

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN

CITY OF MANCHESTER

And

AFSCME Council 93, Local 298

For Facilities

for

July 1, 2018 to June 30, 2021**

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PREAMBLE

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

ARTICLE 1
RECOGNITION

1.1 **DEFINITIONS.**

- "Department" refers to the Department of Public Works
- "Division" refers to the Facilities Division of the Department
- "Management" or "Director" refers to the Public Works Director or his/her designee.
- "Union" refers to Local 298, AFSCME, AFL-CIO.
- "Regular Employee" refers to an employee who has completed an initial probation period and is in a budgeted permanent position.

1.2 **EXCLUSIVE REPRESENTATION.** The Department recognizes Local 298, AFSCME, as the sole and exclusive representative of all employees in the Bargaining Unit, for the purpose of collective bargaining for salaries, wages, benefits and such working conditions as are covered by this Agreement and which are not excluded from negotiations under New Hampshire law.

1.3 **BARGAINING UNIT.** The Bargaining Unit shall include all regular, full-time, permanent employees of the Facilities Division in the classifications of Building Automation Specialist, Highway Support Specialist, Building Maintenance Technician, HVAC Technician, Plumber and Electrician and excluding all others.

ARTICLE 2
NON-DISCRIMINATION

2.1 The Division and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of membership in the union, non-membership in the union, race, religion, creed, color, national origin, sex, age or handicapped persons, except where physical condition is a bona fide occupational qualification.

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 of the execution thereafter.

The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of the contract notifying employees of their right to withdraw from the Union.

3.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.

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

ARTICLE 4
RIGHTS OF EMPLOYEE REPRESENTATIVES

4.1 With the exception of processing and resolving grievances, negotiating contracts and discussing immediate safety hazards the Union will not be allowed to transact any business on Department time. The Division Steward shall be allowed reasonable time for the handling of such grievances, provided such processing of grievances does not disrupt the normal operations of the department.

4.2 The Steward shall ask the supervisor for permission to leave the job to investigate and adjust grievances, and such permission shall be granted without unreasonable delay, provided the job assignment is not of an emergency nature. It is further agreed that this provision shall be limited to periods of regular pay.

ARTICLE 5
DUES DEDUCTIONS

5.1 The Department agrees to authorize the deduction of Local 298 dues from each employee who has signed an authorization and to send said dues to: The Treasurer of Local 298, AFSCME.

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

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

5.4 If any employee has no check coming to him, or her, or if his 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.

5.5 Should there be a dispute between an employee and the Union over the matter of deductions the Union agrees to hold the City harmless in any such dispute.

5.6 DUES DEDUCTION. 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.

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 on any such dispute.

ARTICLE 6
UNION RESPONSIBILITIES

6.1 Consistent with the principle of a fair day's work for a-fair day's pay, and consistent with the employees welfare in regard to safety, health and sustained effort, the Union agrees to cooperate with management in its effort to increase employee effectiveness and productivity.

6.2 The Union also agrees to cooperate to eliminate excessive absenteeism and sick leave abuse.

ARTICLE 7
MANAGEMENT'S RIGHTS

7.1 The direction of Division 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 and the Board and in accordance with the provisions of New Hampshire law.

7.2 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 8
STRIKES AND LOCKOUTS PROHIBITED

8.1 Under no circumstances will the union cause, encourage, sponsor or participate in any strike, sit-down, 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 Department or the City of Manchester during the term of this agreement.

ARTICLE 9
CONTRACTING AND SUBCONTRACTING OUT

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

9.2 If the City or the Department changes its method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City and/or the Department will give notice to the Union of its 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 10
SENIORITY

10.1 Seniority shall be based upon:(1) Departmental, which means the total length of service with the department;(2) Classification, which means the length of time an employee has been assigned to his/her current job classification and (3) Divisional, which means the length of time an employee has been assigned to the Division in which he/she works. All of the above categories mean continuous employment or assignment, without interruption of service.

10.2 Until an employee has served the 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.

10.3 Upon appointment to a regular full time position, the first six months of service in the position shall be considered the initial probationary period.

In the event an employee is not meeting the work standard, the probationary period may be extended up to an additional six months.

