AGREEMENT

BETWEEN

THE CITY OF CLAREMONT, NEW HAMPSHIRE SUPPORT STAFF/CLERICAL

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME) LOCAL 1348

EFFECTIVE DATE:

July 1, 2019 through June 30, 2022

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City of Claremont
Clerical Union Contract

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City of Claremont
Clerical Union Contract

Article 1
Preamble

The City of Claremont, (hereinafter referred to as the "City"), and Local Union AFSCME 1348, Claremont Clerical Union (hereinafter referred to as the "Union"), hereby agree as follows:

Article 2
Purpose

The purpose of this Agreement is to set forth agreements reached between the City and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Article. This contract is comprised of model language and union specific language. To the degree there is any conflict between the model and union specific language, the union specific language shall control. The parties recognize that although some of the contract provisions contained herein is similar or identical to other union agreements, that this is an independent agreement.

Article 3
Recognition

3.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all employees. The Union recognizes the necessity of the City to operate within its budget as set by the City Council.

3.2 The term "Employees" as used includes all individuals identified in the PELRB Certification which is attached to the union specific appendix and is hereby incorporated by reference.

3.3 The Union agrees to represent all employees in the Bargaining Unit without discrimination and without regard to membership in the Union. However, this shall not prevent the City Manager, department heads or assistant department heads from communicating or consulting with any employee or group of employees in their normal supervisory capacity as municipal officials. Nothing herein shall be construed to relieve the City of its obligation to negotiate terms and conditions of employment.

3.4 The City and the Union each reserves the right to act hereunder by Committee (which Committee shall be reasonable in number), or designated representative. This provision

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shall not be construed to allow the City to modify terms and conditions of employment except as otherwise permitted by law.

3.5 The inclusion or exclusion in the bargaining unit of new personnel classifications established by the City shall be preceded by discussion with the Union.

3.6 The City recognizes AFSCME Council 93, Local Union 1348, as the sole and exclusive bargaining agent for the purpose of collective bargaining wages and terms of employment for the Clerical Union. The City recognizes the Clerical Union as a bargaining agent for the regular full time and those part time positions in the bargaining unit listed on Appendix D attached. Positions not included on Appendix D are specifically excluded from the Clerical bargaining unit.

3.7 The Clerical Union shall notify the City Manager, in writing, of the names of the union officers within ten (10) days of their election or appointment.

3.8 It is recognized that supervisory and professional personnel are excluded from the provisions of this agreement; accordingly, it is not proper for these employees to perform any task, which is ordinarily performed by bargaining unit personnel. However, it is recognized that there are times when it may be necessary for supervisors and others who are outside the bargaining unit to perform such work; particularly in the case of an emergency or instructional period, etc., but such occasions shall be temporary in nature.

Article 4
Non-Discrimination

The City agrees not to discriminate against a member of the Union because of race, creed, color, sex, religion, or national origin for membership or non-membership in the Union, or any other class protected by law. The parties agree that this article does not prevent or limit an employee's/individual's rights under law.

Article 5
No Strike Clause

5.1 Under no circumstances will the union cause, encourage, sponsor, or participate in any strikes of any kind, stoppage of work, slow downs, or any kind of interference with, or interruptions of, the City's business by the Union or its members. In the event of any such activity, the City shall not be required to negotiate on the merit of the dispute which

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gave rise to such activity until any and all such activity has ceased. There shall be no lockout, partial or total, by the City.

5.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 5.1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce said employees or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article may be subject to disciplinary action.

Article 6
Management Clause

Except as specifically limited or abridged by the terms of this Agreement, the management of the City of Claremont in all phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the City of Claremont, including but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statues and/or ordinances, as well as the right, responsibilities and prerogatives relating to, including, but not limited to the direction of workforce, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work and/or funds, the right to decide classifications, the right to abolish positions, the right to determine schedule of work, the right to determine the methods, processes and manner of performing work and the general control of all operations of the City of Claremont in all its phases and details as well as all rights retained by virtue of including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statues Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other management rights not specifically here-in enumerated. Except as otherwise provided for herein, the City shall retain the right to promulgate policies that affect its employees resulting from enactment of state and federal laws and regulations.

Article 7
Union Rights

7.1 It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed as a result of Management's actions. All grievances, negotiations, and arbitrations shall be conducted during normal business hours or at mutually agreeable times.

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The representatives shall be:

Chairman
Steward

7.2 An alternate shall be permitted to assume the duties of the Chairman or Steward. The alternate may also serve as a member of the negotiating team. The Union shall advise the City of the names of the employees holding Union Office. Union officers, as described above, shall be permitted to process grievances during their scheduled hours of duty subject to reasonable time place restrictions. The Union Chairman, Steward, or other Union officer shall be permitted up to a total of eighty hours (80) off annually with pay provided that shift coverage is provided for the purpose of attending state or national meetings, conventions, or seminars.

7.3 The Union may post notices on the bulletin boards or any adequate part there of (in places and department locations) where bargaining unit employees read posted notices. All such notices shall be signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time.

7.4 Union Officers may utilize the Employer's electronic mail system, or other modes of correspondence, provided that the employee's normal work station and/or duties involve the use of computers and/or access thereto. Nothing herein shall be construed to require the city to provide access to computers for employees whose normal job functions do not require access.

