

MASTER AGREEMENT  
BETWEEN THE CITY OF MANCHESTER, NH  
AND  
LOCAL 298, AFSCME, AFL-CIO

2010 - 2013

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PREAMBLE.....	4
	RECOGNITION.....	5
2	NON-DISCRIMINATION.....	6
3	MAINTENANCE OF MEMBERSHIP.....	7
4	DUES DEDUCTIONS.....	8
5	SENIORITY.....	9
6	PROMOTIONS AND TRANSFERS.....	11
7	WAGES.....	13
8	HOURS-OF WORK AND OVERTIME.....	15
9	PLUS RATES.....	18
10	EMERGENCY WORK.....	19
11	SPECIAL EMERGENCY RATES.....	20
12	STANDBY TIME COMPENSATION.....	21
13	NIGHT SHIFT DIFFERENTIAL.....	22
14	HOLIDAYS.....	23
15	ANNUAL VACATIONS.....	24
16	SICK LEAVE.....	26
17	SICK LEAVE BANK.....	29
18	LEAVE OF ABSENCE.....	34
19	BEREAVEMENT LEAVE.....	35
20	MATERNITY LEAVE.....	36
21	MILITARY LEAVE.....	37
22	JURY DUTY.....	38

AFSCME MASTER AGREEMENT  
July 1, 2010-June 30, 2013

23	EDUCATION INCENTIVE REIMBURSEMENT.....	39
24	LIFE INSURANCE.....	40
25	HOSPITAL/MEDICAL INSURANCE.....	41
26	UNIFORMS.....	43
27	TRAVEL ALLOWANCE.....	44
28	SAFETY.....	45
29	BULLETIN BOARDS.....	46
30	DISCIPLINARY PROCEDURES.....	47
31	GRIEVANCE PROCEDURE.....	48
32	MANAGEMENT'S RIGHTS.....	51
33	STRIKES PROHIBITED.....	52
34	CONTRACTING AND SUBCONTRACTING OUT.....	53
35	STABILITY OF AGREEMENT.....	54
36	TRAINING.....	55
37	MISCELLANEOUS.....	57
38	TERMINATION.....	58

**PREAMBLE**

The purpose and intent of the City of Manchester and the Union entering into this Agreement is to promote orderly and peaceful relations between the City and the organized employees in the Bargaining Units included in the following Agreement and to provide on behalf of the citizens of Manchester approved services in an effective and efficient manner.

**ARTICLE 1**  
**RECOGNITION**

**1.1** The City of Manchester, NH hereby recognizes Local #298, AFSCME, as the exclusive representative of the bargaining units contained herein for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, other than those managerial policies referred to in RSA-273-A:1, XI, which are the exclusive prerogative of management.

Full-time, non-probationary employees in the following classifications are members of the respective bargaining units.

**A. PUBLIC WORKS DEPARTMENT**

**1.2** **HIGHWAY DIVISION**

Accountant I and II, Accounting Specialist II, Boiler Plant Operator, Customer Service Rep II, Dispatcher, Drop Off Facility Worker, Drop Off Facility Supervisor, Engineering Technician I and II, Equipment Mechanic I and II, Equipment Operator II, III, IV and V, Equipment Service Technician I and II, Graffiti/Maintenance Worker, Highway Supervisor I, II and III, Highway Support Specialist, Inventory Specialist II, Laborer, Maintenance Mechanic, Public Services Worker I, II and III, Public Works Facilities Supervisor, Reconstruction Coordinator, Refuse Collector, Refuse Truck Driver, Scale Operator, Solid Waste Compliance Officer, Survey Instrument Person, Survey Party Chief, Survey Rod Person, Timekeeper, Utility Inspector I and II, WWTP Inspector.

**1.3** **TRAFFIC DIVISION**

Traffic Maintenance Supervisor, Traffic Maintenance Worker I and II, Traffic Sign Painter, Traffic Signals Supervisor, Traffic Signals Technician.

**1.4** **ENVIRONMENTAL PROTECTION DIVISION**

Accounting Technician, Administrative Assistant III, Custodian, Customer Service Rep II, Electrician II, Laboratory Technician II, Laborer, WWTP Mechanic, WWTP Operator, WWTP Pre-Treatment Inspector, WWTP Shift Supervisor.

**B. PARKS, RECREATION AND CEMETERY DEPARTMENT**

**1.5** Arborist, Carpenter, Equipment Mechanic I and II, Equipment Operator IV, Horticultural Supervisor, Irrigation Technician, Recreation Facilities Maintenance Worker, Recreation Maintenance Supervisor I, Recreation Maintenance Worker I, Ski/Aquatics Maintenance Worker.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**2.1**           **NON-DISCRIMINATION BY THE CITY**

The City and the Departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

**2.2**           **NON-DISCRIMINATION BY THE UNION**

The Union Officers and members agree not to discriminate in any way against employees who are not members of the Union, or to bar employees from joining or remaining in the Union, except for non-payment of dues.

**2.3**           The City, the Departments covered by this Agreement and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

**3.1** Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter.

**3.2** Effective January 1, 2008, members of the bargaining unit who are not members of the Union shall be required to pay agency fees, in lieu of union dues, to the Union.

**3.3** Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, or agency fees, the Union agrees to hold the City harmless in any such dispute.

**3.4** The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date.

**ARTICLE 4**  
**DUES DEDUCTION**

**4.1** The City agrees to authorize the deduction of Local 298 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to: The Treasurer of Local 298, AFSCME.

**4.2** The Union will keep the City informed of the correct name and address of the Treasurer of Local 298, AFSCME.

**4.3** This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of Local 298, AFSCME.

**4.4** If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

**4.5** The City will notify the Treasurer of Local 298, AFSCME, in writing within two (2) working days of the cancellation of dues deduction by an employee who had previously signed an authorization for said deduction.



**ARTICLE 5**  
**SENIORITY**

**5.1** 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.

**5.2** Department Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired.

**5.3** Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article VI of this Agreement.

**5.4** No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Effective January 1, 1983 such employees shall retain their same rate of pay for a period of 12 months from the date of such reduction in classification and pay grade. After 12 months the employees will be reduced to the proper pay step in the lower pay grade.

Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 5.4.

**5.5** 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.

**ARTICLE 5 - SENIORITY (continued)**

**5.6** Until an employee has served the six (6) month initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

**5.6** 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 involved, certified to by an affidavit from Workmen's Compensation Carrier.

(b) Illness not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three months.

(c) Maternity Leave will not affect the seniority of an employee.

(d) If the probation period for a school nurse is extended due to the school summer vacation, subject to Articles 7.6 and 7.7 of this Agreement, the B3 Merit step will be granted eighteen (18) months after the date of hire as a full-time employee, if the school nurse receives a satisfactory B3 evaluation.

**5.8** An employee shall lose his/her seniority for, but not limited to the following reasons:

(a) If an employee is discharged and if such discharge is not overruled by an appropriate authority.

(b) If he/she resigns.

**5.9** The employees' 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 this Article. This classification seniority must have been continuous in nature to merit consideration under this section.

**5.10** The preparation and maintenance of the Department and Classification Seniority Rosters shall be the responsibility of the City, approved by the Union, and is to be a part of this Agreement. The Department and Classification Seniority lists are to be drawn up and posted once a year in January.

**ARTICLE 6**  
**PROMOTIONS AND TRANSFERS**

**6.1** The Departments reserve and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duty, but shall be governed by departmental seniority where equal qualifications, ability and performance of duty, as determined by the Department, have been demonstrated.

When a position becomes vacant as the result of a promotion or retirement, the Department, within thirty (30) days shall notify the Union in writing of its intentions regarding the filling of the vacancy. This notification shall be advisory only and shall not be subject to the grievance and arbitration provisions of this Agreement.

**6.2** Jobs to be filled through promotion shall be posted on the department bulletin boards in which the vacancy occurs for a period of five (5) working days.

Management shall make a determination of the filling of such posted position no later than 30 working days after the close of the posting period.

**6.3** After an award is made of a promotion the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted, in accordance with the grievance procedure.

**6.4** Vacancies in management positions which are excluded from the bargaining units shall be posted on the departmental bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.

**6.5** Wherever possible, promotions shall be made from the ranks of regular employees who are employed by the department in which the vacancy occurs.

**6.6** Employees in the Department where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employees may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work.

**6.7** When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved it will be settled by using the grievance procedure in Article 30.

**ARTICLE 6 - PROMOTIONS AND TRANSFERS (continued)**

**6.8** Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

**6.9** The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

**6.10** If qualified candidates are not available or have not responded to the posting within a department where a vacancy occurs the job will then be posted throughout the City Departments. Preference will be given to City employees who meet the qualification, ability and performance of duty standards before seeking applicants outside the City service. Candidates from departments other than the department in which the vacancy occurs shall be notified by the department of the status of his/her application and the reason(s) for not being selected for the position. A candidate for positions in departments other than the department in which he/she is employed shall not have the right to file a grievance if not selected for such position(s).

**6.11** An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status for not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties then he/she shall be reduced in status to the same classification pay grade and pay step as he/she had obtained prior to promotion.

**6.12** **LATERAL TRANSFERS:**

An employee who has been promoted or transferred shall only be eligible for additional lateral transfers within the same pay grade after one (1) year on the job, unless the financial rewards are greater, or at the discretion of the Department Head, if he/she seeks such a lateral transfer within a shorter time period.

**ARTICLE 7**  
**WAGE RATES**

- 7.1** Effective July 1, 2010, the Salary Schedule shall be increased by one and one half percent (1.5%).
- 7.2** Effective July 1, 2011, the Salary Schedule shall be increased by two and one half percent (2.5%).
- 7.3** Effective July 1, 2012, the Salary Schedule shall be increased by two and one half percent (2.5%).
- 7.4** Employees will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.
- 7.5** Outstanding performance evaluation bonus payments will cease, effective on date of ratification.
- 7.6** Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Union and the City. See Appendix A, attached.
- 7.7** The longevity waiting periods for employees shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three-percent (3%) will take effect on the employee's anniversary date of employment.
- 7.8** Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary.

**ARTICLE 7 WAGE RATES (continued)**

**7.9** Employees who have attained the requirements for the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the following mutually agreed provisions as detailed on attached Appendix B to this agreement.

**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

**8.1** The normal work week shall consist of any work performed up to forty (40) hours per week Monday through Friday at straight time pay. The normal work day shall consist of any work performed up to eight (8) hours in any one day.

**8.2** All times worked in excess of the normal work day and all time worked in excess of the normal work week shall be paid at the rate of time and one-half. Paid holidays and paid vacation occurring during the work weeks shall be counted as hours worked for purpose of determining the forty (40) straight time hours. (Exceptions to the above, noted in Article 11, Special Emergency Rates.)

Employees working at overtime rates prior to 12:30 a.m. for snow removal operations will continue to receive the overtime rate if they continue to work after the start of the next regular work day; provided, however, no employees will be permitted to use sick leave during snow removal operations, except in cases of bona fide health emergencies.

**8.3** Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the three (3) hour minimum guarantee period.

Any employee who is called in one hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined in the previous subsection of this section.

Departments may schedule employees to start their next day's shift at a time earlier than the regular time without extra compensation under the callback provision of this section, provided such change in schedule is made prior to the completion of the shift the preceding day.

**ARTICLE 8 - HOURS OF WORK AND OVERTIME (continued)**

**8.4** The workday or workweek will not be interrupted to avoid the payment of overtime.

**8.5** Overtime work which is scheduled in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification within the division of the department which normally performs the work. If the overtime situation requires additional employees to be assigned then such assignments shall be made among qualified employees on the basis of departmental seniority.

The Highway Department reserves the right to hold heavy equipment operators, i.e., loader operators, grader operators, shovel operators, or foremen assigned to said equipment in reserve for snow plowing operations. When the heavy equipment operators, listed above, are called in for snow plowing operations, they will continue to be paid at time and one-half after the start of the next regular work day.

