will be assigned on a rotating basis to monitor the status of utility system equipment and facilities during hours beyond their regular work schedule including holidays

and weekends.

Swaps will be allowed, with prior notification and approval of the supervisor. The FLSA non-exempt employee who performs the monitoring will be the employee who gets paid.

An FLSA non-exempt employee on standby to monitor and control the water and wastewater system during non-working hours will be compensated as follows:

Effective April 3, 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 an 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.

The City will provide a cellular phone or other connectivity options. If not available, the City will reimburse for toll charges to the SCADA system.

ARTICLE V: HOLIDAYS:

Section 1 All employees, except temporary and part-time employees, shall be paid the following named holidays, or any other day proclaimed as a holiday by the City Manager. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered to be the holiday.

New Year's Day	Indigenous People's Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 2 All work performed on a holiday shall be at the rate of time and one-half over and above the eight (8) hours pay for the holiday, for all hours worked.

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 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 Only those positions specifically named on the wage schedule as reflected in Appendix A shall be considered positions subject to the terms and conditions of this Agreement as a further definition to ARTICLE II, Section 1, of this Agreement, except that the City may not re-classify positions with the intent of excluding them from the bargaining unit.
- 1.2 Effective July 1, 2021, all members of the Union shall transition to the new classification and pay plan. The steps are as follows:
 - 1.2.1 Any employee eligible for a step increase under the current plan shall receive one (1) step.
 - 1.2.2 Apply 1.9% COLA to current wage schedule.
 - 1.2.3 Transition all members to Paypoint HR proposed grade and proposed wage schedule aged at 1.9%.
 - 1.2.4 Any non-probationary employee transitioning to Step 1 shall be advanced to Step 2.
 - 1.2.5 Apply 1.1% COLA to the proposed wage schedule (Appendix B).
 - 1.2.6 Any member eligible in FY2021 for the \$500 top step performance based bonus shall be grandfathered to receive the \$500, even though they may not be at top step on the new wage schedule, 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, 2022, all members of the Union 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.
 - 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.

- 1.4 Effective the beginning of the first full pay period immediately following July 1, 2023, all members of the Union 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.

1.4.1 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, 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 completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix B 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.

- 2.2 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.

The step increase shall only be awarded following completion of a full twelve (12) months of service and in accordance to the step rates established in Appendix B 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.

- 2.3 In no event shall an employee receive an increase resulting in a base rate in excess of the maximum rate established for his/her position.

Section 3 An employee shall have the option of requesting compensatory time in lieu of overtime payment. Employees shall not be offered compensatory time to work without the option of receiving overtime pay for the same period of time. Compensatory time shall be accrued at a rate of one and one half (1 ½) hours for every hour of overtime. Employees shall be entitled to accrue up to eighty (80) hours of compensatory time. Tracking of hours earned and used shall be a function of management. Employees shall be entitled to accrue up to eighty (80) hours of compensatory time. Earned compensatory hours must be used within 180 days using the "First In – First Out" (FIFO) accounting method. It is agreed that compensatory time may be used in lieu of unpaid "black" time. Compensatory time shall also be used based on an employee's request with approval by management. Such approval shall not be unreasonably denied. Compensatory hours that cannot be used within the 180 day window shall be compensated for.

ARTICLE VII: PROMOTIONS AND TRANSFERS:

- Section 1 The Department reserves and shall have the right to make promotions and transfers primarily on the basis of ability, performance of duty, and merit, but shall be governed by seniority where equal ability, performance of duty, and merit have been demonstrated.
- Section 2 Promotions and Transfers: An employee who receives a promotion or transfer shall have a probationary period of sixty (60) days from the date of promotion or transfer. During this period the employee may at his/her option or at the City's discretion be reinstated to the employee's previous classification and pay rate or at the pay rate they would have attained if they remained in the previous position.
- Section 3 a) All employees shall be given a reasonable opportunity to learn a new or different job.