7.5 Union Officers/members shall be allowed the use of meeting facilities/rooms for discussion when appropriate notification is given, as long as the space is available.

7.6 The Union shall be allowed to make a reasonable number of paper copies for Union Business free of charge. A specific copy machine code may be provided and implemented for this purpose.

Article 8
Union Dues

Upon completion of the probationary period, all employees of the bargaining unit may become a member of the Union as provided for herein.

The City agrees to deduct from the pay of each member of the bargaining unit the current union dues as certified to the City by the Treasurer of the Union. Dues deductions shall be made each pay period.

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The City shall send the amount deducted, with a list of those who had dues deducted, once each month, no later than the fifteenth day of the following month, and submitted to Accounts Payable for the next check run then forwarded to the Local Treasurer. The Union agrees to keep the City informed of the correct address where the dues are to be sent.

The Union will keep the City informed of the correct name and address of the Treasurer of their local Union. The Union also agrees to keep track of probationary periods and inform the payroll department by submitting a signed authorization form from each employee of the beginning and ending periods of union dues deductions. In the event that the employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues .

Article 9
Probationary Employees

9.1 All newly hired employees must serve a probationary period of one year from the date of hire. During such probationary period, such employees shall be entitled to the benefits of this Agreement, however, Articles 26 and 27 shall not apply. Nothing herein shall be construed to abrogate or limit the application of section 9.2.

9.2 Probationary employees may be disciplined, including but not limited to, suspended or terminated for any reason and at any time by the Employer, in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union, shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

9.3 All employees whose positions require licensing or certification must be licensed or certified as a condition of continued employment within 6 months after the end of their probationary period unless otherwise extended with the consent of the Director/Chief and City Manager.

Article 10
Seniority, Promotions, Demotions and Vacancies

10.1 Seniority shall be defined as the employee's total time of continuous employment with the City. Departmental seniority is defined as the time worked within the current department of the employee. Classification seniority is defined as the total time in grade, rank or classification.

10.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period of one year and have become either regular full-time (or

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regular part-time employees/Clerical Union only) at which time their seniority shall be computed from their date of original hire by the City.

Article 10
Seniority, Promotions, Demotions and Vacancies

10.3 In the event of a lay-off or reduction in the work force, such lay-off or reduction shall be governed by a combination of seniority and performance. Each employee shall be evaluated each year and shall be given an overall score between 1- 100, with the higher number indicating better performance. In determining layoff and/or recall, the Employer shall add together the employee's last three years of evaluation scores. The employer shall also multiply the employee's complete years of service times 20 points per year. After arriving at these two aggregate numbers (performance and seniority), the employer shall then multiply the seniority number by .50 (50%) and multiply the performance number by .50 (50%). The resultant numbers shall be added to together and the employee with the lowest combined score shall be laid off.

Examples:

Employee	Evaluations	Seniority	Weighted Eval.	Weighted Sen.	Total
#1	70,70,70	10 Years	**105**	**100**	**205**
#2	70,70,70	7 Years	**105**	**70**	**175**
#3	80,75,75	6 Years	**115**	**60**	**175**
#4	90, 90,85	5 Years	**137.5**	**50**	**187.5**
#5	95,95,95	3 Years	**142.5**	**30**	**172.5**

A committee comprised of equal numbers of Union and Management representatives shall be formed to develop a citywide evaluation instrument(s). Until the new evaluation system has been in effect for three years, the evaluations done under the new system shall be averaged and any number of years short shall be imputed from an average of the available prior evaluation scores. Thus, if only two years of evaluations are available at the time of the layoff, then averaging the first two years shall determine the third year. In the event total scores are equal, the least senior employee shall be laid off first. If layoffs must occur prior to the completion of the first evaluations under the new evaluation instrument(s), then the language previous agreement shall control.

10.4 Employees shall be recalled for up to 18 months. Employees will be recalled in reverse order, with the last person laid off recalled first. Employees recalled shall not lose their seniority. Notice of recall shall be sent, by certified mail, to the laid-off employee's last known address as shown on the City's records. The recall notice shall give the employee a minimum of 14 calendar days on which to return.

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10.5 An employee's seniority shall be lost for, but not limited to, the following reasons:

a. Discharge
b. Voluntary quit, resignation or retirement
c. Failure to respond to a notice of recall as specified.
d. Illness or injury not covered by Workers' Compensation resulting in an inability to perform an employee's regular work with the City which lasts longer than the approved leave of absence.

10.6 An employee who is hired for only a limited period of time to fill a vacant regular full-time (or part-time/Clerical Union only) employee's position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.

10.7 Posting of all vacancies and new positions shall occur within seven (7) calendar days from the date that the vacancy occurs. If a vacancy occurs and there will be a delay in filling due to monetary shortages or other stated reasons, the length of the delay shall be posted within seven (7) calendar days. All vacancies and new positions shall be open to application by Union employees. Employees may submit their applications to the Director and/or the Human Resources Coordinator. Status Change applications for employment shall be filled out by the individual seeking the promotion or transfer. The Director shall be responsible to distribute the applications to the Human Resources Department within seven (7) calendar days of the closing date. The closing date will be specified on each posting. The City of Claremont reserves the right to repost any position if it feels it is in the City's best interest. The position will be awarded to the most qualified by job description as determined by the department head/superintendent along with the Human Resources Coordinator. If two or more employees are equally qualified for the position, the employee with the most seniority shall be given preference. Promotions shall be subject to a one-year probationary period. If internal and external candidates are equally qualified, the internal candidate shall be given preference.