In the event an employee is inadvertently passed over for an overtime opportunity, that employee will be offered the next replacement overtime opportunity, off the same list.

**8.6** No temporary employees shall be assigned to overtime work until all regular employees shall have had the opportunity for such assignment.

**8.7** Overtime for employees in the Parks & Recreation Department shall be by an approved work schedule for the JFK Coliseum and the West Side Arena and shall be rotated among all employees by job classifications.

Employees shall have first right to overtime work by classification. If insufficient coverage is volunteered then Foremen shall be offered the overtime work before it is assigned to the classification.

If for any reason the department is unable to staff



**ARTICLE 8 - HOURS OF WORK AND OVERTIME (continued)**

these above-mentioned locations, the employee with the least classification seniority must make himself/herself available for such overtime work. If the employee with the least seniority is unavailable for a legitimate reason, then the overtime will be assigned to the employee with the next lowest classification seniority. In other words, overtime will be assigned to employees in the reverse order of classification seniority (least to most). This section is to allow the Parks & Recreation Department to maintain adequate personnel at the above-mentioned locations.

**8.8** The schedules in the Highway Incinerator, Highway Wastewater Treatment Plant and the Highway Dispatchers shall constitute an exception to the provisions of Section 8.1 and shall be considered as regular hours of work at straight time pay.

**ARTICLE 9**  
**PLUS RATES**

Effective upon the date of ratification of this agreement hourly paid employees in the bargaining units will be compensated on a Plus Rate basis of one pay step (no less than 5% to the nearest whole cent) above his/her present rate or the entrance rate, whichever is higher, for working in higher level classifications for each completed hour of work in such higher level assignment.

**9.1** Effective upon the date of ratification of this agreement salaried employees in the bargaining units will be compensated on a Plus Rate as stated above for each completed work day of assignment in higher level classifications.

**9.2** An employee may be temporarily assigned for a period not to exceed thirty (30) calendar days to the work of any position of the same or lower grade without a change in rate of pay.

**9.3** In those cases when an hourly rated employee is assigned to temporarily serve in a higher level salaried position, such as a Superintendent's position in the Highway Department, then such hourly rated employees shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.

**9.5** Assignments to higher paying job classifications, temporary or otherwise, shall be made in accordance with the provisions of Article 6, Section 1, of this Agreement.

**9.4** All new positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the department bulletin boards for at least five (5) working days and any interested employee shall have the opportunity to apply for such positions, promotions or transfers.

**ARTICLE 10**  
**EMERGENCY WORK**

**10.1** It shall be the duty of all able bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

**10.2** When an employee responds to an emergency work situation and due to hours worked and/or physical exhaustion, is relieved from working the normal work schedule, and such employee is required to work on a Saturday then such Saturday work shall be paid at the overtime rate.

**10.3** If an employee is called back from vacation due to an emergency situation then all hours of work shall be paid at the time and one-half rate of pay until the employee returns to his/her regular work schedule.

**ARTICLE 11**  
**SPECIAL EMERGENCY RATES**

**11.1** Effective on the date of ratification, employees required to operate snow removal vehicles equipped with wing plows and/or vehicles equipped with salt/sand spreaders, during snow plowing and snow removal operations only, shall be paid an additional sixty cents (\$.60) per hour over and above their current hourly rate while operating said equipment.

Effective January 1, 2005 the rate shall increase to \$.65; effective January 1, 2006, \$.70; and effective January 1, 2007, \$.75.

**11.2** Employees in said bargaining units shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as the result of snow or other emergencies as determined by the departments involved.

**11.2** When an employee is relieved from duty during emergencies prior to the completion of his/her regular work shift, either at the request of the supervisor, or at the request of the employee, with the approval of the proper authority because of long hours of work and/or exhaustion as the result of said emergency, and said employee is required to return to work prior to the start of his/her regular work shift, he/she shall be paid at his/her overtime rate for such hours of work performed prior to the start of said employee's next regular shift.

**ARTICLE 12**  
**STANDBY TIME COMPENSATION**

**12.1** Employees who are assigned during their normal off duty hours by their department to standby duty shall be in immediate communication with their department during the standby period, and shall report to work immediately, but in no case longer than 30 minutes from the time of first contact.

For the purpose of this Article a standby day shall mean Monday through Friday (16 hours per day) and Saturday and Sunday (24 hours per day).

Effective the date of ratification, the standby duty rate shall be \$16.28 per day for Monday through Friday and \$25.04 per day for Saturday, Sunday and Holidays.

**12.2** There shall be no reduction of the standby rate as defined in the preceding section in the event an employee on standby is called in and reports to work.

**12.3** The Departments agree to provide employees on call with communication devices, such as Comex "beepers", including three (3) "beepers" at the Highway Department.

**12.4** Foremen who are assigned to standby duty and who are called in and report to work may perform any duties and/or operate any equipment they are qualified to operate, provided that such equipment is not normally operated by an employee in a classification with a higher pay grade.

**ARTICLE 13**  
**NIGHT SHIFT DIFFERENTIAL**

**13.1** Effective July 1, 2007, any permanent full-time or permanent part-time employee covered by this Agreement who is assigned to a permanent second or third shift or on a periodic rotating basis to the second shift shall be paid \$.75 per hour in addition to the regular rate of pay for such assignment. Effective July 1, 2008, the differential shall increase to \$.85 per hour.

Such premium shall apply when half or more of the shift is scheduled after 6:00 PM and before 8:00 AM and shall be paid for all hours worked on such shift.

**13.2** Night shift payments shall not be pyramided, compounded or paid at an overtime rate, but shall be based on the flat cents per hour as provided in Sections 13.1, 13.2 and 13.3.

**13.3** It is agreed by all parties concerned that incumbents in positions which are currently assigned to night shifts shall receive either the cents per hour, as stated under the provisions of Section 13.1 and 13.2, 13.3 and 13.4 above, OR a 6% shift differential whichever is the higher amount.

As incumbents leave the night shift assignments their replacements shall be paid the flat cents per hour for such shifts, as provided in Section 13.1, 13.2, 13.3 and 13.4 above.