Collective Bargaining Agreement
AFSCME
FY22-FY24

- b) All positions shall be posted for five (5) days in all divisions of the Department covered by this contract, and qualified employees shall be given the opportunity to apply for these jobs. A full job description shall be attached for each position posted.
 - c) All management positions shall be posted for five (5) days and qualified employees shall be given the opportunity to apply for these jobs.
 - d) Actual job descriptions shall be posted with the job postings.
- Section 4 An employee may be temporarily assigned for a period not to exceed sixty (60) work days to the work of any position of the same or lower class grade without change in pay. Upon the cessation of such temporary assignment, such employee shall be restored to his original position.
- Section 5 When an employee is temporarily assigned to a higher graded position, such employee shall receive an additional five (5%) percent of his/her current hourly rate provided such rate does not exceed the maximum rate of the higher graded position, or shall receive the minimum hourly rate of the higher rated position, whichever is greater.
- Section 6 An employee promoted to a higher paying job classification, other than temporarily, shall receive a five (5%) percent increase provided such rate does not exceed the maximum rate of the higher graded position, or the start rate of the higher rated position, whichever is greater. Promotions, whether temporary or otherwise, shall be made in accordance with the provisions of ARTICLE VII, Sections 1 and 2 of this Agreement.
- Section 7 Whenever possible, promotions or transfer shall be made on the basis of merit and from the ranks of regular employees who are employed within the division where such promotion or transfer exists. On competitive examinations for promotional or transfer appointments, employees of the division shall be granted two (2) additional points per five (5) years of service completed within their department of employment.
- Section 8 All new positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the division bulletin boards for at least five (5) working days and any interested employee shall have the opportunity to apply for such position, promotion or transfer.
- Section 9 In the event an employee is reclassified to a lower job classification as the result of a voluntary response to a posted position as provided in Section 3 of this ARTICLE or as the result of surplus/reorganization, the established rate of pay shall be the same rate held at the grade from which reclassified except that in the event such rate exceeds the maximum rate of the lower

classified job, the employee's established pay rate shall be such maximum rate.

- a) In the event said reclassification is the result of a voluntary employee initiated action, his/her position anniversary date shall be established as the effective date of reclassification.
- b) In the event said reclassification is the result of a surplus/reorganization, the employee shall retain his/her position anniversary date as established prior to said reclassification.

The provisions of this Section shall not apply to voluntary reclassification as provided in ARTICLE VII: PROMOTIONS AND TRANSFERS, Section 2, and that in such cases, the employee shall receive the wage rate previously held at the lower job classification plus any applicable contractual pay changes.

ARTICLE VIII: SENIORITY:

Section 1 There shall be two types of seniority:

- a) Department Seniority
- b) Classification Seniority

Department Seniority shall relate to the time an employee has been continuously employed by the Department. Classification seniority shall relate to the length of time an employee has been employed in a particular grade classification.

Section 2 Department seniority shall prevail in matters concerning layoffs and re-hirings. Qualified and available permanent employees shall be reinstated before new employees are hired, except that the employee shall notify the City of his/her intentions to return to work within ten (10) calendar days of notification and must report to work within fifteen (15) calendar days of notice, otherwise he/she shall be considered permanently severed from the City. The obligation of the City to notify former employees shall not extend beyond three (3) years from date of layoff.

Section 3 Division seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in ARTICLE VII. of this Agreement.

Section 4 No employee shall have the right to replace another employee in any classification by virtue of Department seniority alone, except in the event of a permanent lack of work or layoff in any classification.

Section 5 Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department seniority, and he/she shall be considered to be the junior or youngest employee in that classification, regardless of the Department seniority of other employees already in that job, until such time as other promotions are made into this classification.

- New promotions shall be entered at the bottom of that particular classification seniority list concerned.
- Section 6 Until a newly hired employee has served the initial six (6) month's probationary period, it shall be deemed that he/she has no seniority status, and is not covered by this Agreement.
- Section 7 An employee shall not forfeit seniority during 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 Workers' Compensation carrier.
 - b) Illness not the result of misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.
 - c) Provided further, that after the expiration of the first ninety (90) calendar day period, the Department Head shall at once order a complete physical and/or mental examination of said employee by a physician acceptable to the City and the employee; if the report of his/her examination establishes the injury as one which permanently incapacitates said employee, application shall be made for retirement under the provisions of the appropriate retirement system. The commencement of payments under the appropriate retirement system shall end the Employer's obligation for payment of vacation time and/or accumulated sick leave under this section. Provided further, that if it is determinable immediately after an employee is injured, by two registered physicians acceptable to the City that an employee will not be able to return to his regular duties at any time in the future, the City shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) days of injury, in compliance with this section.
- Section 8 An employee shall lose his/her department & classification seniority upon permanent separation from the City.
- Section 9 The employee's present classification seniority, as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in the ARTICLE. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the City and shall be posted by January 2nd of each year, and if no objections are filed within thirty (30) days, it shall be held final.