10.8 Employees in the department where a vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s) posted, provided, however, that such employee may, at their discretion, have their names removed from the list within seven (7) calendar days of returning to work, and provided further, that if the position has to be filled, at the discretion of the employer, prior to the time an employee can return, then the employee's name will be removed from the list.

10.9 An employee transferred from another division or promoted to a new position shall have a one-year probationary period. If the employee fails to gain seniority in the new position by the supervisor's appraisal, the employee may return to the position the employee left, displacing the least senior person in that classification. Notwithstanding, the employee shall only have the ability to return to their former position if done within ninety (90) days.

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Article 11
Safety

11.1 The City shall have the right to make regulations for the health and safety of its employees during their hours of work. Representatives of the City and the Union (RSA 281-A:64 Joint Loss Management Committee) may meet the first Tuesday of each even numbered month to discuss such regulations and problems that may need attention but shall meet at least quarterly as required by Law. The Union agrees that its members shall comply with the City's rules and regulations relating to safety.

11.2 The Union's safety committee shall consist of the Union chairperson and/or a coordinator from each of the following areas:

Fire	City Hall
Police	CSBCC
Public Works	

One of the representatives shall act as a committee chairperson and will conduct the meetings.

11.3 The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them.

11.4 The City shall provide to all employees the following items (if required): hard hats, rain gear, rubber boots, safety vest, eye protection, ear protection and other such gear as required by each dept., and such at no cost to the employee. Employees shall sign for this personal equipment and, if lost or abused, the employee shall be responsible for the replacement costs. Unserviceable personal equipment provided by the City may be returned for replacement at no cost to the employee. Notwithstanding, employees shall reimburse the City for any equipment that is lost or damaged due to destructive and/or wanton conduct. The Department head/Chief shall have the discretion to waive reimbursement.

11.5 Employees shall not store personal items or equipment in City-owned vehicles that are not job related without the prior approval of the Department Head. Notwithstanding; employees that elect to bring such property to work assume the risk of loss.

11.6 Any employee injured on the job shall be directed to the Urgent Care Unit at Valley Regional Hospital for a medical checkup, whenever practicable. This responsibility shall be administered by the supervisor/foreman or the department head/superintendent. The current City accident reporting policy shall be followed. Employees shall only be responsible for hospital expenses associated with non-work-related injuries.

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Article 12
Holidays

12.1 The following shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday
Veteran's Day	

12.2 Holiday's falling on a Saturday shall be celebrated on the proceeding Friday, while those falling on a Sunday shall be celebrated on the following Monday.

12.3 If a holiday occurs while an employee is on vacation, the employee will be charged with the holiday and not a vacation day. If a holiday occurs while the employee is on sick leave, the employee will be charged with the holiday and not a sick day. This provision shall not be construed to negatively impact employees that bank holiday.

12.4 Unless otherwise agreed to in advance by the Department Head, employees will not be paid for holiday leave unless they work the last full scheduled day prior to the holiday and the first full scheduled day after the holiday except for approved sick leave or bereavement leave. If an employee becomes ineligible for holiday pay under this article as a result of a bona fide illness or circumstances beyond their control, said employee shall be entitled to petition their Department Head in writing to make an exception to the policy. The Department Head may grant this exception if, in his/her discretion, the employee is able to demonstrate by reasonable and appropriate means that he/she was in fact ill. This right to petition will not be subject to the grievance procedure. Nothing herein shall be construed to prevent an employee from receiving holiday pay if he/she actually worked on the holiday in question, unless said holiday is observed on a different day.

12.5 Floating holidays must be approved at least seven (7) days in advance of the employee's requested date by the Department Head. The Department Head may take into consideration the needs of the department, scheduled projects, and prior approved leaves in approving the requested leave. Approval shall not be unreasonably withheld.

12.6 Part time employees (Clerical Union only) shall receive holiday pay based upon their individual weekly average.

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Article 13
Leave Provisions

13.1 Sick Leave: Each regular full-time employee shall accrue one working day of sick leave for each month worked. Probationary employees may accrue sick leave but are not entitled to use the accumulated sick leave until three months of their probationary period has been completed. Workers' Compensation leave shall be considered time worked for purposes of this Section. Sick leave may be accumulated to a maximum of forty-five (45) working days. Clerical employees who have more than forty-five days accumulated on December 31, 2000 shall retain and be permitted to maintain their accumulated days. Accumulated sick leave is lost when the employee leaves the City service, except as provided for in Article 31 of this Agreement.

13.2 Employees who have been absent for five consecutive days or are out intermittently for a qualified reason will be placed on family medical leave (FMLA). If it is later determined to be that the absence was due to a work-related injury, all FMLA leave shall be credited back to the affected employee. Each employee placed on FMLA due to a non-work-related illness or injury shall be required to obtain a return to full duty work status without restrictions (fitness for duty/per employee's job description) prior to returning to work. This paperwork must be submitted to and approved by the Human Resources Coordinator prior to the beginning of the employee's shift. This requirement shall not be construed to prohibit any bona fide request for accommodations under the Americans with Disabilities Amendment Act of 2008 (ADAAA). Employees who are placed on, or have requested FMLA leave, must keep their Director / Supervisor and Human Resources Coordinator informed of their medical status.