"Incumbents" are defined as those employees who were assigned to such night shifts in 1978 and continuing thereafter in such assignments.

**13.4** An employee shall be paid a night shift differential only while the employee is actually working on such a shift or is on authorized vacation or sick leave with pay, provided that he/she is so assigned both immediately before and after such leave; provided, however, that such premium pay shall not continue for more than thirty (30) days while on paid sick leave.

**ARTICLE 14**  
**HOLIDAYS**

**14.1** All employees, except temporaries, school-term employees and those who work less than one-half time, shall be paid for the following named holidays and any other day proclaimed as a holiday by the Board of Mayor and Aldermen. 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 the holiday.

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Civil Rights Day*	Columbus Day
Memorial Day	Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	

\* Civil Rights Day shall be celebrated as a floating holiday, subject to the same scheduling provisions as found in section 15.6 of this Agreement.

**14.2** All work performed on a holiday shall be paid at the rate of time and one-half over and above regular hours paid for the holiday, for all hours worked.

**14.3** An employee shall be entitled to the holiday pay referred to in Section 14.1 if he/she works the day preceding and the day following the particular holiday, but not otherwise except for a substantial reason or emergency.

**14.4** Paid Holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

**ARTICLE 15**  
**ANNUAL VACATIONS**

**15.1** Effective on the date of ratification, permanent employees who have been in the continuous employ of the Department for one (1) year or more will be allowed vacations in accordance with the following schedule:

(a) Accrual rate for two (2) calendar weeks begins on date of hire. Employees serving in an initial probationary period accrue vacation, but are not eligible to use vacation during the first six months of employment. Such probationary employees are not entitled to any vacation benefits if terminated during the initial probation period.

(b) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.

(c) Accrual rate for four (4) calendar weeks begins at the beginning of fifteen (15) years of continuous service.

(d) Accrual rate for five (5) calendar weeks begins at the beginning of twenty (20) years of continuous service.

**15.2** Vacations shall be scheduled within the departments at the discretion of the Department Heads to provide the least disruption of departmental operations.

Selection of vacation periods shall be by department seniority and shall be granted insofar as possible at the times requested by the employee, in accordance with operating requirements; provided, however, that summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select a summer vacation. Furthermore, a department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations.



**ARTICLE 15 - ANNUAL VACATIONS (continued)**

**15.3** No employee shall be permitted to accrue in excess of one and one-half (1 1/2) times his/her annual earned vacation; i.e. employees who earned (10) days of vacation per year shall have no more than (15) days earned vacation to his/her credit at any one time; employees who earned (15) days of vacation per year shall have no more than 22 1/2 days earned vacation to his/her credit at any one time.

**15.4** Employees who are assigned to work schedule which includes planned overtime on a regular schedule, such as Highway Department Dispatchers, shall be allowed to use accrued vacation to apply to the sixth work day, provided that such vacation is charged and paid at the straight time rate, and further provided the above shall not increase the rate of accrual or amount of accrued vacation time.

Nothing in the above paragraph shall limit management's right to change the work schedule to eliminate planned scheduled overtime for such employees.

**ARTICLE 16**  
**SICK LEAVE**

**16.1** Sick Leave shall be in accordance with NH Laws of 1943, Chapter 291, Section 1. Each permanent full-time employee shall earn sick leave with pay at the rate of 1 1/4 days of sick leave for each completed month of service. Sick leave shall not be taken in advance of earning same.

**16.2** Employees who are initially employed in a temporary status and who are assigned to permanent status in the same Department, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

**16.3** Effective on the date of ratification of this Agreement, the maximum sick leave accumulation will be increased to one hundred twenty (120) days. It is agreed and understood that there will be no retroactive payments of any kind as a result of this increase in maximum accumulation. Further, there will be no retroactive adjustments to the sick leave bank.

Effective on the date of ratification, employees will be eligible to begin to accumulate the increased sick leave.

Accrual shall include the six (6)month probationary period, but employees will not be allowed to use sick leave until they satisfactorily complete the probationary period.

**16.4** Employees who are absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment and for all authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate as though they were on duty, subject to the maximum limitation herein provided. Employees who are absent on authorized leaves of absence without pay for not over 10 work days in any 30 calendar day period shall continue to accrue sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation herein provided.

**ARTICLE 16 - SICK LEAVE (continued)**

**16.5** An employee eligible for sick leave with pay may use such sick leave for absences due to his/her illness or injury; the illness or injury of a spouse, child or other blood relative or ward residing in the same household when FMLA leave is approved, or for exposure to contagious disease. Upon approval of his/her department head, he/she may use sick leave for dental appointments, physical examinations or prescribed treatment by a physician. The Department Head shall require a doctor's certificate before approving sick leave with pay for a period or periods of absences of more than three (3) work days.

Any employee who receives sick leave benefits and who subsequently receives payment through Worker's Compensation or through an insurance carrier for wages for the same days shall repay the City for the sick leave benefits.

**16.6** Department Heads and the Union may require an employee to justify each day of absence for sick leave if the employee's absentee record indicates a patterned use of sick leave which is in excess of the average days used by employees of the department.

**16.7** Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one hour.

**16.8** During periods of absence for approved paid sick leave the employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

**16.9** On separation from City service, all sick leave credits shall be cancelled except in a case of paid retirement, duty disability retirement, or death while in active service.

Effective on the date of ratification, all accrued sick leave up to, but not to exceed eighty (80) work days shall be paid plus payment of one-quarter of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days of accrued sick leave at their regular pay. Employees hired after July 4, 2004, shall be entitled to payment for up to

**ARTICLE 16 - SICK LEAVE (continued)**

sixty (60) days, plus one-quarter of the balance of their accrued sick leave up to one hundred twenty (120) days.

Effective on July 1, 2004 or the date of ratification, whichever comes later, employees shall also be entitled to the benefits under City Ordinance 33.081 (H), as it may be amended from time to time.

Employees hired after the ratification date of this Agreement shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed forty (40) days.