ARTICLE IX: LEAVES OF ABSENCE:

Section 1 Military Service

Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and will have no bearing on annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay, and the amount of the employee's regular weekly pay. If the compensation for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 2 Union Leave

The Department agrees to grant a reasonable number of employees who are members of the Union, such reasonable leaves of absence for transacting Union business for such lengths of time as the Department shall determine, provided that such leave does not interfere with the work of the Department. Any employee shall be paid by the Department during such leaves of absence or the normal workday. Employees shall give the Department Head or his/her designee at least four (4) hours notice for such leaves except that an employee shall be entitled to representation as provided for under 273:A:11 paragraph 1-A, and 273:A:211 paragraph 11.

Section 3 Personal Sickness and Injury Leave

- 3.1 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.
- 3.2 Any single absence in excess of five regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE IX, Section 4, Short Term and Long Term Disability.
- 3.3 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 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. For the purposes of determining eligibility for the sick leave incentive provided in

- this section, sick leave used pursuant to Article XVII Work Connected Injuries shall not apply.
- 3.4 At the discretion of the Department Head, a doctor's certificate may, at the City's expense, 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 regularly scheduled workdays will require, at the employee's expense, a doctor's certificate for payment eligibility as provided in ARTICLE IX: Section 4, Short Term and Long Term Disability
- 3.5 It is understood that abuse of sick leave may result in discipline.
- 3.6 Prior Carry-over
- 3.6.1 Incumbents on roll effective July 1, 1993 who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.
- 3.6.2 Employees having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave 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 which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. 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.

3.6.3 Incumbents with such accrual may supplement eligibility limits as provided in 3.4 above as may be needed.

3.6.4 Upon termination incumbents grandfathered under 3.6.2 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable

NH Retirement Group - 75%

Resignation/Layoff - 50%

Death beneficiary

* non-job related - 75%

* Job related - 100%

3.7 After an employee has worked sixteen (16) or more consecutive hours the employee may be granted use of up to a maximum of eight (8) hours of vacation, compensatory time or personal leave to cover a portion or all of their next day's regularly scheduled shift, provided the employee provides notice to the department head or their designee prior to leaving at the end of the sixteen or more hour shift.

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 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 April 3, 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.

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 calendar days of full disability (STD period).

- 4.2.2 Any members hired on or before April 3, 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 New born 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 at any time within 12 months from the date of birth inclusive of any period of disability, if applicable, associated with delivery.
- 5.1.2 CNC Leave will be without pay but with full service credit and benefits.
- 5.1.3 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 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

5.1.4 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. 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 any or all 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) working days 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 child. The death of a child includes biological children, step-children, and adopted children.

6.2 A regular employee's immediate family shall be considered as spouse; children of either the employee or spouse; 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 service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Superintendent/Division Department Head.
- 7.2 Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as 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 31 or until the City renders a decision or declaration, whichever is sooner, as provided in 8.B 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 designed 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.
- 8.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the Department Head or his/her designee. Requests with less than 24hrs notice may be granted with approval of the

department head or his or her designee, such a request for a non designated excused workday shall not be unreasonably denied.

8.51 An employee who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same contract year.

8.52 There shall be no payment in lieu of or carry-over from one contract year to the next of unused non-designated Excused Workdays.

Section 9 Special Leave: 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 X: LIGHT DUTY:

Section 1 It is agreed that light duty may be assigned when an employee is injured on or off the job. The employee shall be required to present a doctor's certificate which describes injury and restrictions. Reassignment from normal duties shall then be discussed among the employee, his/her Division Supervisor and the Department Head. Although light duty assignments may not be within the usual job description, the rate of pay will remain the same as with normal job assignment. Reasonable attempts shall be made to keep light duty assignments within the employee's usual division of the Department if such light duty assignments are available.

ARTICLE XI: AGENCY SHOP:

Section 1 Each new employee who is hired after the signing of this Agreement may become a member of the Union upon completion of a six (6) month probationary period.