13.3 Each regular full-time employee completing a full calendar year of employment with no sick time used shall be entitled to two (2) vacation days in addition to the employee's accrued vacation during the following calendar year. Employees taking sixteen (16) hours or fewer of sick time during the calendar year shall be entitled to one (1) additional vacation day during the following calendar year.

13.4 New employees or employees with sick time balances below the forty-five days accrual will be able to accrue to a maximum of forty-five days of sick time. All other conditions of sick time payout given when an employee leaves the City's employ shall be in accordance with Article 31 (Retirement).

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Article 14
Bereavement Leave

14.1 Bereavement leave of five (5) working days with pay shall be granted to an employee in the event of death of his/her:

Spouse, Child, Father, Mother, Sister, Brother, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law or a relative domiciled in the employee's household.

14.2 Special leave of two (2) working days, with pay, shall be granted an employee in the event of the death of the employee's and his/her spouse's:

Grandchild, Uncle, Grandmother, Aunt, Grandfather

14.3 Under extenuating circumstances, additional days, with pay, may be granted with written approval of the City Manager.

14.4 Bereavement leave includes full time and part time employees. Full time employees will receive 8 hours of bereavement leave per day and part time employees will be paid at each individual's standard daily hours.

14.5 Bereavement leave must be used within seven (7) days of the date of death. If burial is to take place at a later date, the employee may request that bereavement leave be saved to use at that time.

Article 15
Personal Days

Personal Days: Full time employees shall be entitled to two (2) non-cumulative Personal Days each calendar year. These days may not be carried over into the following year. Personal days may be taken at any time provided the shift is at full complement or adequate coverage is provided for within the department.

Article 16
Injury Leave

16.1 Injury leave, as distinguished from sick leave, shall mean any paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was on duty. Employees of the City are covered by Worker's Compensation Insurance. In the event of injuries causing temporary total disability of less than seven (7) days, the City will pay the employee's regular pay for such period since payments are not made under the Worker's Compensation Insurance for such

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accidents. Since Worker Compensation benefits do not provide payment of the employee's entire regular net pay, the City will augment the Workers Compensation payments up to the employee's regular 40 net pay for a period not to exceed twelve (12) months. Any funds used to augment Workers Compensation payments after the first twelve months shall be deducted from an employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available.

16.2 Except as provided for herein, in the case of injuries causing temporary total disability, the City will use the employee's sick time pay to pay the employee's entire regular pay during such periods when payments are not made under the Worker's Compensation Insurance. If the employee does not have sick time available then any paid leave such as vacation time, personal time and/or earned time will be used to supplement the employee's wages up to net pay. In the event of injuries causing temporary total disability, the City will supplement the payments made by the Worker's Compensation, so that it will equal the employee's regular 40 hours of Net Pay. Net Pay is defined as the amount of Pay an employee receives for 40 hours of work after necessary deductions such as Federal Income Tax, Pension, Social Security, Health Insurance, Dental Insurance, and Union Dues etc. In the event of permanent total disability or death resulting from an accident received on the job, these supplemental payments will be made subject to the same rules and regulations as Worker's Compensation Insurance and shall not be payable if the accident is due to intoxication, illegal drug use or willful misconduct on the part of the employee.

16.3 Employees within the same Department may contribute up to a total of forty (40) hours of sick leave per year to any other employee(s) within the same Department who suffers from a serious health condition and has exhausted all their available leave, excluding one week of vacation. Any employee who suffers from such a serious health condition and is about to exhaust all their available paid leave, excluding one week of vacation, is entitled to make a request in writing to the Sick Leave Donation Committee requesting additional days. Any employee who suffers from such a serious health condition and has exhausted all their available paid leave, excluding one week of vacation, may accept from other employees within the Department up to a total of up to two hundred and forty (240) additional hours of sick leave during any twelve-month period.

16.4 Upon receiving a request for additional sick leave, the Sick Leave Donation Committee shall determine eligibility. The eligibility determination shall be subject to the grievance process up to but not including arbitration. If it is determined that the union employee in question is eligible, the Committee shall post a notice of the request. Any employee wishing to donate sick leave to another union employee within the same Department, must communicate to the Human Resource Coordinator, in writing, the number of hours

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the employee wishes to donate. In order to be eligible as a donor, the employee in question must maintain a minimum of twenty (20) days of accumulated sick leave. Further, the employee who donates sick leave shall have the option of donating anonymously. The Sick Leave Committee shall not divulge the identity of any employee(s) who does or does not donate sick leave without their consent.

16.5 The Sick Leave Committee shall be comprised of the Human Resource Coordinator, the Director of Finance, and two union employees. The union members shall be designated at the beginning of each year and shall be selected by the union stewards/presidents of all four collective bargaining units. The union employee members shall be rotated from year to year to ensure that there is equal member participation amongst all collective bargaining units. No more than one union employee may serve from each collective bargaining unit at any one time. All determinations of eligibility shall require a majority vote of the members of the Sick Leave Committee.