In the event an employee does not meet the work standard at the conclusion of the first six months or at the conclusion of the extended probationary period, he or she shall be separated from service except in the case of a promotional probationary period, all efforts will be made to return said employee to his or her former position if such position is available.

10.4 Seniority Lists by Department, Classification and Division shall be revised to reflect the employee's status as of January and July 1st of each year and shall be posted within thirty (30) days thereafter.

Employees shall have fifteen (15) working days after the posting of the seniority lists to raise objections to their seniority status.

Any employee failing to protest his/her seniority status as shown on the lists within the fifteen day period shall be considered as to have confirmed his/her seniority as listed.

10.5 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.

10.6 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.

10.7 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.

10.8 LAYOFFS. In the event of a layoff temporaries in the affected classification shall be laid off first and probationers next. Permanent employees shall be laid off by Classification Seniority. Employees in a classification which is to be reduced as a result of a reduction in funding shall be laid off in reverse order of classification seniority i.e. the employee in the affected classification with the least classification seniority shall be laid off first.

An employee in a higher classification whose position is abolished or not filled due to funding, shall have the right to replace an employee in the same or next lower classification in which he/she has previously served or who is qualified and have Divisional seniority.

Employees who are laid off shall have recall rights in the inverse order of the layoff that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed.

Employees shall have recall rights for a period of two years from the date first laid off.

During the time an employee is laid off he/she shall retain seniority rights and shall continue to accrue departmental seniority, but shall not accrue any other benefits during the time of layoff.

Such retention of seniority rights shall not extend beyond two years from the date the employee was laid off.

In the event an employee in a higher classification replaces an employee in a lower classification as a result of a layoff then such employee shall continue to be paid at the rate he/she received in the higher classification for a period not to exceed twelve (12) months. If the employee continues in the lower classification position beyond twelve months then he/she shall be reduced in pay to the same pay step in the lower classification salary range.

10.9 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 11 of this Agreement.

ARTICLE 11
PROMOTIONS AND TRANSFERS

11.1 The Department reserves and shall have the right to make promotions, demotions 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.

11.2 Jobs to be filled through promotion shall be posted on the department bulletin boards 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.

11.3 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 twelve (12) working days of the date posted, in accordance with the grievance procedure.

11.4 Vacancies in management positions which are excluded from the bargaining unit 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.

11.5 Whenever possible promotions shall be made from the ranks of regular employees who are employed by the department.

11.6 Employees who are absent during the entire posting period shall be automatically placed on the list for consideration for the position; provided, however, that such employees may, at their discretion, have their names removed from the list within five (5) work days of returning to work.

11.7 When a question as to the proper person having been chosen to fill a job arises and it cannot be resolved it will be settled by using the grievance procedure in Article 14.

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

11.9 The above procedures shall be followed in all permanent promotions, vacancies and transfers.

11.10 If qualified candidates are not available within the Department or have not responded to the posting 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 other departments shall be notified by the Department of the status of their application and the reason(s) for not being selected for the position. A candidate from another department shall not have the right to file a grievance if not selected for such position(s).

ARTICLE 11 - PROMOTIONS AND TRANSFERS (continued)

11.11 An employee who is promoted to a higher level position shall be placed in a probationary status for 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. In the event an employee is not meeting the work standard the probationary period may be extended up to an additional six (6) months. 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.

11.12 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 12
WAGE RATES

- 12.1 Effective July 1, 2018 Steps and Longevities (including 2017-18- No retro) plus 1.0% COLA increase.
- 12.2 Effective July 1, 2019, Steps and Longevities plus 1.5% COLA increase.
- 12.3 Effective July 1 2020, Steps and Longevities plus 1.5% COLA increase
- 12.4 Effective July 1, 2019 – Eliminate 6 month step increase for new hires.
- 12.5 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.
- 12.6 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.
- 12.7 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. Employees hired after July 1, 2018 shall not be entitled to the six (6) month step.
- 12.8 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.
- 12.9 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 13
DISCIPLINARY PROCEDURES

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

13.2 (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 13.2. (A) above in the case of a suspension then it shall be deemed that the suspension is without merit. When Section 13.2 (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.

