Original

AGREEMENT BETWEEN

CITY OF MANCHESTER
(WELFARE)

AND

TEAMSTERS LOCAL UNION NO. 633 OF N.H.

Affiliated with the International Brotherhood of Teamsters

July 1, 2019 through June 30, 2021

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ARTICLE ONE
Purpose

The objectives to this Agreement are the promotion of harmonious and cooperative relations between the City, the Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A. This statement of purpose shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE TWO
Recognition

2.1 The City hereby recognizes Teamsters Local 633 of New Hampshire, hereinafter, the "Union", as the exclusive representative of the bargaining unit for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment other than managerial policy within the exclusive prerogative of the public employer as specified in RSA 273-A:1, XI. Such managerial prerogatives shall not be subject to the grievance and arbitration provisions of this Agreement.

2.2 The bargaining unit is defined as follows:

All regular full-time employees of the Manchester Welfare Department in the classifications of Accounting Specialist II, Administrative Services Manager, and Welfare Specialist I, II, III.

2.3 All other employees are excluded from the bargaining unit. All bargaining unit members, however, who are not members of the union will be required to pay agency fees, in lieu of union dues, to the union.

ARTICLE THREE
Management's Rights

The Board of Mayor and Alderman of the City of Manchester, and the Welfare Director shall continue to have, whether exercised or not, all the rights, powers and authority theretofore existing, including but not limited to the following:

The City of Manchester and the Welfare Director shall determine the levels and standards of service to the offered by the Welfare Department, determine the standards of selection for employment and promotion, direct the bargaining unit members, take disciplinary action, relieve bargaining unit members from duty because of lack of work, budgetary constraints or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the means, methods and personnel by which the Welfare Departments operations are to be conducted; determine the content of job classifications;

exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities.

All of the rights, responsibilities and prerogatives that are inherent in the Board of Mayor and Aldermen, and the Welfare Director by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

ARTICLE FOUR
Contracting and Subcontracting Out

4.1 The right of any public agency of private individual(s) or business(es), other than the Welfare Department, to contract for work of the nature ordinarily performed by the Welfare Department, shall not be affected by this Agreement.

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

4.3 If the City of Manchester, or the Welfare Director changes the method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City and/or the Welfare Department will give notice to the Union of its intention. In those cases where bargaining unit members are not absorbed into other City positions, the City and/or Welfare Director will provide as much advance notice of impending lay-off as is reasonably possible.

ARTICLE FIVE
Stability of Agreement

5.1 This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

5.2 Should any article, section or portion thereof of this Agreement be determined to be 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; provided, however, that all other provisions of this Agreement and the application thereof shall remain in full force and effect.

ARTICLE SIX
No Strike or Lockouts

6.1 No bargaining unit member shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the City of Manchester or Welfare Department.

6.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the City of Manchester

or the Welfare Department. In the event of any such activity, neither the City nor the Welfare Director shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

6.3 Should any bargaining unit member(s) engage in any activity prohibited in Section 6.1, above, the Union shall forthwith disavow any such activity in writing and shall take all reasonable means to induce such bargaining unit member(s) to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-laws, or similar governing document.

6.4 In the event of any activity prohibited under Section 6.1, above, bargaining unit members participating in the same shall be subject to disciplinary action, including immediate termination.

6.5 The City of Manchester and the Welfare Director will not engage in any lockout.

ARTICLE SEVEN
Rules and Regulations

The rules and regulations of the Welfare Department which are now in effect or which may be promulgated or amended by the Welfare Director shall be the prime governing factor in the conduct and actions of all bargaining unit members and every such member shall be thoroughly conversant with them.

ARTICLE EIGHT
Non-Discrimination

The Board of Mayor and Alderman, the Welfare Director and the Union agree that there will be no discrimination against bargaining unit members on account of membership or non-membership in the Union.

The Union officers and members agree not to bar bargaining unit members from joining or remaining in the Union, except for non-payment of dues.

ARTICLE NINE
Hours of Work and Overtime

9.1 Bargaining unit members shall be assigned to work five (5) days per week, forty (40) hours per week. Determination of the work schedules shall be made by the Welfare Director.