**16.10 SICK LEAVE NON-ABUSE**

Effective January 1, 1986 employees who use six (6) days of sick leave or less in the preceding calendar year will receive two (2) personal leave days, to be scheduled by the Departments. Personal Leave days must be used during the calendar year they are credited and shall not accumulate and shall not be carried over year after year. Personal Leave days taken by employees who are assigned to work schedules which includes planned overtime on a regular schedule, such as Highway Department Dispatcher, shall be counted as days worked for overtime purposes.

**16.11 CHANGING VACATION TO SICK LEAVE**

Employees who are on paid vacation who are hospitalized for injury or illness may, at their option and provided they have sick leave credits accrued, have their vacation time changed to paid sick leave for the period of time they are actually hospitalized.

**ARTICLE 17**  
**SICK LEAVE BANK**

**17.1** A voluntary sick leave bank, to cover employees in the bargaining units covered under the Master Agreement and other contracts with Local 298, AFSCME, is hereby established. The operation of such sick leave bank shall be subject to the rules and guidelines set forth in this Article.

**17.2** The purpose of the sick leave bank is to provide assistance to employees who suffer long-term illness or injuries which are non-job connected. It is established to provide additional paid benefit days beyond the employee's accrued days when an employee has exhausted his accrued sick leave and continues disabled for an additional fifteen (15) consecutive calendar days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

**17.3** **ADMINISTRATION**

The Sick Leave Bank shall be administered by a five member Administrative Committee.

Three (3) members of the Committee shall be appointed by the Union from employees in the bargaining units who are enrolled in the Sick Leave Bank, provided that no more than one member shall be appointed from the same bargaining unit at any one time.

Two (2) members of the Committee shall be appointed by the Mayor from the Management of the Departments wherein the bargaining units are located, with no more than one member from a department serving at any time.

The first Committee members shall be appointed in the following manner:

One member appointed by the Union for a one (1) year term; one member appointed for a two (2) year term and one member appointed for a three (3) year term. Subsequent appointments shall be for three (3) year terms. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments.

One original appointee of the Mayor shall be for a one year term and one appointee shall be for a three (3) year term and subsequent appointments shall be for a three (3) year term.

**ARTICLE 17 SICK LEAVE BANK (continued)**

**17.4 MEETINGS**

The Committee shall meet at least once each month or more often as deemed necessary by the Chairman. Three (3) members, including at least one (1) Administration member, shall constitute a quorum. A majority of those members present and voting shall decide all questions. Members who are absent for either three (3) consecutive meetings or any six (6) meetings in any twelve (12) months period shall be automatically terminated from the Committee and their terms declared vacant.

**17.5 MEMBERSHIP**

Effective in 1987:

**17.5(A)** All the days that are now in the Sick Leave Bank will remain in the Bank as is. These days are to be used up first in accordance with the current contract.

**17.5(B)** Once this contract has been ratified, each member of the Bargaining Unit will give one (1) day of his/her day's pay on January 1st of each year.

**17.5(C)** Above-mentioned money will be deposited into a bank in Manchester in January of each year.

**17.5(D)** It will be the duty of the Finance Officer to see that the above-mentioned money is deposited into the bank in January of each year.

**17.5(E)** The deposit will be to the bank service which offers the best interest rate.

**17.5(F)** When withdrawals are necessary, the Finance Officer and one dues-paying member of the Sick Leave Bank will be present, and the signature of each will be required.

**17.5(G)** Application for membership shall be made on a form provided by the Committee.

Membership by all employees will be subject to the following restrictions:

(1) Probationary employees who are serving an initial probation period are not eligible for membership.

(2) Full-time employees, except those with less than one year of service, shall have not less than fifteen (15) days of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below fifteen (15) days of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

**ARTICLE 17 SICK LEAVE BANK (continued)**

Employees whose sick leave falls below fifteen (15) days after they are admitted to the Sick Leave Bank, where the usage of sick leave was not the result of extended illness or injury, shall have their membership status reviewed by the Committee. The Committee may temporarily suspend the employee from membership in the Bank if it deems such action to be in the best interest of the Bank.

(1) Employees who have less than one year of service may be admitted to the Bank upon the majority vote of the Committee after a review is made of their status with the Department. Upon admission to membership the conditions stated in the preceding paragraphs will apply.

(2) Full-time employees having less than 30% of their Accumulated sick leave days limit as of the date of their application shall be limited category members if accepted as members by the Administrative Committee.

**17.6 BENEFITS**

Effective January 1, 1990 a member in good standing shall become eligible to request extended sick leave benefits from the Bank for an incapacitating illness or non-service connected injury, provided he has exhausted all his accrued sick leave and his incapacitation extends at least eight (8) consecutive calendar days beyond the exhaustion of his sick leave accrual.

Effective January 1, 1991, the waiting period shall be reduced to five (5) consecutive calendar days. Upon presentation of satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve up to thirty (30) work days of sick leave benefit days from the Bank to be granted to the member. Such sick leave benefit days may be made retroactive to the first work day after exhaustion of his accrued sick leave credits. Should the member still be incapacitated after this time from the same illness or injury he/she may present his/her case for review and be granted additional benefit days, but such additional days may be restricted in number according to the number of benefit days in the Bank at the time. Additional days of benefits shall not exceed thirty (30) work days for each period of incapacitation; provided however, exceptions may be made in cases of long term illness or injury at the discretion of the Committee.

**ARTICLE 17 - SICK LEAVE BANK (continued)**

An employee who is receiving Sick Leave credits from the Sick Leave Bank and who subsequently receives payment through Workmen's Compensation or through an insurance carrier for wages for the same days shall repay the City for such benefits.

Employees shall not be granted any time from the Bank until said employee has reached the 30% requirement as stated above.

**17.7 BANK STABILITY AND LIMITATIONS**

All employees who shall become members of the Sick Leave Bank shall continue in the Bank until December 31st of the current calendar year. Employees shall automatically continue in the Sick Leave Bank for each calendar year thereafter unless the employee shall withdraw from membership prior to December 31st of any calendar year. Withdrawal shall be in writing, duly signed and dated and submitted to the Administrative Committee prior to December 31st. No benefits shall accrue to the withdrawn member thereafter and any sick leave days previously donated to the Bank shall remain in the bank to be disbursed by the Committee.