13.3 Disciplinary actions will normally be taken in the following order:

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

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

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

13.5 Employees who are absent from work for more than five 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.

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

13.7 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.

13.8 A discharge shall be given precedence over any other grievance case. Both the Union and the Department agree to exercise their best efforts to settle such cases within five (5) days after their presentation to management.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 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 Grievances shall be processed in accordance with the following steps:

14.2 STEP ONE. An employee having a grievance must discuss the grievance with the employee's immediate Supervisor, or the Supervisor/Management representative responsible for the matter being grieved within twelve (12) 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 as defined above.

The Supervisor shall give his/her answer within three (3) working days from the date he/she received the notice of the grievance.

14.3 STEP TWO If the Grievant or the Union disagrees with the decision of the immediate Supervisor, or if a decision is not given within the three day time period listed in Step One, and desires to proceed with the grievance then such grievance shall be submitted in writing, listing the Article(s) and Section(s) of the contract violated, the specific grievance and the remedy desired.

Such written grievance shall be submitted to the Department Head or the Department Head's Designee, even if he/she is the supervisor responsible for the matter being grieved. Such written grievance must be submitted within five (5) working days from the date the decision of the immediate Supervisor was rendered.

All disciplinary grievances shall commence with the next higher Supervisor not involved with the disciplinary action being grieved.

14.4 PRE-ARBITRATION STEP. If the Union is not satisfied with the disposition of the grievance by the Department Head or if no decision has been reached within five (5) working days after the Union submitted the grievance as stated in Step Two, the Union must file, within ten (10) working days after the Department Head's decision, or fifteen (15) working days after the submission of the grievance at Step Two, whichever is earlier, a request for a pre- arbitration meeting, or the grievance shall be null and void.

The purpose of the pre-arbitration meeting shall be to determine if the grievance can be settled without arbitration.

ARTICLE 14 - GRIEVANCE PROCEDURE (continued)

The Pre-arbitration meeting shall include the Grievant, a reasonable number of Union representatives, the Department Head and/or his Designee, and the Chief Negotiator/Contract Administrator or Human Resources Representative. A representative of the Human Resources Department and/or the City Solicitor's Office shall attend only as necessary and by mutual agreement of the parties. Either party may request the attendance of the Human Resources Department and/or City Solicitor's Office representative however, this privilege may be curtailed by either party after a one-year trial period.

The pre-arbitration meeting shall be held within ten (10) working days from the date submitted, unless there is mutual agreement to extend the time limit.

14.5 ARBITRATION. If no settlement is reached at the pre-arbitration meeting as stated above the Union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the New Hampshire Public Employees' Labor Relations Board, to submit a list of Arbitrators to hear such grievance, or by mutual agreement. Such request for Arbitration must be submitted within ten (10) working days from the date of the pre-arbitration meeting. If the Union fails to submit such written request for the appointment of an Arbitrator within the ten (10) working days the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

14.6 MULTIPLE GRIEVANCES. The arbitrator shall not have the authority to hear more than one grievance at the same time involving different incidents, unless Management and the Union mutually agree to have more than one grievance heard at the same time. If more than one grievance concerning the same incident is filed at the same time then such grievances may be heard by the same arbitrator without mutual agreement. Neither Management or the Union will arbitrarily and capriciously deny having more than one grievance heard at the same time.

14.7 PAYMENT OF ARBITRATION. 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.

14.8 GRIEVANCE BY DEPARTMENT HEAD. A grievance by the 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.

If a satisfactory settlement of the grievance is not reached at the meeting as stated above then the Department Head may submit the grievance to Arbitration in accordance with the Section 14.4 of this grievance procedure. The grievance must be submitted to arbitration within twenty (20) working days of the above meeting or the grievance shall be deemed null and void.

14.9 AUTHORITY OF ARBITRATOR. The Arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement.

14.10 ARBITRATOR'S DECISION. The Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Department. The Union will discourage any attempts of its members in any appeal to any court or labor board from a decision of the Arbitrator.

14.11 TIME LIMITS FOR PROCESSING GRIEVANCES. If said grievance is not reported and/or processed within the time limits set forth in Sections 14.2, 14.3, 14.4 and 14.7 then the matter shall be dismissed and no further action shall be taken with respect to said grievance.