16.6 This policy incorporates the definition of serious health condition as defined by the Family Medical Leave Act. Notwithstanding, and for the purposes of this provision, donated sick leave shall only be available for the employee's own health condition and not to care for a member of the employee's family or for the birth or adoption of a child, unless the family member or child in question suffers from a life-threatening health condition that requires constant, continuous, and immediate care. Donated sick time shall not be consider as "used" for the purposes of determining eligibility for any sick leave incentives.

Article 17
Medical Leave

17.1 Written medical leaves of absence without pay shall be granted by the Department Head for a period not to exceed twelve (12) work weeks in any twelve (12) month period beginning with the date that the leave dispersed is designated as FMLA Leave. Medical leaves of absence shall only be granted to full-time regular employees for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Department Head advised as to the medical recovery progress.

Employees who are out on FMLA shall be entitled to any general salary increase applicable to the position granted while the employee was out upon return to full duty. To be eligible for leave without pay for medical reasons, the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

If a husband and wife both work for the City, are eligible for FMLA and each wishes to take leave to care for the birth of a child, adoption or placement of a child in foster care

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within 12 months of the birth, or to care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave or twenty-six (26) weeks if the leave is for the care of a covered injured or ill service member as military exigency leave hereby described as "any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty)" in a foreign country, and for caregiver leave for an injured or ill military veteran.

17.2 During a medical leave of absence without pay, an employee shall have no loss of health, dental, life, or short-term disability benefits but will not continue to accrue any paid leave benefits while out on medical leave. Health and Dental insurance benefit payments will be paid by the City in accordance with the established level of contribution during periods when the employee is on medical leave without pay. The employee shall be responsible for payment of the employee's share of said insurance benefit payments.

17.3 A medical leave of absence may be requested by the employee if the employee is aware ahead of time of a problem and/or a condition that qualifies for family medical leave (FMLA). However, even if the employee does not request FMLA, the employer may nonetheless designate the leave as FMLA, at its sole discretion, thereby activating the twelve-week period. It is the responsibility of the employee to keep the Director/Human Resources Coordinator informed as to the medical status of the employee. The employee must use paid leave during this medical leave if paid leave exists on behalf of the employee. The employee will maintain the option as to which leave bank he or she utilizes while on the paid leave. If the paid leave should be exhausted prior to the employee returning to work, then the remainder of the family medical leave will continue to be unpaid. During the unpaid leave of absence, it will be the employee's responsibility to pay the normal weekly contributions to health, dental and additional contributions (except union dues) on his/her behalf. Should the employee not be eligible for short-term disability benefits, it will be the employee's responsibility to maintain health coverage at COBRA rates until his/hers return to work. Any employee, who does not return promptly to work, once released back to full duty, may be dismissed for cause. It shall also be cause for the employer to collect full cost of insurance benefits from that employee should he/she not return back to work.

17.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position that the employee held before the leave was granted. Leave may be extended with approval of the City Manager due to a serious health condition of the employee, the approval of which shall not be unreasonably withheld. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

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Article 18
Authorization Leave

18.1 Employees may, with the approval of the Department Head and with consideration of the good of the department, and approval of the City Manager, be granted a leave of absence. The granting of such leave shall protect the employee's existing continuous service for the leave period. However, if the employee has paid leave time accrued at the time of the request, or accrues such time during the period of leave, prior to commencing unpaid leave, then the employee must use the paid leave prior to the permission of the unpaid leave. Leaves of absence will not be granted to permit employment elsewhere. Authorized leave of absence with protected seniority shall not be permitted for periods in excess of ninety (90) days, except in unusual and deserving cases which shall be determined by the City Manager, Department Head, and Human Resources Director/Department. The employee loses all benefits provided by the City during such time however, the employee may elect to continue health and dental coverage as his/her expense at current COBRA rates.

18.2 Maternity Leave. Pursuant to Federal law, the City agrees to grant employees covered by this agreement leaves of absence, for periods not to exceed twelve (12) weeks, for Maternity Leave. If paid vacation time is banked then employee must use paid vacation time until it is exhausted. If the employee who is requesting a leave of absence accrues paid leave time anytime during the requested leave of absence, then the paid leave time will be issued to the employee with the remainder of the leave to be unpaid. This leave may be extended in unusual and deserving cases.

Article 19
Military Leave

Any full-time employee is entitled to fourteen 14 days leave without pay annually for duty with the reserve components of the Armed Forces of the United States of America or the National Guard. This shall not affect the employee's annual vacation. The City will pay a full-time employee for such service in the military, the difference between the military earnings, and regular pay for the period. In order to qualify for this payment, the employee must first submit documentation verifying the amount received from the military. The City agrees to comply with current Federal law pertaining to the privileges of employees ordered to extended active duty by the United States Government.

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Article 20
Jury Duty

20.1 An employee called as a juror or witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service.

20.2. Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as it is reasonably possible after being excused.