The number of benefit days in the Bank shall not exceed 1,500 benefit days on December 31st of any calendar year. All excessive days shall be discarded. In the event the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void.

**17.8 ADMINISTRATIVE OVERSIGHT**

In the event there is a question concerning a recipient's eligibility to receive benefits from the Bank, the City may require of the Administrative Committee and the employee proof of each eligibility as well as a physician's certified report of the disabling illness or injury of the recipient. A copy of the minutes of each meeting shall be provided to the President of Local 298 and to the City Personnel Director.

The President of Local 298 or the Personnel Director may request a meeting with the Administrative Committee to discuss any action which has been taken by the Committee and such meeting shall be scheduled as soon as possible after such request.

**17.9 AMENDMENTS**

This Article or any section thereof, may not be amended except through the collective bargaining process or mutual written agreement of the Union and the City representative concerned in that process.



**ARTICLE 17 SICK LEAVE BANK (continued)**

**17.10 EFFECTIVE DATES**

The provisions of this Article shall be effective from January 1, 1986 through December 31, 1988, inclusive, and shall terminate December 31, 1988 unless mutually agreed to continue beyond that date. Such continuation must be agreed to in writing by the parties to this agreement.

**ARTICLE 18**  
**LEAVE OF ABSENCE**

**18.1** The City agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate superior involved before interrupting the work of an employee located at a different work site.

**18.2** Time lost by representatives of the Union on grievance settlements or negotiations shall be paid for by the City as provided in RSA 273-A 11.

**18.2** When an employee is elected President of Local #298 and has to do work which takes him/her away from his/her regular employment with the City, he/she shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed three (3) years, and with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence.

**18.3** Effective January 1, 1990 employees elected as delegates to either the AFSCME International Convention, NH Public Employees Convention, Council #93 or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed a total of ten (10) working days per year.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

**19.1** Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted a permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her:

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

or

a blood relative or ward residing in the same household.

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

Grandmother	Sister-in-law
Grandfather	Aunt
Grandchild	Uncle
Brother-in-law	

**19.2** Under extenuating circumstances, two (2) additional days with pay may be granted under Section 18.1 with written approval of the Department head; such days to be charged to the employee's accrued sick leave.

**19.3** Under no circumstances shall bereavement leave be paid on an overtime basis; however, bereavement leave time shall be counted as hours worked for overtime computation purposes.

**ARTICLE 20**  
**MATERNITY LEAVE**

**20.1** Upon application of the employee on forms to be provided by the City a maternity leave of absence without pay shall be granted to permanent, full-time female employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.

**20.2** An employee shall be entitled to draw her accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of confinement or the birth of the child, during which time the employee is certified as being unable to perform her regular duties, as certified to by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the Department head no later than thirty (30) days after the date of confinement in order to be eligible for sick leave benefits.

**20.2** Extensions of the thirty (30) day paid sick leave benefits may be made by the Department head if circumstances so warrant.

**20.3** An employee shall not forfeit seniority or other benefits during this leave of absence.

ARTICLE 21  
MILITARY SERVICE

21.1 Shall be governed by existing law.

**ARTICLE 22**  
**JURY DUTY**

**22.1** 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 services. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

**22.2** Employees who are called to jury duty and are excused from the jury duty for a day or days shall report to their regular work assignments as soon as possible after being excused.

**ARTICLE 23**  
**EDUCATION INCENTIVE REIMBURSEMENT**

**23.1** The following education reimbursement policy will apply to members of the Bargaining Units covered by this policy.

**23.2** The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards. Payment of seventy-five percent (75%) of the cost of the cost of such courses, but not to exceed \$550.00 per employee in calendar year 1999 (\$715.00 effective date of ratification; \$825.00 effective July 1, 2000) and not to exceed the total budgeted amount of \$11,500 (\$14,950.00 effective date of ratification; \$17,200.00 effective July 1, 2000).

**23.3** Courses must be approved in advance by the Department head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Personnel Department for payment of the course. A procedure will be established to effectuate these payments.

**23.4** Once a course has been approved as meeting the requirement an advance will be made to the employee of one-half (1/2) of the authorized seventy-five percent (75%) of the cost of the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

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

**23.5** If a course is paid for in whole or in part through a Federal or State program then the City will not reimburse for such amount, it being the intent of this section to eliminate double payment for any course.

**ARTICLE 24**  
**LIFE INSURANCE**

**24.1** Effective September 1, 1999, or date of ratification, whichever is later, the City will provide for a Life Insurance fund to provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, but not to exceed \$50,000.00 to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the City or within sixty (60) calendar days after resignation for health reasons.

**24.2** The City reserves the right to contract with a qualified insurance carrier of its choosing to provide the above amounts of benefits.



**ARTICLE 25**  
**HOSPITAL/MEDICAL INSURANCE**

**25.1** Effective July 1, 2007 the City shall provide a hospital/medical policy equivalent to Cigna POS which description to attached hereto as Appendix C, for all bargaining unit members, hired prior to July 1, 2007. The City will pay eighty-seven and one-half (87.5%) percent.

The employee's co-pays shall be as follows:

Option I (PCP) office visit co-pay \$15.00

Option II (direct referral to specialist) office visit - \$30.00

Emergency room visit - \$75.00

Generic prescriptions (one month supply) - \$10.00

Other prescription (one month supply) - \$15.00

Mail order prescriptions (three month supply) - \$1.00

Effective on July 1, 2007, the City may place newly hired employees who are eligible for Health Insurance into the Cigna HMO plan until the next enrollment period following the employee's one year anniversary, at which time those employees may elect to remain in Cigna HMO or elect to change to Cigna POS.

**25.2** It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided that the benefits are not decreased and the costs to bargaining unit members do not increase above the eighty-seven and one half (87.5%) percent rate set forth in Section 1 above.