ARTICLE XII: BULLETIN BOARDS:

Section 1 The Department shall provide space for bulletin boards for the posting of notices of the Department to the employees and for notice of the Union addressed to its members. The Department shall locate its bulletin boards at convenient places in the Department. No notices shall be posted in or around the Department property except on such boards, and then only after approval by the Department as being suitable for posting. No Union notice shall be posted until it shall have been signed by the President or Secretary of the Union. The City shall provide to the President, Local 572, a copy of all Departmental notices to be posted that are relevant to the membership of this Union.

ARTICLE XIII: ANNUAL VACATIONS:

- Section 1 Employees shall be entitled to paid vacations from date of employment as follows with 240 hours maximum accrual of vacation time plus the current year entitlement:
- | <u>Length of Service</u> | <u>Vacation Period</u> |
|--------------------------|---|
| After one (1) yr: | 80 Hours |
| After five (5) yrs: | 120 Hours |
| After ten (10) yrs: | Eight (8) additional hours of vacation for each additional year of service. |
- Section 2 Starting July 1, 2015, employees shall not carry more than 300 hours at any given time.
- Section 3 Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of April. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority shall govern. Number of person who may take a vacation at any one time shall be determined at the sole discretion of the Department Head or his/her designee.
- Section 4 When an employee terminates his employment with the City for any reason, he shall be compensated for a maximum of thirty (30) working days of accrued vacation time, provided that said member has given two (2) weeks advance notice of his/her intent to terminate employment with the City. In the event of the employee's death, his/her beneficiaries shall be entitled to be compensated for the deceased employee's unused vacation up to a maximum of thirty (30) working days.
- 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 in an amount not to exceed the value of one hundred eighty (180) vacation hours per fiscal year. To be considered for an accrual "buy-down" payment, an employee will be required to complete and submit an accrual buy-down election form with payroll or during the annual Benefit Open Enrollment. Lump sum buyout payments will be made within the next available payroll cycle once a completed and approved PA form is received in the City's payroll office. Any vacation leave buy-down payment made to an employee shall be calculated based upon the employee's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation leave accruals awarded at 100%.

ARTICLE XIV: GRIEVANCE PROCEDURE:

- Section 1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of this Agreement and shall be processed in the following manner:
- Section 2 Step 1. An employee having a grievance must submit in writing the grievance to the department head within five (5) working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance must be submitted in writing listing the ARTICLE and Section violated, the specific grievance and the remedy desired. The Department Head shall fix a time and place for a grievance hearing within five (5) working days of receipt of the grievance which shall be not more than ten (10) working days from that date. Following close of the grievance hearing, the Department Head shall render his/her decision within ten (10) calendar days.
- Section 3 Step 2. If the aggrieved employee or the Union is not satisfied with the decision of the Department Head and desires to proceed with the grievance, he/she shall follow the time sequence in step one (1) above and appeal in writing to the City Manager setting forth his/her basis for appeal of the Department Head, citing reference to specific sections of this contract which have been violated and the basis of his/her grievance. Such grievance shall be discussed between the employee, a Union representative and the City Manager or his/her designated representative. Such meeting shall take place prior to the City Manager or the designated representative issuing his/her decision. The City Manager or the designated representative shall render his/her decision within ten (10) calendar days from the close of the grievance hearing.
- Section 4 Step 3. If the Union is not satisfied with the decision of the City Manager or the designated representative, the Union may submit in writing a request to the American Arbitration Association to appoint an arbitrator to resolve the grievance. If the Union fails to submit such written request for the appointment of an arbitrator within twenty (20) working 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 5 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

Collective Bargaining Agreement
AFSCME
FY22-FY24

- Section 6 The expenses of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them.
- Section 7 Time limits may be extended or by-passed by mutual agreement of the parties.
- Section 8 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 XV: SAFETY:

- Section 1 The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. One representative of the Department and the Union, and one member selected by those two may meet at the request of either party to discuss such regulations.
- Section 2 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them during their working hours. Where safe storage space is provided by the Department employees shall be responsible for replacing articles issued to them if the same type of article has been lost twice in the same twelve (12) month period. In such case, the employee shall replace the second lost article.
- Section 3 Improved Rain Gear: The City will purchase and provide industrial quality rain gear which shall be issued to each employee and the employee must maintain it. The issued rain gear must be returned to the Department upon separation.
- Section 4 The City shall furnish gloves, special clothing, safety vests, prescription safety glasses, and safety helmets as needed for health and safety of its employees. Safety glasses shall be replaced when the employee has a prescription change or if they are damaged while on duty and no longer usable.
- Section 5 Stewards in all divisions of the Department represented by this Agreement shall be recognized as safety officers. These employees shall be involved in all accident investigations and shall submit recommendations to the Department Head.
- Section 6 The President or his designee shall be a member of the City Safety Committee and shall bring forth all recommendations of the stewards under ARTICLE XV, Section 5 to the attention of the Committee along with what action was taken on these recommendations.
- Section 7 Uniforms: The City shall provide eleven (11) sets of uniforms for all employees with reflective material which shall be worn when on duty. Employees will be permitted to wear shorts provided the style/design is appropriate. If, as a regular practice, field supervisors in the Public Works Department are allowed to wear

tank tops, employees in this bargaining unit will also be allowed to wear tank tops until such time that a change is made in the supervisors dress code. A committee consisting of employees and supervisors shall be formed to recommend the uniform type and items to the department head. The department head shall retain final decision authority.

Section 8 The City shall reimburse employees for 100% of the cost of required and approved footwear 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.

Section 9 Employees are to refrain from wearing any uniform item, including safety footwear, in public other than going to and from their work location or stopping to tend to personal business immediately before or after working hours. All uniform components are property of the department and shall be returned upon termination of employment.

Section 10 The City shall provide a hepatitis vaccination to any employee involved with sewer, drain, water, and recycling functions.

ARTICLE XVI: NO STRIKE AGREEMENT:

Section 1 The City and the Union shall comply with Chapter 273-A:13 effective August 23, 1975, as written.

ARTICLE XVII: WORKERS' COMPENSATION:

Section 1 All employees of the Department who become injured while in the performance of their duties shall receive their regular salary while on accident leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to sick leave after ninety (90) normal workdays.

ARTICLE XVIII: BENEFITS PROGRAM:

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.

Collective Bargaining Agreement
AFSCME
FY22-FY24

- 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 City's annual open enrollment period. The City will pay for each regular full-time employee represented in the bargaining unit a portion 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 80% of the Blue Choice 3 Tier plan with \$20 copay and Rx \$5/\$15/\$30.
- 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 and copays to be paid by the employee and Rx \$10/\$20/\$45.
- 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.

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.

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 available to the retiree for the remainder of his/her natural life and 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 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 retiree health insurance that may be available to the retired employee.

Section 7 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 performing his/her duties in a manner consistent with acceptable standards of conduct and safety.

Section 8 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).

- Section 9 The City and the Union agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program.
- Section 10 Tools Lease to Purchase Program: Regular full-time Heavy Equipment Mechanics in a non-probationary status shall be allowed to participate in a lease to purchase program for tools of their trade. This program will allow a \$3,000 rolling annual limit per employee classified as a Heavy Equipment Mechanic. Special requests to exceed the maximum will be considered on a case by case basis. Eligible employees may lease such tools from the City and acquire ownership of the tools at the termination of the lease.

Eligible employees will be responsible for the total lease amount and will make subsequent lease payments through payroll deductions each regular pay period, beginning with the first pay period in July. The number of payments may not exceed one (1) fiscal year. Employees may arrange to make additional payments to reduce the amount of the payments or the number of payments to complete the lease.

Should employment terminate with the City of Dover prior to the completion of the lease period, the employee agrees to pay the balance of the lease payments either through deductions from the final paycheck or through an additional payment if the final paycheck is insufficient to pay the balance.

In order to participate in the program, the employee must complete a "Request to Participate" form. The Fleet Services Supervisor will review the information and notify the employee of approval. Upon approval, the employee must complete the lease purchase agreement and may then purchase the tools and submit detailed

- receipts for reimbursement. No reimbursement will be made for tools purchased prior to approval by the Fleet Services Supervisor.
- Section 11 Heavy Equipment Mechanics, in a non-probationary status, shall be reimbursed up to \$300.00 annually for the purchase of the replacement of non-functioning or damaged tools with the approval of the fleet services supervisor. Such approval shall not be unreasonably denied.