The above time limits may be extended by mutual written agreement of the parties to this agreement.

In the event that management does not render an answer in accordance with the above-mentioned timelines the grievance shall be deemed denied and the grievant may process said grievance to the next step in the process.

14.12 RETROACTIVE AWARDS. If the Arbitrator shall award back wages covering the period of an employee's separation from the payroll of the Department the amount so awarded shall be reduced by any compensation the employee may have received from Unemployment Compensation and/or Workers' Compensation.

14.13 DISCUSSIONS WITH MANAGEMENT. Any employee may present an oral grievance to his employer without the intervention of the exclusive representative. Until such grievance is reduced to writing the exclusive representative shall be excluded from a hearing if the employee so requests; provided, however, any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

14.14 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.

14.15 ARBITRATION APPEALS Within thirty calendar days of receiving the decision of the arbitrator either party may appeal said decision to Superior Court Pursuant to NH RSA 542.

ARTICLE 15
HOURS OF WORK

15.1 NORMAL WORK WEEK. The normal work week shall consist of any work performed up to forty (40) hours per week. The normal work week shall be Monday through Friday. During the heating season, for the purpose of heating and ventilation system maintenance, the Department may establish a work week of five (5) consecutive days that include Saturday and Sunday upon serving two (2) weeks' notice to employees. Such work week shall be offered to the most senior qualified employee(s) in the classification. In the event that no senior qualified employee(s) chooses such work week, then the most junior qualified and experienced employee(s) in the classification shall be assigned.

Effective on July 20, 2004, new employees hired to fill positions included in the bargaining unit may be assigned by Management to a work week consisting of any five (5) consecutive days between Sunday and the following Saturday. The number of hours worked in a normal work week will continue to be forty (40).

15.2 NORMAL WORK DAY. The normal work day shall consist of any work performed up to eight hours.

15.3 AVOIDANCE OF OVERTIME. The work week or the work day shall not be interrupted to avoid the payment of overtime.

15.4 PAYMENT FOR OVERTIME WORK.

- Salaried Employees: All time worked in excess of the normal work day in any one day and all time worked in excess of the normal work week shall be paid at the rate of time and one-half.
- Hourly Employees: All time worked in excess of eight (8) hours in any one day and forty regular hours in any one week for Hourly rated employees shall be paid at the rate of time and one-half.

Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the thirty-five (35) or forty (40) straight time hours.

ARTICLE 16
CLASSIFICATION OVERTIME AND CALLBACKS

16.1 MANDATED OVERTIME. The Department may mandate overtime in emergency situations of hazard to public health, safety or property.

Regular Employees who refuse to work overtime as required by the Director and/or the Supervisor shall be subject to disciplinary action.

The Department does recognize that it may be inconvenient for individual regular employees to work overtime and it will give due consideration to each request for relief from overtime work.

ADVANCE NOTICE. Regular employees who work overtime will be given as much advance notice as is reasonably possible under the circumstances.

16.2 PLANNED OR SCHEDULED OVERTIME. Planned or scheduled overtime shall be on a voluntary basis. Regular employees who wish to participate in planned/scheduled overtime shall sign up for such overtime on the posted notices, which shall be posted twice a year. Overtime lists shall be developed from the regular employees who sign up on the posted notices. Placement on the lists shall be assigned first on a rotating basis among all qualified regular employees by seniority within the Division.

16.3 OVERTIME FOR DIVISION. Overtime work which is scheduled in advance or which requires regular employees to be called in for unscheduled work shall be assigned first on a rotating basis among the members within the classification who normally perform the work among all qualified regular employees within the Division who have signed up for overtime in accordance with Section 16.2 above. If the overtime situation requires additional regular employees to be assigned then such assignments shall be made among qualified regular employees from the Overtime List in accordance with Section 16.2 above.

16.4 FAILURE TO WORK OVERTIME. Any regular employee who accepts an overtime assignment who fails to work without an acceptable excuse will be by-passed until the rotating cycle among regular employees on the overtime list has been completed twice and his/her turn is due again.