**25.3** Effective July 1, 2007 the City shall substitute Matthew Thornton Blue Plan with the Cigna HMO plan. The City shall pay ninety-five percent (95%) of that plan's premium cost. It is further agreed that the Board may make available, in addition to the Cigna HMO plan, health insurance plans from other vendors, provided that such plans have been approved by the Union, and participation is voluntary. If an optional health plan is approved, in addition to the Cigna HMO plan, the Board shall be obligated to pay toward the optional plan a monthly amount which is equal to ninety-five (95%) percent of that plan's premiums.

**ARTICLE 25 - HOSPITAL/MEDICAL INSURANCE (continued)**

**25.4** Effective February 1, 2000 or sooner if practical, the City shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to other City employees having such a benefit. The City shall pay eighty-five (85.0%) percent of each monthly premium for the entire year for the coverage selected by each employee. The City agrees to provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix D attached hereto and made part of this Agreement. The City shall pay an amount not to exceed eighty-five percent (85.0%).

Effective July 1, 2003, the total yearly maximum will be increased to \$1,500.00.

**25.6** Effective on July 1, 2008, the City will pay one thousand five hundred dollars (\$1,500.00) to any bargaining unit member who terminates his/her existing health insurance coverage under the City's or School Districts' plans and who also provides satisfactory evidence that he/she has valid alternative health insurance coverage elsewhere. This amount shall be paid annually as long as a bargaining unit member who previously terminated health insurance coverage declines to reenroll.

**ARTICLE 26**  
**UNIFORMS**

**26.1** Effective upon the date of ratification of this Agreement the City agrees to provide work uniforms through a laundry cleaning agency of the City's choosing. Such uniforms shall be provided to Highway, Cemeteries and Parks and Recreation employees who are permanently assigned to the equipment mechanic operations and such uniforms shall be provided to the painting operations of the Traffic Department. Such uniforms shall not exceed five (5) changes per week. Such uniforms shall be determined by the management of the departments concerned. Summer and winter uniforms may be provided the above employees, provided there is no increase in cost to the City for such seasonal uniforms.

**26.2** One set of coveralls shall be supplied to heavy equipment operators who service the assigned equipment. The employees will be responsible for cleaning and repairing the coveralls. Coveralls will be replaced as needed, as determined by Management, under procedures to be established by Management.

**ARTICLE 27**  
**TRAVEL ALLOWANCE**

**27.1** Effective date of ratification of this Agreement, employees who are required to use their personal vehicles for authorized City business will be reimbursed at the current I.R.S. mileage rate.

**27.2** In the event the Department provides a City vehicle for an employee to conduct daily work activities the monthly travel allowance will be discontinued.

**27.3** If an employee is absent for 30 calendar days or longer the monthly travel allowance will not be paid for that period.

**ARTICLE 28**  
**SAFETY**

**28.1** The Departments shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Departments and the Union may meet once in ninety (90) days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the Departments will comply with the Departments' rules and regulations relating to safety, economy, and efficiency of services to the Departments and the Public.

**28.2** 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 month period. In such cases the employee shall replace the second lost article.

**28.3** The City agrees to furnish raincoats and rubber boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued.

**28.4** The City shall furnish gloves, special clothing, safety vests and safety helmets as needed for the health and safety of its employees.

**28.5** In cases of disinterment, necessary protective shots will be given by proper medical officers at the expense of the City.

**28.6** Effective on July 1, 2008, all bargaining unit members who do not hold CDL licenses shall be subject to the same drug and alcohol testing as CDL employees. Results related to these tests shall be compiled and recorded separately from CDL records required by federal regulations.

**ARTICLE 29**  
**BULLETIN BOARDS**

**29.1** The Departments shall provide space for bulletin boards for the posting of notices of the department addressed to the employees and notices of the Union addressed to the members. The Departments shall locate its bulletin boards at convenient places within the Department. No Union notice shall be posted in or around the Department's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the Department head or his/her designated representative.

**ARTICLE 30**  
**DISCIPLINARY PROCEDURES**

**30.1** All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

**30.2** (A) All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within five (5) work days from the date of suspension or discharge.

(B) If the Department does not follow Section 29.2 (A) above in the case of a suspension then it shall be deemed that the suspension is without merit. When Section 29.2 (A) above is not followed in the case of a discharge said discharge shall be changed to a two (2) week suspension which shall be grievable.

**30.3** Disciplinary actions will normally be taken in the following order:

- (A) Verbal warning
- (B) Written warning
- (C) Suspension without pay
- (D) Discharge

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

**30.3** No employee shall be penalized, disciplined, suspended or discharged without just cause.

**30.4** Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

**30.5** 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.

**30.6** 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.

**ARTICLE 31**  
**GRIEVANCE PROCEDURE**

**31.1** 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:

**31.2** **STEP 1**

An employee having a grievance must discuss the grievance with the employee's immediate supervisor or the supervisor responsible for the matter being grieved within eight (8) 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 shall be discussed between the employee, a Union representative and the supervisor. The supervisor shall give his/her answer within two (2) working days from the date he/she receives notice of the grievance.

**31.3** **STEP 2**

If the grievant or the Union disagrees with the decision of the supervisor and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article and section violated, the specific grievance and the remedy desired to the employee's department or division head within five (5) work days from the date the decision of the supervisor was rendered. The Department or Division head shall render his/her decision within three (3) work days from the date he/she receives the grievance.

**31.4** If the Department or Division Head is the immediate supervisor of the employee involved in the grievance then the grievance shall be filed directly with the Board, omitting Step 1 and 2 as contained in Sections 31.2 and 31.3 above.

**31.5** (1) If the Union is not satisfied with the disposition of the grievance by the Department or Division Head or no decision has been rendered, the Union must file a request for a pre-arbitration meeting within ten (10) work days after the grievance was filed with the Department Head or the grievance will be null and void. Representatives of the Department involved and the Union will meet with the Chief Negotiator/Contract Administrator within ten (10) work days after the Union makes such request for said meeting, the purpose of which is to determine if the grievance can be settled without



**ARTICLE 31 - GRIEVANCE PROCEDURE (continued)**

arbitration. A representative of the Personnel Department and/or the City Solicitor's Office shall attend only as necessary, provided that there is mutual agreement of the parties.