ARTICLE XIX: LONGEVITY SCHEDULE:

- Section 1 An annual longevity amount shall be paid to each regular full-time employee for completion of each year of continuous service with the City according to the following non-cumulative schedule:
- | | |
|--|---------|
| five (5) years up to ten (10) years | \$400 |
| ten (10) years up to fifteen (15) years | \$800 |
| fifteen (15) years up to twenty (20) years | \$1200 |
| twenty (20) years up to twenty-five (25) years | \$1600 |
| twenty-five (25) years and beyond | \$2,000 |
- Section 2 Longevity payments for all members shall be calculated and paid annually on the first full pay period in December of each year. A pro-rated longevity payment shall be made only upon service or disability retirement.

ARTICLE XX: DISCIPLINARY PROCEDURES:

- Section 1 All disciplinary actions shall be 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 employee(s) and the Union at the time of suspension or discharge.
- Section 3 Disciplinary actions will normally be taken in the following order:
- A documented verbal warning
 - Written warning
 - Suspension without pay
 - Discharge
- However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.
- Section 4 No employee shall be penalized, disciplined, suspended or discharged without just cause.
- Section 5 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 committed during the intervening period.
- Section 6 The personnel record of an 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/her Union representative at any meeting with Management regarding Disciplinary Procedures at his/her request.

ARTICLE XXI: EDUCATIONAL INCENTIVE REIMBURSEMENT:

Section 1 The following educational incentive reimbursement policy will apply to members of the bargaining units covered by this policy.

Section 2 The City agrees to provide reimbursement to employees who complete approved courses and receive a passing grade relating to their current responsibilities or as part of an approved career development program based upon the following standards: payment of two-thirds (2/3) of the cost of such courses not to exceed \$650 per employee per calendar year and not to exceed the total amount budgeted for this program.

Section 3 Courses must be approved in advance by the Department Head or his/her designee as meeting the requirements that the course is related to the employee's job or is part of a career development program. Approval of the City Manager or his/her designee must be obtained for payment of the course. A procedure will be established to effectuate these payments.

Section 4 Once a course has been approved as meeting the requirements, an advance will be made the employee of one-half (1/2) of the authorized two-thirds (2/3) of the cost of the course tuition and books, not to exceed \$325. The remainder of the course reimbursement, not to exceed \$325, will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

Section 5 Not more than \$650 will be paid to any employee in any calendar year for course reimbursement. Additional continuing education reimbursement shall be made available to those employees who complete an application process to establish a line of course work or degree program. Such process shall be subject to individual approval by the City. Employees shall be reimbursed up to \$400 per credit hour. Each member eligible for reimbursement shall not exceed \$1,000 per fiscal year and is subject to fund availability and Department Head approval. Members shall receive one-half of the reimbursement up front and one-half of the reimbursement upon completion of the course showing proof of a grade of "C" or better. In the case of a "Pass/Fail" grading system, proof of a "Pass" grade.

Section 6 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

Collective Bargaining Agreement
AFSCME
FY22-FY24

- Section 7 If a course is paid for in whole or 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 a course.

ARTICLE XXII: MANAGEMENT'S RIGHTS:

- Section 1 The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the functions of Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management in accordance with the provision of RSA 273:A:1:XI.
- Section 2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

ARTICLE XXIII: 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 recreation times. This provision shall not include free registration or admittance to recreational events or programs.

ARTICLE XXIV: TERMINATION:

- Section 1 This Agreement shall be in full force and effect as of July 1, 2021, through June 30, 2024 and thereafter from year to year, provided, however, that either party may terminate same upon giving at least one hundred twenty (120) days written notice prior to the City's budget submission date of its intention to do so.
- Section 2. Either party may propose amendments to this Agreement, provided, however, that they notify the other party in writing with a list of proposed amendments. Such notice shall not be less than one hundred twenty (120) days from the annual date of this Agreement.
- Section 3 Should any ARTICLE, Section, or portion thereof of this Agreement be in violation of a state law or municipal ordinance, or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific ARTICLE, Section or portion thereof directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated ARTICLE, Section or portion thereof.

1.1.