9.2 Bargaining unit members shall be paid overtime in accordance with the Fair Labor Standards Act (FLSA).

ARTICLE TEN
Sick Leave Accrual and Payment

10.1 Effective on the date of ratification, all bargaining unit members shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 'A) work days for each completed month of service. Accrual shall include the six (6) month probationary period, but employees will not be allowed to use sick leave until they have satisfactorily completed the probationary period. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) work days.

10.2 Bargaining unit members eligible for sick leave with pay may use such sick leave for absence due to their illness or injury; or 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 the bargaining unit member's exposure to contagious disease.

Bargaining unit members shall be required to substantiate sick leave in excess of three (3) days with a letter from a qualified physician or any other excuse acceptable to the Welfare Director. In the case of chronic absenteeism or if the Welfare Director has reason to believe that a bargaining unit member is abusing his/her sick leave, he/she shall give the bargaining unit member a written warning. If the suspected abuse continues, the Welfare Director may request a doctor's certificate for each period of illness.

If, after a written warning has been issued, there is a substantial improvement in the bargaining unit member's sick leave record for twelve (12) months, the written warning shall be removed from the bargaining unit member's record.

10.3 When a bargaining unit member terminates his/her employment with the City, all sick leave credits shall be canceled, except in cases of paid retirement, paid duty disability retirement or death. In such cases, accrued sick leave shall be payable to the bargaining unit member or his/her designated beneficiary; provided however, that payment shall not exceed eighty (80) days, plus one quarter of the balance of the days accrued over 80 but not more than 120 days.

10.4 Bargaining unit members shall also be entitled to the benefits under city Ordinance 33.081 (H)(4)(b), as it may be amended from time to time.

10.5 Bargaining unit members must use all of their accrued sick leave, any sick leave bank benefits to which they are entitled and all other accrued paid leave before they will be allowed to use unpaid leave for personal illness or injury or exposure to contagious disease.

10.6 Sick Leave Incentive

Effective July 1, 2010 or the date of ratification, whichever come later, bargaining unit members who used forty-eight (48) hours of sick leave or less in the preceding calendar year will qualify for two (2) personal leave days to be scheduled by the Welfare Director. Personal leave days must be used during the calendar year to which they are credited and shall not accumulate or be carried over to the following year.

10.7 Absence Without Leave

Any bargaining unit member who is absent from duty shall report the reason therefore to the Welfare Director prior to the date of absence when possible and in no case later than the

second day of absence, unless there are extenuating circumstances. All unauthorized and unreported absence shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be grounds for disciplinary action.

ARTICLE TEN (A)
Sick Leave Bank

Bargaining unit members shall be eligible to participate in the City's Non-Affiliated Sick Leave Bank under its rules and regulations as they may be amended from time to time. Decisions of the Non-Affiliated Sick Leave Bank Committee shall not be grievable.

ARTICLE ELEVEN
Discipline

11.1 All bargaining unit members shall be required to attend any investigatory interviews schedules by the Welfare Director. If a bargaining unit member has a reasonable fear that discipline may result from the investigatory interview, he/she shall be entitled to union representation if he/she makes such a request. If a union representative is present at the investigatory interview he/she may not interfere with the investigatory interview. The investigatory interview shall not be unreasonably delayed because of the unavailability of a specific union representative.

11.2 No bargaining unit member shall be disciplined without just cause. Disciplinary decisions may be grieved under Article 13 of the Agreement; provided however, an arbitrator may not substitute his/her judgment for that of the Welfare Director in the exercise of rights granted or retained by this agreement.

ARTICLE TWELVE
Union Rights

12.1 With the exception of processing grievance matters and negotiating contracts the Union will not be allowed to transact any business on City time. The Union steward shall be allowed reasonable amounts of City time for the handling of grievances. The City shall have no obligation to pay the steward for time spent in grievance matters when he or she is not scheduled for work.

12.2 The Union shall be allowed to use facilities for off-duty meetings concerning matters covered by this Agreement when such facilities are available and such meetings would not conflict with the business of the Welfare Department. Requests for use of Welfare facilities shall be made to the Welfare Director at least seven (7) days prior to the date of the requested use. The Welfare Director shall respond to the request within four (4) days.

ARTICLE THIRTEEN
Grievance Procedure

1. Definitions

A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Agreement.

The ten "days" when used in this Article shall mean Monday through Friday excluding holidays or other days when the Welfare Department is closed.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of any bargaining unit member having a grievance. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, which shall be handled as provided in this Article.

Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate supervisor and to have the grievance adjusted without the intervention of the Union, provided that such adjustment is not inconsistent with the terms of the Agreement. The Union shall have the right to communicate its concerns to the Welfare Director relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Union to be there. Any adjustment reached without the presence of a designated representative of the Union shall not be precedential in any way.

3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timeliness contained herein The time lines contained herein should be considered maximum. The time limits may be extended by mutual agreement, in writing.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved.

A. Level One-Discussion

If the grievance is not brought to the attention of a bargaining unit member's Supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give a written notice to the Welfare Director and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint the Welfare Director either directly or through the Union representative with the object of seeking resolution. The

Director shall hold a discussion with the grievant and his/her Union representative, if the representative is requested by the grievant. The Welfare Director shall give an answer within five (5) days from the date that the grievance is informally received.

B. Level Two-Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the informal meeting at Level One, the grievant may file the grievance, in writing, with the Welfare Director. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within (10) days of the receipt of the written grievance, the Welfare Director shall meet with the aggrieved person in an effort to resolve it. The Welfare Director shall render his/her decision within five (5) days after the meeting.

C. Level Three-Pre-Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or no decision has been rendered within the time frames specified in Level Two, the grievant may refer the matter, in writing, within five (5) days after the decision at Level Two, or twenty-five (25) days after the complaint was referred to Level Two to the City's Chief Negotiator/Contract Administrator, who shall schedule a pre-arbitration meeting within fifteen (15) days after receiving the request.

Representatives of the Union, the grievant, the Welfare Director and the Chief Negotiator/Contract Administrator will attend the pre-arbitration meeting. The purpose of this meeting is to determine if the grievance can be resolved without Arbitration. If no satisfactory resolution is reached as a result of the meeting, the Union may submit a written demand for arbitration, with a copy of the Chief Negotiator/Contract Administrator, to the N.H. Public Employee Labor Relations Board within ten (10) days after the pre-arbitration meeting.

D. Level Four-Arbitration

The Arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

The Arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The Arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section 3A of this Article.

The decision of the arbitrator shall be final and binding.

The cost for the services of the Arbitrator, including reasonable expenses, shall be borne equally by the parties in cases of suspension and termination, only. In all other cases, the expenses of the arbitrator shall be borne by the losing party. It shall be incumbent upon the

arbitrator to designate the losing Party. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related Postponement costs or fees.

E. Miscellaneous

1. Failure at any level of the grievance procedure of "management" to render a decision within the specified time limits shall permit the grievance to proceed to the next level.

2. Failure of the grievant and/or the Union to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.

3. No reprisals of any kind will be taken by "management" or the Union against any party of interest, any Union representative or any other participant in the grievance procedure by reason of such participation.

4. The Welfare Director may initiate a grievance against any bargaining unit member or the Union under the terms of this Article by specifying to the Union, in writing, the specific name(s), date(s) alleged violation(s) or misapplications(s) and the provision(s) of this Agreement involved. Such a grievance shall be commenced at Level Three.

If such a grievance is not filed within forty-five days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance shall be considered waived.

5. The Welfare Director agrees to allow a Union Grievance representative and an aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances only, provided such time away from work does not interfere with the work of the area(s) involved. Such time will not be withheld unreasonably. The Union grievance representative will obtain prior permission to absent him/herself from work before leaving a work site and shall obtain prior permission of the appropriate supervisor involved before interrupting the work of an aggrieved employee(s). Employees shall not be entitled to vehicle reimbursement if they travel for grievance purposes.

ARTICLE FOURTEEN
Salaries

NOTE: The bargaining unit members' work weeks are specified in Article 9.

14.1

2018-19:	Steps and Longevities (including 2017-18-No retro) plus 1.0% COLA.
2019-20:	Steps and Longevities plus 1.5% COLA.
2020-21:	Steps and Longevities plus 1.5% COLA.

14.2 Bargaining unit members will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. Evaluation step increases will stop when a bargaining unit member reaches Step 13 on the included Salary Schedule.

14.3 Bargaining member appeals of their annual performance evaluations will be conducted according to the process agreed to by the Union and the City. See Appendix B.

14.4 The longevity waiting periods for bargaining unit members shall be 5-10-15-20-25-30-35-40-45 years of service. An increase of three percent (3.0%) will take effect on the bargaining unit member's anniversary date of employment. Employees hired after September 1, 2018, shall not be entitled to the 5 or 10 year longevity increase.