(2) If no settlement is reached as a result of the meeting as stated in 31.6 (1) above, the Union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the American Arbitration Association to appoint an arbitrator to resolve said grievance, such action to be filed within ten (10) working days after the meeting under 31.6 (1) has occurred or a decision has been reached, but not later than five (5) working days after the meeting.

If the Union fails to submit such written request for the appointment of an arbitrator within said ten (10) working days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

**31.6** A grievance by a Department Head against the Union shall be presented in writing to the Union President, and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented, said meeting to take place during the normal working hours.

If a satisfactory agreement is not reached at the meeting as stated above then the Department Head may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section 31.6 of this grievance procedure.

**31.7** The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement.

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

**31.9** The expenses of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are not City employees who are called by them.

**31.10** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms

**ARTICLE 31 - GRIEVANCE PROCEDURE (continued)**

of this agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

**31.11** If said grievance is not reported and/or processed within the time limits set forth in Sections 31.2, 31.3, 31.5 and 31.6 the matter shall be dismissed and no further action shall be taken with respect to such grievance.

**31.12** The above times may be extended or by-passed by mutual written agreement of the parties.

**31.13** 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 32**  
**MANAGEMENT'S RIGHTS**

**32.1** 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 function of Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management in accordance with the provisions of RSA 273:1:XII.

**32.2** 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 33**  
**STRIKES PROHIBITED**

**33.1** Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the Departments or the City of Manchester during the term of this agreement.

**ARTICLE 34**  
**CONTRACTING AND SUBCONTRACTING OUT**

**34.1** The City recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force.

**34.2** If the City or a Department of the City covered by this agreement changes its method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City and/or Department will give notice to the Union of it's intention. Furthermore, the City will make every effort to absorb affected employees into other City positions. In those cases where employees are not absorbed into other City positions, the City and/or Department will provide as much advance notice of pending lay-offs as reasonably possible.

**ARTICLE 35**  
**STABILITY OF AGREEMENT**

**35.1** Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific article or section in question.

**ARTICLE 36**  
**TRAINING**

**36.1** When any department determines there is a need for a formal training program to train employees for skilled jobs within the department then such training program will be posted on the departmental bulletin boards for five work days.

**36.2** Employees shall submit their names to the department for consideration for the training program. Those who post for the training program must possess valid licenses and/or certificates required for the job.

**36.3**

- (a) Whenever possible, training opportunities will be posted twice a year, spring and fall.
- (b) Employees attendance, overtime and safety records will be considered when selecting trainees.
- (c) Subject to (b), above, employees will be limited to two (2)-training opportunities per calendar year, by Department seniority, by pay grade (equal or lower than the positions being trained). If there is a question on the senior employee, with twenty (20) years of service with the Department who requests training for a lower graded position, a question of special circumstances will be submitted to the Labor/Management Committee for final determination.
- (d) Training will be done by an incumbent in the classification, who shall be selected by the department.
- (e) Incumbents who refuse to train employees will be subject to discipline as recommended by the affected division superintendent and/or Chief or Assistant Chief of Operations.
- (f) An employee who successfully completes training is required to fill the position as necessary, in compliance with the plus rate provisions of this Agreement.
- (g) If the employee is trained and he/she refuses to accept the full time position, he/she will be disqualified from further training for two (2) years, at the discretion of management.
- (h) If an employee trains for two (2) positions and accepts the full-time position for one (1) of them, he/she will not be disqualified from further training under (g), above.

**36.4** The duration of the training programs for the various skill levels will be determined by management, with recommendations from the labor/management advisory committee.

**ARTICLE 36 - Training (continued)**

**36.5** Employees who are selected for training programs may be removed from the programs before the completion of the program if they are unable to satisfactorily complete the program, other than due to illness or injury.

**36.6** Employees who satisfactorily complete training programs will be awarded Certificates of Completion.

**36.7** A joint Labor/Management Advisory Committee shall be appointed which will be responsible for formulating the training program policies and procedures. The Labor/Management Advisory Committee will be composed of three representatives from Labor, to be appointed by the President of Local 298, and three representatives from Management, to be appointed by the Public Works Director, plus one member from outside the Department who shall be mutually agreed to by the members of the Committee and who shall be chairman of the Committee.

**36.8** The Labor/Management Advisory Committee shall submit its report on the training program within four months following the date of their appointment. The training program shall be implemented within the available resources of the Highway Department. If resources are less than required then both Labor and Management will work to obtain the required resources.



**ARTICLE 37**  
**MISCELLANEOUS**

**37.1** The City agrees to print fifty (50) copies of this Agreement within sixty (60) days of its signing.

**37.2** The City agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the City Finance Department.

**37.3** **FMLA POLICY**

The Union agrees to accept the City's Family and Medical Leave Act (FMLA) Policy, subject to its review by the Union's attorney, with the understanding that the policy will not be changed except by mutual agreement.

**37.4** **CDL LICENSES**

Effective on the date of ratification, the City will pay for commercial drivers licenses and any endorsements for employees who are required by the Department to have them.

**ARTICLE 38**  
**TERMINATION**

Upon ratification by the respective parties, this Agreement shall be in effect from July 1, 2010 through June 30, 2013, with effective dates for specific provisions as stated in the various Articles.

[NOTE: Pursuant to RSA 273-A:3, II (a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, 2012 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.]

**FOR LOCAL 298, AFSCME, AFL-CIO**

**FOR ALDERMANIC NEGOTIATING TEAM**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE SIGNED:**

**DATE SIGNED:**

**Memorandum of Understanding**

In accordance with the Master Agreement (2007-2010) entered into by the parties, City of Manchester, NH and Local 298, AFSCME, AFL-CIO, Article 3.2, it is understood that the term agency fee shall mean that the agency fee requirement in lieu of union dues shall be a condition of employment.

Date:

SIGNED:  
AFSCME, AFL-CIO, Local 298

CITY OF MANCHESTER, NH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_