16.5 INABILITY TO STAFF OVERTIME FROM VOLUNTEERS. If for any reason the Division is unable to staff for the above-mentioned overtime, the regular employee with the least classification seniority must make himself/herself available for such overtime work. If the regular employee with the least seniority is unavailable for a legitimate reason, then the overtime will be assigned to the regular employee with next lowest classification seniority. The intent of this Section is that overtime shall be assigned to regular employees in the reverse order of classification seniority.

ARTICLE 16 - OVERTIME AND CALLBACKS (continued)

16.6 CALLBACKS. Any person whose shift has ended 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 a regular 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 emergencies or overtime without an additional three (3) hours minimum work guarantee.

It is the purpose and intent of this section to assure a regular employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal work shifts, but not to be separately paid for several callbacks within the three (3) hour minimum period.

If a person on call gets more than three (3) calls from unrelated incidents in a three (3) hour period and does not have to respond to a call, then the person will be entitled to the three (3) hour call back pay under the callback provision.

16.7 REPORTING PRIOR TO REGULAR SHIFT. Any regular employees 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 outline in the previous Section 16.7.

16.8 TEMPORARY EMPLOYEES. No Temporary Employees shall be assigned to overtime work until all regular employees by classification have had the opportunity for such assignment.

16.9 TARDINESS. Employees who report late for work without providing advance notice to the Department, or without adequate explanation for their failure to give notice in advance, may be sent home without pay.

ARTICLE 17
EMERGENCY WORK AND SPECIAL EMERGENCY RATES

17.1 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.

17.2 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.

17.3 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.

17.4 Employees in said bargaining unit 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 department head.

17.5 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.

17.6 Emergency overtime shall be paid at one and one-half (1) times the regular hourly rate of pay when an employee has been out on vacation or has been out sick during a regular scheduled work week.

ARTICLE 18
STANDBY TIME COMPENSATION

18.1 RESPONSE TIME. Employees who are qualified and assigned during their normal off-duty hours by their department to standby duty shall be in immediate communication with the Department during the standby period and shall report to work immediately, but in no case longer than thirty (30) minutes from the time of first contact.

18.2 DEFINITION OF STANDBY DAY. For the purpose of this Article a standby day shall mean sixteen (16) hours per day Monday through Friday and twenty-four (24) hours per day on Saturday, Sunday or a Holiday.

18.3 COMPENSATION FOR STANDBY. Effective the date of ratification, the standby duty rate shall be \$30.00 per day for Monday through Friday and \$35.00 per day for Saturday, Sunday and Holidays.

18.4 NO REDUCTION OF STANDBY PAY. 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.

18.5 COMMUNICATION DEVICES. The Department agrees to provide employees who are on Standby duty with communication devices.

18.6 MANDATORY STANDBY. For the standby rotation, if a sufficient number of qualified employees, as determined by Management, do not volunteer for standby duty, it shall be mandatory for the three (3) least senior qualified employees within the bargaining unit, to serve on the standby rotation.

18.7 Regular Employees, while on standby, will have the option to take a city vehicle home, provided they live within 15 miles of the Department of Public Works and can respond within 30 minutes (as determined through Google Maps).

ARTICLE 19
NIGHT SHIFT DIFFERENTIAL

19.1 Effective July 1, 2012, 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 periodic rotating basis to the second shift shall be paid (10% of their hourly rate) in addition to the regular rate of pay for such assignment.

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 work on such shift.

19.2 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 19.1, and 19.2.

19.3 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 19.1 and 19.2 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 19.1, 19.2, and 19.3 above.

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

19.4 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 20
PLUS RATES

20.1 HOURLY EMPLOYEES. Effective upon the date of ratification of this Agreement Hourly paid employees in the Bargaining Unit will be compensated on a plus rate basis of no less than 7% computed to the nearest whole cent above his/her present rate of pay or will be assigned to Base Step (1) of the higher grade, whichever is the higher amount, for working in a higher level classification for one-half day or longer on an assigned basis.

20.2 SALARIED EMPLOYEES. Effective upon the date of ratification of this Agreement Salaried Employees in the Bargaining Unit will be compensated on a plus rate basis for each completed work day of assignment in higher level classifications on the same basis as stated in Section 20.1 above.