20.3 Satisfactory written evidence of such service must be submitted to the employee's immediate supervisor.

20.4 Payment of meals and/or mileage shall not be considered as part of the fee for this Section.

Article 21
Vacations

21.1 All regular full-time employees are entitled to vacation. Vacation time shall be posted to the employee's account as of January 1 of each year. Vacation time for those employees with less than one full year as of January 1 shall be pro-rated for the first year. Employees shall not be entitled to take/use vacation time until they have completed 6 months of regular full-time employment.

Vacation pay will be based on an employee's base pay on the following basis:

TIME IN SERVICE	DAYS VACATION PER YEAR
From zero (0) year to four (4) years	Eleven (11)
Five (5) years	Twelve (12)
Six (6) years	Thirteen (13)
Seven (7) years	Fourteen (14)
Eight (8) years	Fifteen (15)
Nine (9) years	Sixteen (16)
Ten (10) years	Seventeen (17)
Eleven (11) years	Eighteen (18)
Twelve (12) years	Twenty (20)
Thirteen (13) years	Twenty-one (21)
Fourteen (14) years	Twenty-two (22)
Fifteen (15) to nineteen (19) years	Twenty-three (23)
Twenty (20) to twenty-four (24) years	Twenty-five (25)
Twenty-five (25) or more years	Twenty-seven (27)

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21.2 All vacations shall be subject to the approval of the Department Head. When it is necessary to limit the number of employees on vacation at any one time, vacation will be allowed at the discretion of the Supervisor/Director.

21.3 All employees shall be required to take their vacation during the calendar year. No vacations shall be accumulated or carried over to the next fiscal year without the written approval of the Department Head. In the event of an exception, a maximum of no more than 10 days may be carried over or approved by the Director. Notwithstanding, this limitation in carryover of vacation days shall be suspended in the year preceding retirement from the City of Claremont, provided however, that the employee in question qualifies for retirement in accordance with Article 31.2 and/or Article 31.3 herein on the anticipated date of separation. The employee must submit written notification to the City of the intent to retire at least one year in advance in order to qualify for the suspension of the limitation on carry over vacation days.

21.4 An employee who is separated, dismissed or retired from City service shall be granted the sum total of the employee's vacation leave at the date of such separation, dismissal or retirement.

21.5 In the event of the death of an employee, the City will pay all the employee's earned wages, vacation, accumulated sick days and pro-rated longevity pay to the employee's designated beneficiary or estate if there is no beneficiary. The insurance carrier will pay the life insurance benefit. It is the responsibility of the employee to notify the Human Resources office in writing of any change in beneficiary.

21.6 Vacations may be taken in weekly increments or on a per day basis both requiring at least twenty-four (24) hours advance approval from the Department Head as in Section 21.2 above.

21.7 Part time employees (Clerical Union only) shall earn vacation leave based upon their individual weekly average.

Article 22
Short Term Disability

22.1 The City shall provide short-term disability income insurance after the full-time employee has served two (2 years) of continuous employment with the City. Short-term disability coverage will become effective the 1st of the month following the employee's 2nd year anniversary. Short-term disability shall consist of the following:

(1) Two-thirds of the employee's base income, paid by the insurance carrier, up to a maximum allowable benefit (cap) of $750.00 per week.
(2) Twenty-six (26) weeks of coverage,
(3) Forty-five (45) day waiting period,

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(4) Disability payments are solely the responsibility of the insurance carrier.

All disabilities shall be verified by a medical doctor's statement as to the length of time and the severity of the disability. The City may request a second opinion at its expense. Disability coverage shall not apply to injuries covered by Workmen's Compensation Insurance. Health insurance coverage shall remain in force for the employee with the employee paying the employee's contribution in accordance with Section 17.3, above. Employees who are out on STD shall be entitled to any general salary increase applicable to the position granted while the employee was out upon return to full duty.

22.2 Any funds the employee uses to augment Short Term Disability payments shall be deducted from the employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available.

22.3 The City reserves the right to change, at its discretion, from time to time, insurance carriers; provided any insurance carrier selected shall be licensed to do business in the State of New Hampshire and shall provide insurance coverage that is as relatively similar as possible. The City will inform the Union of any prospective change of carrier 90 days in advance.

Article 23
Health Insurance

23.1 The City shall make health insurance available to each regular current full-time employee. The City will provide a POS health insurance plan substantially equivalent to the POS plan offered in 2016 and the Harvard Pilgrim HMO20 (MD16994) RX 0/25/40 in accordance with the benefit summary set forth in addendum "A". The City shall contribute ninety percent (90%) of the eligible premium cost based upon the Harvard Pilgrim HMO 20 (MD16994) RX 0/25/40 plan.

23.2 Employees who choose another plan offered by the City shall contribute all additional costs over and above the City's contribution for the cost of the Harvard Pilgrim HMO20 (MD16994) RX 0/25/40 plan to be deducted on a weekly basis through payroll deductions.

23.3 Employees may only change enrollment during the open enrollment period unless circumstances allowed by the insurance company dictate otherwise.

23.4 Notwithstanding the foregoing, employees hired after October 1, 2014 and prior to September 15, 2017, the employees shall be limited to the Harvard Pilgrim HMO 20 (MD16994) RX 0/25/40 plan with the City contributing an amount equal to 90% of the plan premium. Employees hired after September 15, 2017 shall also be limited to the Harvard Pilgrim HMO 20 (MD16994) RX 0/25/40 plan with the City contributing an amount equal to 80% of the plan premium.