14.5 Bargaining unit members who are promoted to a higher grade shall be placed on the lowest step of the new grade which will provide a minimum of a ten percent (10.0%) increase in salary.

14.6 Bargaining unit members who have attained the requirements of the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade.

ARTICLE FIFTEEN
Temporary Duty in a Higher Classification/Promotions

15.1 In any case when a bargaining unit member is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher class of position, such bargaining unit member shall receive the entrance rate of that class or one rate step above his/her present rate, whichever is higher, while so assigned, subject to the approval of the Human Resources Director. Such temporary assignment to a higher class of positions, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work day.

15.2 A bargaining unit member may be temporarily assigned to the work of any position of the same or lower pay grade without a change in pay.

15.3 Whenever possible promotions or assignment of a new position shall be made from the regular employees who are employed by the department.

ARTICLE SIXTEEN
Hospital/Medical Insurance

16.1 Effective December 1, 2018, the City will offer the Site of Service and HSA health insurance plans detailed in the attached benefits explanation sheets. Eligible employees shall pay fifteen percent (15%) of applicable premiums (except those paying 20% pursuant to Article 16.2).

Effective, July 1, 2020, employees eligible for health insurance coverage shall pay sixteen percent (16%) of the relevant premiums (except for those paying 20% pursuant to Article 16.2).

16.2 Eligible employees hired after July 1, 2012, may enroll in the health insurance plans detailed in the attached benefits explanation sheets with the City paying eighty percent (80%) of the premiums and the employee paying twenty percent (20%).

16.3 Eligible employees hired after September 1, 2018, are limited to HSA plan with $1500/$3000 contribution from the City annually to an HSA or an alternative new 1250 HMO plan for those who do not otherwise qualify for the HSA plan.

16.4 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 percentage costs to bargaining unit members do not increase.

16.5 Effective July 1, 2010, 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 eight-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 E attached hereto and made part of this Agreement. The City shall pay an amount not to exceed eighty-five (85.0%). Effective July 1, 2007, the total yearly maximum will be $1,500.00.

16.6 Effective on July 1, 2012, the City will pay four thousand dollars ($4,000.00) 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.

16.7 Bargaining unit members shall be entitled to full participation in the City's Employee Assistance Program (EAP). The parties agree that if the EAP is terminated by the City, this benefit will lapse.

ARTICLE SEVENTEEN
Vacation

17.1 All bargaining unit members shall be entitled to vacation leave with pay in accordance with the following schedule:

a. Accrual rate for two (2) calendar weeks begins on date of hire.

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 ten (10) years of continuous service.

d. Accrual rate of (5) calendar weeks begins at the beginning of fifteen (15) years of continuous service.

e. Accrual rate of (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

17.2 Vacation credits shall accrue during the first six (6) working months of employment, but an employee shall not be eligible to use such vacation credits until the successful completion of his/her six (6) month probationary period. If an employee leaves or is terminated for any cause during his/her probationary period, he/she shall not have earned any vacation credits and shall not be eligible for payment for any vacation credits. Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent status, without break in service as determined by the Human Resources Department, shall be allowed credit for the time served in temporary status towards accrual of vacation benefits.

17.3 Vacation pay shall be based upon the employee's regular daily rate of pay. Upon termination, permanent employees shall be paid for all unused vacation time based upon their then current rate of pay.

17.4 No employees shall be permitted to accrue in excess of two (2) times his/her annual vacation; i.e. employees who earn ten (10) days of vacation per year shall have not more than twenty (20) days earned vacation to their credit at any one time.

17.5 Absence on account of sickness, injury or disability in excess of leave authorized in other articles may, at the request of the employee and within the discretion of the Welfare Director, be charged against earned vacation leave allowance.

17.6 In the event that a paid legal holiday as prescribed in Article 18 falls during the week an employee is on vacation, such holiday shall not be charged against the vacation time.

The right to take vacation shall not be unreasonably withheld, however, the Welfare Director shall determine the number of employees allowed to take vacation in any one (1) week. Employees may request to use vacation time in increments of one (1) hour or more.