ARTICLE XXV: SNOW REMOVAL

- Section 1. At the annual "snow meeting," unit members will be asked to self-identify as willing to be primary sidewalk tractor operators ("primary operators"). During snow removal operations, operation of the sidewalk tractors will be assigned to the primary operators.
- Section 2. The City shall establish a list of bargaining unit members who are willing to serve as replacement sidewalk tractor operators (the "volunteer list"). When a primary operator is unavailable or needs to be replaced, the City shall assign operation of the sidewalk tractor to an available unit member on the volunteer list.
- Section 3. If the number of employees on the volunteer list falls below eight (8) at any time, the City shall so notify the Union President, who shall attempt to identify additional volunteers.
- Section 4. If a primary operator is unavailable or needs to be replaced during regular work hours and there are no volunteers available, the City shall have the ability to assign operation of the sidewalk tractor to any unit member trained to operate the equipment. The parties agree that an employee who has signed the volunteer list will be assigned to operate the sidewalk tractor before another employee in the same job title is assigned.
- Section 5. If a primary operator is unavailable or needs to be replaced outside of regular work hours and there are no volunteers available, the City shall assign the work in accordance with Article IV, section 6 of the collective bargaining 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 28th day of July, 2021.

FOR THE CITY OF DOVER

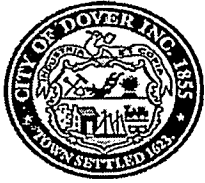
FOR A.F.S.C.M.E.

Signature Date: 7/28/21

Appendix A

AFSCME Position	Grade
LABORER I	D08
LABORER II	D09
MAINTENANCE MECHANIC I	D10
TRUCK DRIVER	D10
HEAVY EQUIP OPERATOR I	D11
MAINT MECHANIC II	D11
MAINT SPECIALIST I	D11
PUMP STATION OPERATOR I	D11
HEAVY EQUIPMENT MECHANIC I	D12
INVENTORY COORD	D12
SOLID WASTE ASSISTANT	D12
HEAVY EQUIP MECHANIC II	D13
HEAVY EQUIPMENT OPERATOR II	D13
MAINTENANCE SPECIALIST II	D13
PUMP STATION OPERATOR II	D13
WWTP OPERATOR I	D14
MAINT MECHANIC III	D15
MAINT SPECIALIST III	D16
WWTP OPERATOR II	D16
GROUNDSKEEPER I	NR
GROUNDSKEEPER II	NR

The Department Head shall have discretion to start new employees up to and including at Step 4. Any placement higher than Step 4 shall be submitted to the AFSCME Executive Board with the option to reject within one (1) week of receipt of information. The candidate information being sent to the Executive Board shall exclude personal demographic information, but shall include any relevant licensure, education, and/or experience for consideration in making a determination.



FY2022 Wage Schedule City of Dover, NH

Appendix B

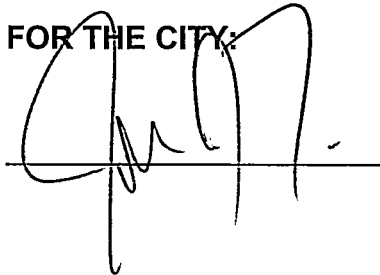
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
D01	\$9.54	\$9.85	\$10.16	\$10.47	\$10.78	\$11.09	\$11.39	\$11.70	\$12.01	\$12.32	\$12.63	\$12.94	\$13.25	\$13.56	\$13.87
D02	\$10.25	\$10.58	\$10.91	\$11.24	\$11.57	\$11.90	\$12.23	\$12.56	\$12.89	\$13.22	\$13.55	\$13.88	\$14.21	\$14.54	\$14.87
D03	\$11.02	\$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

MEMORANDUM OF AGREEMENT
THE CITY OF DOVER, NH – and – AFSCME, LOCAL 572

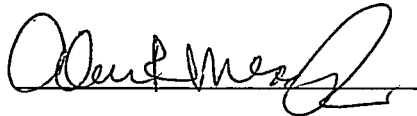
The City of Dover, NH and the American Federation of State, County, and Municipal Employees having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2021 through June 30, 2024 are further agreed that:

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 AFSCME.

FOR THE CITY:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

FOR AFSCME, Local 572:

A handwritten signature in black ink, appearing to be "Dennis [unclear]", written over a horizontal line.

Signature Date: _____

7/28/21