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23.5 The City reserves the right to select the insurance carrier for all insurances required by this agreement, provided that:

(1) All such carriers shall be licensed to do business in New Hampshire;

(2) The coverage of such insurance policies is substantially equivalent of the existing policies offered under this contract in the year 2014;

(3) The City will inform the Union of any prospective change of carrier ninety (90) calendar days in advance. The parties agree that should a dispute arise regarding any change in health insurance benefit, they will agree to expedited review of any grievance to ensure resolution prior to the implementation of any new insurance.

23.6 Any employee who does not enroll in any level of the City's health care plan shall receive a lump sum payment equal to one-half (1/2) the cost of the AB 20 RX 10/20/45 for a single person plan (pro-rated if the employee has not completed a full calendar year) that the City is required to pay under this paragraph. Payment shall be made in November of each year. The lump sum payment for new employees opting out of the City's health plan shall be pro-rated for the employee's first year of employment only. Employees opting out of the City's health plan at any time after their first year of employment will not be eligible for the lump sum payment until the following year. Any employee taking advantage of this provision shall provide proof of other health insurance by the beginning of each plan year to the Human Resources Coordinator and sign a Health Insurance Stipend Agreement each year. Any newly hired employee taking advantage of the pro-rated lump sum payment shall provide proof of other health insurance prior to being eligible for said payment.

23.7 The City reserves the right to re-open the entire agreement in the event that changes in health insurance regulations and/or any associated taxes/fees substantially increase, alter or impair the financial obligations of the City. Further, the City reserves the right to reopen the entire agreement in the event health insurance rates are anticipated to increase by twelve percent (12%) or more. The City shall provide written notice to the union if it intends to reopen the agreement. Such notice shall be provided no later than two months preceding the start of the contract year. Failure to reach agreement during such reopener shall result in the imposition of status quo.

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Article 24
Dental

The City shall provide the Delta Dental Insurance Option III program or a similar plan for all regular full-time employees. Employees opting for a two-person or family plan shall be responsible for the additional cost of such a policy to be deducted on a weekly basis through payroll deductions. Effective in January 2020, the maximum dental benefit will be capped at $1,500.00.

Article 25
Life & Liability Insurance

25.1 The City shall provide each regular full time, non-probationary period employee, a life insurance policy equal to one year's salary, not to exceed $95,000, to the next highest one thousand dollars ($1,000) of the employee's base pay. Coverage will become effective the 1st of the month following the employee's anniversary date of hire.

25.2 In the event that that the City Council adopts the provision of RSA 31:105 & 31:106, the City shall indemnify applicable employees as provided for by law. Such indemnification shall remain in effect until such time as the City Council determines otherwise. Nothing herein shall be construed as providing protection for employees beyond those set forth in RSA31:105 & RSA 31:106.

Article 26
Disciplinary Events

26.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

26.2 Except as provided in Article 9 (initial probation) above, all suspensions, demotions and/or discharges shall be for cause and must be stated in writing with the reason stated and a copy given to the employee and the Union Steward at the time of suspension or discharge.

26.3 Disciplinary actions shall normally follow this order, but shall not be so limited in their application:

a. Verbal warning,
b. Written warning,
c. Suspension, without pay,
d. Demoted or Discharge.

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26.4 An employee may be disciplined for, but not limited to, the following conduct:

a. Misconduct during employment,
b. Incompetence or inefficiency,
c. Failure to perform assigned duties,
d. Disobedience to the employee's supervisor,
e. Consuming, possessing or being under the influence of illegal drugs or alcohol while on duty,
f. Fighting or attempting to injure or endanger others;
g. Stealing or intentional destruction of City property or goods;
h. Soliciting side work during working hours;
i. Unauthorized use of City equipment for personal use or gain;
j. Conviction of a felony,
k. Failure to observe rules and regulations,
l. Unauthorized absence from duty.
m. Loss of driver's license, unless the employee has sufficient vacation time to cover the length of time that the driver's license is lost (if required by job description).

26.5 A Verbal Warning or a Written Warning shall not be used for progressive disciplinary purposes after two (2) years of good conduct and a Suspension or Demotion shall not be used for progressive disciplinary purposes after four (4) years of good conduct. If there is intervening discipline, a violation of good conduct, existing discipline shall not be used for progressive disciplinary purposes after the time frames set forth for all the intervening discipline has lapsed.

Article 27
Grievance Procedures

27.1 The purpose of the grievance procedure shall be to settle all employee grievances on the lowest practical level as quickly as possible to insure efficiency and high employee morale. A grievance for the purposes of this Agreement shall be a complaint or claim arising between the employer and the employee regarding the meaning or application of this Agreement. Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must, with the assistance of a Steward, attempt to informally resolve the matter with the appropriate supervisors. The Supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has authority to do so. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

Step 1. A. Any grievance shall be filed with the Department Head and Union President/Chairman or Union Steward not later than 14 calendar days from its occurrence or the date when the aggrieved had reasonable notice of such grieved action or such grievance will be invalid and shall not be given any consideration. The

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written grievance shall state the date and time of the incident, a description of the incident, and the applicable part(s) of this Agreement.