20.3 TEMPORARY ASSIGNMENTS. An employee may be temporarily assigned for a period not to exceed 30 calendar days to the work of any position of the same or a lower class grade without any change in pay.

Plus rate hours do not qualify an employee for the position on a permanent basis.

20.4 TEMPORARY PROMOTIONS. When a position becomes vacant and such position is filled on a plus rate basis for forty-five (45) calendar days the employee shall be temporarily promoted to the vacant position.

20.5 TEMPORARY TO PERMANENT PROMOTION. If the temporary promotion as stated in Section 20.4 becomes a permanent promotion for the employee then the time employed on a plus rate basis and on the temporary promotion basis shall be credited towards completion of the probationary period in the position, provided the employee has served satisfactorily and on a continuous basis in the promotional position.

20.6 POSTING. All new positions, promotions, transfers or assignments contemplated beyond a period of forty-five (45) calendar 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 assignments.

ARTICLE 21
HOSPITAL/MEDICAL INSURANCE

21.1 Site of Service Overlay added to current HMO & POS plans effective December 1, 2018.

21.2 Effective, July 1, 2019, Employee contribution 16% (except for those currently paying 20%).

21.3 Effective July 1, 2020, Employee contribution 17% (except for those currently paying 20%).

Bargaining unit members hired on or after ratification who are eligible for Health Insurance the City shall pay 80% of the premium. The Blue Choice New England POS Plan and the Access Blue New England Plan will have increased co-pays \$250/\$500 (single/2 person or family) for inpatient care, outpatient surgery, skilled nursing and rehab facilities.

21.4 The City may offer a high deductible health insurance plan accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with a present contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductible benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. Effective July 1, 2012 for Bargaining unit members availing themselves of this option the City shall pay 87.5% of the premium. Effective July 1, 2013 the City shall pay 85% of the premium. Bargaining unit members will be charged on the basis of a single, two person or family plan irrespective of the single, two person or family plan designation in the plan itself.

21.5 To a bargaining unit member who elects not to receive coverage under any City health insurance plan the City shall pay \$4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000.00. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six month period will receive a pro rata amount based on the next \$2,000.00 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.

21.6 It is agreed by all parties 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 those percentages set for the in paragraph 21.1-21.3.

ARTICLE 22

LIFE INSURANCE

22.1 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.

ARTICLE 23
EDUCATIONAL INCENTIVE REIMBURSEMENT

23.1 The following education reimbursement policy will apply to members of the bargaining unit covered by this agreement:

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 such courses, but not to exceed \$1,000.00 per employee in a calendar year based on appropriation availability.

23.3 Courses must be approved in advance by the Department Head as meeting the requirements 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 requirements 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.

23.6 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 the double payment for any course.

23.7 The City agrees to provide reimbursement to regular employees for any required licenses, certificates or code updates except driver's licenses. Regular employees will be allowed to charge these expenses to a city P-card and will not exceed State scheduled fees.

The City agrees to provide reimbursement to employees for any required licenses or certificates, except driver's licenses and to be charged against the budget limit specified in section 23.2, above.

ARTICLE 24
LEAVE OF ABSENCE

24.1 The City agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the processing of 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.

24.2 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.

24.3 When an employee is elected President of Local #298 and has to 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 two (2) years, and with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence.

24.4 Employees elected as delegates to either the AFSCME International Convention, NH Public Employees Council #93 Convention or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed one (1) working day per year. This leave of absence may be granted to a maximum of two (2) Union employees to attend the above mentioned Conventions.

24.5 The President, Vice-President and Chief Steward shall be permitted not more than ten (10) , collective hours total per month to attend to their duties as represented by Local 298, without loss of pay. This time shall be in addition to any other time granted in this article.

ARTICLE 25
MILITARY SERVICE

25.1 Shall be governed by existing Municipal, State and Federal Law.

ARTICLE 26
MATERNITY LEAVE

26.1 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 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.

26.2 An employee shall be entitled to draw upon 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 calendar days. Requests for such sick leave benefits must be submitted in writing to the Department Head no later than thirty (30) calendar days after the date of confinement in order to be eligible for sick leave benefits.