ARTICLE EIGHTEEN
Holidays

18.1 Permanent full-time employees shall receive their regular compensation for the following named holidays:

NewYear's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July

Labor Day
Columbus Day
Biennial Election Day
Veteran's Day
Thanksgiving Day
Christmas

18.2 If a holiday falls on a Sunday and is celebrated on the following Monday or if a holiday falls on a Saturday and is celebrated on the previous Friday, all eligible employees will be paid for that day.

18.3 Any employee shall forfeit his/her right to payment of any holiday if he/she has an unexcused absence on the last day preceding such holiday (or the alternative day under section 2, above) or the next regular work day following such holiday (or such alternative day).

18.4 Eligible employees who are required to work on a holiday (or the alternative day under section 2, above) when the holiday falls on a scheduled ay off shall be allowed to take another day off during the same work week, all subject to the operational needs of the Welfare Department.

ARTICLE NINETEEN
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 to bargaining unit members in the event of the death of their spouse, father, mother, grandmother, grandfather, sister, brother, child, father-in-law, mother-in-law, daughter-in-law, son-in-law or a blood relative or ward residing in the same household.

19.2 Under extenuating circumstances, two (2) additional days with pay may be granted under section 1, with the written approval of the Welfare Director; such days to be charged to the bargaining unit member's accrued sick leave.

19.3 At the request of the bargaining unit member, a special leave of one (1) working day with pay, for the purpose of attending the funeral shall be granted the bargaining unit member in the event of the death of his/her grandchild, sister-in-law, brother-in-law, aunt, uncle, great grandparents or an ex-spouse provided there are minor children at the time of the death.

19.4 Under no circumstances shall bereavement leave be paid on an overtime basis.

ARTICLE TWENTY
Jury Duty/Special Leave

20.1 Any bargaining unit member who is called for jury duty shall notify the Welfare Director or his/her designee within five (5) workdays after being summoned to appear for jury duty. Notification to the Welfare Director must be made in advance of the jury duty assignment with supporting documentation. Upon proper notification, the employee called will be paid the difference between the fee received for jury duty and the amount of straight time earnings lost by

reason of the jury duty. Satisfactory evidence of actual jury duty must be submitted to the Welfare Director.

Bargaining unit members whole excused from jury duty for a day or days shall be responsible to report to their assignment. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the nominal work day, be responsible to report to their work site as soon as possible after being released. Failure to report will disqualify the employee from the City's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.

ARTICLE TWENTY (B)
Leaves of Absence

A. In addition to other leaves authorized by this Agreement, the Welfare Director, may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ninety (90) days in a rotating year.

B. The Board of Mayor and Aldermen may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the Welfare Department, urgent personal business requiring the employee's attention for an extended period, such as settling estates, liquidation of business, attending court as a witness, and for purposes other than the above that are deemed beneficial to the city service.

C. MILITARY LEAVE

Military leave shall be governed by applicable State and Federal law.

D. MATERNITY LEAVE

Maternity leave shall be governed by applicable law.

ARTICLE TWENTY-ONE
Education Incentive Reimbursement

21.1 Effective July 1, 2010, the following education incentive reimbursement provisions will apply to bargaining unit members.

21.2 The City agrees to provide reimbursement to bargaining unit members 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 costs of such courses but not to exceed $2,000.00 per employee per fiscal year. Such payments will be made from the non-affiliated employee fund and they will cease when the fund is exhausted.

21.3 All courses must be approved in advance by the Welfare Director, as meeting the requirement that the course is related to the bargaining unit member's job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment of the course, under its procedures.

21.4 Once a course has been approved, an advance will be made to the bargaining unit member 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 reimbursement will be paid to the bargaining unit member upon presentation of a certification of the satisfactory completion of the course.

21.5 Approval for courses will be considered on the basis of relevancy of the course, the number of bargaining unit members applying and the funds available.

21.6 If a course is paid for in whole or in part through a State or Federal program then the City will not reimburse for such amount, it being the intent of these provisions to preclude double payment for any course.

ARTICLE TWENTY-TWO
Layoffs

22.1 In the event of a layoff, the Manchester Welfare Director reserves the sole right to determine which classification(s) shall be affected. Employees shall be laid off in the inverse order of their classification seniority, i.e., the employee with the least time in the affected classification shall be laid off first.

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, employees affected in that classification shall be assigned to the next lower classification for which they are qualified provided they have more Department Seniority than an incumbent in the lower classification.

Displaced employees in the lower classification shall have the same rights of reassignment.