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

26.4 An employee shall not forfeit seniority during this leave of absence.

ARTICLE 27
BEREAVEMENT LEAVE

27.1 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
Daughter-in-law	Son-in-Law
Grandchild	Paternal or Maternal Grandmother
Paternal or Maternal Grandfather (excluding step grandparent)	(excluding step grandparent)

or a blood relative or ward residing in the same household.

27.2 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 27.1 and 27.3, with the written approval of the Department Head; such days to be charged to the employee's accrued sick leave.

27.3 Special Leave of one working with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Sister-in-Law	
Brother-in-Law	Aunt
Great Grandparents (of employee only)	Uncle

27.4 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 28
JURY DUTY

28.1 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.

28.2 All time spent during the regular work shift while serving on Jury Duty shall be counted as hours worked when computing overtime.

28.3 Employees who are called to Jury Duty and are excused from Jury Duty for a day, or days, shall report to their regular work assignment as soon as possible after being excused.

ARTICLE 29
HOLIDAYS

29.1 All employees, except temporary 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
Civil Rights' Day*	Labor Day
President's Day (Name changed from Washington's Birthday)	Columbus Day
Memorial Day	Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	½ Day before Christmas

*Civil Rights Day, Veteran's Day, Columbus Day and Election Day will be celebrated as a floating holidays, subject to the same scheduling provisions as found in Section 30.2 of this Agreement.

29.2 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.

29.3 An employee shall be entitled to the holiday pay referred to in Section 29.1 if he/she works the day preceding and the day following the particular holiday, but not otherwise except for a substantial reason or emergency.

29.4 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the thirty-five (35) or forty (40) straight time hours.

29.5 Should the MSD choose to hold school on one of the above holidays then no less than 3 employees will be required to work and float the holiday. If an insufficient number of employees volunteer, then the least senior divisional employees who normally perform the work will be required to work.

ARTICLE 30
ANNUAL VACATIONS

30.1 Effective, July 1, 2019 permanent employees who have been in 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 servicing 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 (10) ten years of continuous service.
- (d) Accrual rate for five (5) calendar weeks begins at the beginning of (15) fifteen years of continuous service.
- (e) Accrual rate for six (6) calendar weeks begins at the beginning of (20) twenty years of continuous service.

30.2 Vacations shall be scheduled at the discretion of the Division Head to provide the least disruption of departmental operations.

Selection of vacation periods shall be by Division 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, the department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations.

30.3 No employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation; i.e. employees who earned (10) days of vacation per year shall have no more than 20 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 30 days earned vacation to his/her credit at any one time, etc.

ARTICLE 31
SICK LEAVE

31.1 In order to qualify for sick leave benefit payments, an employee may be required to submit to an examination by a medical doctor of the Department's choice. Failure of an employee to submit to such an examination when deemed necessary shall bar the employee from any sick leave benefits he/she may be entitled to under the terms of the contract. Medical examinations shall be at the City's expense if the employee is out three days or less.

31.2 Under no circumstances shall sick leave benefits be made available:

- a. For days of absence other than regular work days.
- b. During layoff periods or during an unpaid leave of absence other than a maternity leave.
- c. During periods when the shop is shut down due to strikes or Acts of God, unless the employee was on sick leave at the time of the shutdown.

31.3 An employee who abuses sick leave benefits by falsification of reasons for such leave shall be subject to disciplinary action.

31.4 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.

The City of Manchester and the Union agree that if an employee goes over the average sick leave he may be required to obtain a doctor's note in the current year or the following year.

The City of Manchester and the Union agree if an employee has had a doctor's note of if he/she has an exception "FMLA or ADA" said sick leave shall not count toward the average sick leave.

31.5 Employees who are initially employed in a temporary status and subsequently are employed in a regular status without a break in service shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

31.6 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 time.

The maximum sick leave accumulation shall be one hundred twenty (120) days.

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

Employees who have been employed for a two year period shall be granted an additional forty-eight (48) hours of accrued sick leave on July 1, 2012.

31.7 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 ten (10) work days in any thirty (30) calendar 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.

31.8 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.

31.9 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 quarter of an hour. (15 minutes)

31.10 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.

31.11 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 to the employee or his/her beneficiary under such conditions of separation from service.