22.2 In the event of a layoff, the Welfare Director shall give written notice to the employee(s) affected at least fourteen (14) calendar days prior to the effective date of the layoff.

In layoffs associated with the contracting or subcontracting of work, the City and/or Department will provide as much advance notice of the impending layoff as is reasonably possible.

ARTICLE TWENTY-THREE
Dues Deduction

23.1 Effective on the date of ratification, the City agrees to authorize the deduction of Union dues form each bargaining unit member who has signed an authorization card and to remit same to Teamsters Local No. 633 of New Hampshire on a monthly basis.

23.2 If any bargaining unit member 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. In no event will the City be required to deduct fines or assessments beyond the regular monthly dues.

23.3 The City and the Welfare Department and all of their employees and agents shall be held harmless in any dispute whatsoever arising between the Union and the bargaining unit member(s) regarding the payment of Union dues.

23.4 The City will notify Teamsters Local 633 of New Hampshire in writing within ten (10) working days of the cancellation of Union dues deductions by a bargaining unit member who had previously signed an authorization card.

23.5 The city agrees to a D.R.I.V.E. check-off for bargaining unit members. Upon written authorization by the employee, the City shall deduct the amount specified by the employee on a weekly basis and shall remit same to the Granite State Teamster's D.R.I.V.E. account. The employee shall provide written authorization in the form required law.

ARTICLE TWENTY-FOUR
Life Insurance

24.1 Effective on the date of ratification, the City will provide for a Life Insurance fund to provide for the payment of a death benefit of an amount equal to the bargaining unit member'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 thirty (30) 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 benefits specified above.

ARTICLE TWENTY-FIVE
Miscellaneous

A. SAFETY COMMITTEE

There shall be established a Safety Committee to work with the Director on safety issues that pertain to the Welfare office and its staff.

ARTICLE TWENTY-SIX
Duration

Upon ratification by the respective parties, this Agreement shall be in effect, with effective dates for specific provisions as stated in the various Articles, through June 30, 2021 at which time it shall automatically expire.

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.

APPENDIX A

Grievance Form

GRIEVANT_____ CLASSIFICATION_____

WORK LOCATION_____ SUPERVISOR_____ TITLE_____

STATEMENT OF GRIEVANCE
STATE ALLEGED VIOLATION; DATE, TIME, PLACE, PERSONNEL INVOLVED, CONTRACT ARTICLES/SECTIONS VIOLATED

_____

_____

_____

_____

STATE REMEDY REQUESTED_____

_____

GRIEVANT'S SIGNATURE_____ DATE_____

I AUTHORIZE TEAMSTERS LOCAL No. 633 of N.H. TO ACT AS MY REPRESENTATIVE IN THE DISPOSITION OF THIS GRIEVANCE.

DATE_____ GRIEVANT'S SIGNATURE_____

DATE PRESENTED TO MANAGEMENT REPRESENTATIVE_____

MANAGEMENT REPRESENTATIVE'S SIGNATURE_____

DISPOSITION OF GRIEVANCE:_____

_____

_____

_____

_____

_____

CC:_____

APPENDIX B

Employee Development Appeals Process

Only employees who are denied a merit step increase on their anniversary due of position due to a sub-standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's department head. Any employees receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation, their pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may with the concurrence of the Union, file a grievance.

If the department head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the department head rules against the employee, the employee shall have the right to appeal the decision to the citywide appeals committee.

Employees will have thirty (30) days from the date of denial by their department head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

Two union representatives appointed by the unions (with two alternates).
One department head (with one alternate).
One non-affiliated (with one alternate).

An independent neutral party to act as tie breaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees. The Human Resources Director as non-voting chairman to provide staff resources. Members cannot sit in on appeals where the appellant is a member of the same department or union.

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.

The committee shall have thirty (30) days to render a decision on the matter.

A majority vote shall rule and all decisions are final, binding and non-grieveable. A decision favorable to the employee means the employee shall receive their merit step effective (including retro-active pay) to their date of position. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.

The provisions of this Article shall expire on the last day of this Agreement, provided that any employee denied a merit pay increase during the duration of this agreement shall be entitled to an appeal under this Article.

FOR THE TEAMSTERS LOCAL 633

FOR CITY OF MANCHESTER, NH

6/30/2020

6/30/20

Jeffrey PAdellaro
Sec-Treasurer