Effective on the date of ratification, 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.

31.12 NON-ABUSE OF SICK LEAVE Employees who use six (6) days of sick leave or less in any calendar year will receive two (2) personal leave days, to be scheduled by the Department.

Personal Leave days must be taken during the calendar year they are credited and shall not accumulate and shall not be carried over year after year.

31.13 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 32
SICK LEAVE BANK

32.1 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.

32.2 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.

32.3 **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 in 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.

34.4 **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) Administrative 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.

32.5 MEMBERSHIP

Effective in 1987:

32.5 (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.

32.5 (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.

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

32.5 (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.

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

32.5 (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.

32.5 (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 a recent illness or injury may be admitted at the discretion of the Committee.

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 an 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 a members by the Administrative Committee.

32.6 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 a 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.

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.

32.7 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 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.

32.8 ADMINISTRATIVE OVERSITE

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 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.

32.9 AMEMDMENTS

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.

32.10 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 33
SAFETY

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

33.2 The Bargaining Unit members agree to exercise proper care and to be responsible for all department property issued or entrusted to them during their working hours.

33.3 After the employee's regular work schedule, 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.

33.4 The City agrees to furnish raincoats and rubber boots for all employees for whom such issue is necessary. The City shall furnish gloves, special clothing, safety vests and safety helmets as needed for the health and safety of its employees. 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.

ARTICLE 34
BULLETIN BOARDS

34.1 The department shall provide space for bulletin boards for the posting of notices of the Division addressed to the employees and notices of the Union addressed to the members. The department shall locate its bulletin board at a convenient place within the department.

34.2 No Union notice shall be posted in or around the department's property except on such board 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 designated representative.

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 agree 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 any concession in order to reach agreement on the specific article or section in question.

ARTICLE 36
UNIFORMS

36.1 The City shall pay \$200 to each regular employee for a uniform allowance. The employee shall provide to the division manager receipts for that allowance up to \$200 per year. These receipts will be provided during the month of July. Failure to provide the receipts will result in no allowance for that particular employee. This allowance is for boots, pants and outerwear. Employees agree to wear properly serviceable pants and boots as set out by the division's dress code. Failure to wear properly serviceable uniforms may result in disciplinary action.

36.2 Employees will be required to wear apparel provided by the Facilities Division during normal working hours (not during callbacks or emergencies). The Facilities Division will provide five (5) shirts and two (2) sweatshirts annually for this purpose. Employees will be responsible for washing the apparel. The Facilities Division may provide, at its discretion, jackets to be worn as well, budget dependent.

ARTICLE 37
TRAVEL ALLOWANCE

37.1 Effective the 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.

ARTICLE 38
MISCELLANEOUS

38.1 The City agrees to print 15 copies of the 2007- 2010 contract for distribution to members of the bargaining unit.

38.2 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.

38.3 - All equipment/tools, including but not limited to tablets, laptops and cellphones provided by the division to bargaining unit members shall be on and accessible during work hours. Further, and more specifically, all bargaining unit employees who are provided cellular phones by the division are expected to have their cellular phones charged and activated during work hours in order to be accessible to the department under normal working conditions. An employee who is in violation of this clause may be subject to discipline.

ARTICLE 39
AFFILIATION

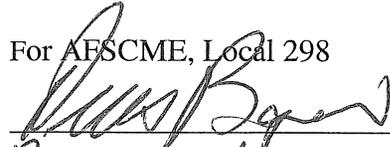
39.1 In the event the City of Manchester institutes a new Department of Fleet Maintenance, the current DPW mechanics shall be transferred without loss of seniority and any other conditions of work/employment under the Manchester Master Contract 298, AFSCME Council 93 and successor agreement.

ARTICLE 40
DURATION AND TERMINATION

Upon ratification by the respective parties, this Agreement shall be in effect from July 1, 2018 through June 30, 2021, with the 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, 2020 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.]

For AFSCME, Local 298



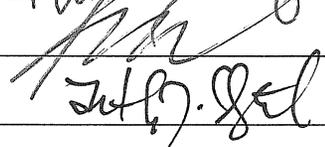


Ely

Date: 12-13-19

City Negotiating Team





Date: 12/13/19