B. A meeting shall be held between the aggrieved employee, the Department Head, and the Union Steward within seven (7) calendar days of receipt of the written grievance. A written decision shall be rendered seven (7) calendar days of the meeting.

Step 2. C. In the event that the disagreement between the employee and the employer has not been settled at level (B) above, the decision may be appealed within fourteen (14) calendar days to the City Manager. A meeting shall be held between the aggrieved employee, the Union Representative, and/or the Union Steward, the Department Head or his/her designee, and the City Manager or the City Manager's designee. This meeting shall be held within seven (7) calendar days after a written notice requesting such a meeting and a written decision shall be made by the City Manager or the City Manager's designee within seven (7) calendar days after such a meeting. These Step 2 decisions shall be mailed to the home address of the Grievant and the Claremont Chairperson of the Local Union.

Step 3. D. In the event that the dispute between the employee and the employer has not been settled at level (C) above, the decision of the City Manager or the City Manager's designee may be appealed by Union upon filing a demand for arbitration within thirty (30) calendar days of receipt of the City Manager's decision. The demand for arbitration shall be filed with the New Hampshire Public Employees Labor Relation Board or any mutually agreed substitute arbitrator or arbitration tribunal. The expense of the arbitrator's service shall be borne equally by the two (2) parties. Each party shall bear the expense of their own representation. The decision of the arbitrator shall be final and binding on both parties as to issues of fact only and the parties may appeal issues of law to a Court of competent jurisdiction as provided for by law.

27.2 The specified time periods may be extended for valid reasons only and by mutual consent of both parties involved except Section 13.1(D).

Article 28
Drug and Alcohol Policy

28.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty or while acting in an official capacity for the City.

28.2 Employees shall not report to work or attempt to work while under the influence of alcoholic beverages or controlled illegal substances.

28.3 The Department Head may enforce this policy by requiring employees to submit to drug and alcohol tests, upon reasonable articulable suspicion that an employee is under the influence

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of illegal controlled substances or alcoholic beverages. Reasonable suspicion must be initially determined by or confirmed by the Department Head or the Department Head's designee.

Section 1 – Grounds for Testing

A. When a Department Head, Police Chief, Fire Chief, Commanding Officer (police or fire) or Supervisor has reasonable suspicion to believe that a member or employee is using or is under the influence of an alcoholic or other intoxicating beverage, controlling substance, or narcotic drug while on duty, the commanding officer, or supervisor shall notify the member/employee's Department Head, Police Chief or Fire Chief. The member or employee may then be ordered by his/her Department Head, Police Chief or Fire Chief to submit to testing to detect the presence of alcohol, controlled substance, or narcotic drugs in the body.

B. When a Department Head, Police Chief, Fire Chief, Commanding Officer (Police & Fire), or Supervisor has reasonable suspicion that a member or employee is illegally using controlled substance or narcotic drug while on duty by the department, (Police & Fire only on or off duty,) the commanding officer or the supervisor shall notify the member/employee's Department Head, Police Chief, or Fire Chief. The member or employee may then be ordered by the Department Head, Police Chief, and Fire Chief to submit to toxicology testing designed to detect the presence of controlled substances or narcotic drugs in the body.

Section 2 Member/Employees Obligations:

A member or employee's refusal to submit, when and where so ordered, to toxicology testing may result in disciplinary action, including dismissal.

If required by the person or agency conducting toxicology tests, the member or employee shall sign a consent form authorizing the release to the Human Resources Department.

Section 3 Procedures for Testing:

The toxicology tests performed shall be a urine (GCMS) or blood test, at the choice of the member or employee, or if no choice is made, at the direction of the Department's Director/Chief ordering the test.

A. Three samples urine or blood will be drawn at the time of testing.

B. If the results of the testing of the first sample are found to be positive, a second test involving the second sample will be made to confirm the results of the first test.

C. If the results of the testing of the first sample are found to be negative, a second test involving the second sample may be made at a different certified laboratory at the discretion of the Department Head/Chief to confirm the results of the first test.

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D. The third sample shall be retained so the member/employee can have the sample independently tested, at his/her expense, if so desired.

E. If the results of the first and second test differ and an additional test is required at the discretion of the Department Head/Chief, the third sample that was independently tested at the expense of the member/employee shall be the determining test. If the member/employee decides not to have the third sample independently tested, then the Department Head/Chief may order the third sample tested and that test shall be the determining test.

F. If the Department Head/Chief decides not to require an additional test when the results of the first two differ, the test shall be deemed inconclusive.

G. The subject member/employee of the toxicology test may, upon request, receive a copy of the report, provided, however, that the Department Head/Chief, upon request received a copy of the report of the test results of the independent toxicology test from the subject member/employee.

H. All evidentiary samples of blood and or urine/ shall be handled according to standard practices and departmental policies and procedures.

Section 4 Employee Rights:

A. Results of toxicology test for alcohol, controlled substances, and narcotic drugs may be the cause for departmental disciplinary actions, but will otherwise be kept confidential to the extent permitted by law, unless the member/employee consents otherwise.

B. The Department Head/Chief who orders the test shall inform the member or employee that results of toxicology tests for alcohol, controlled substances, and narcotic drugs shall not be used in any criminal investigation or prosecution. Employees shall be extended Garrity rights to prevent the use of any testing results in any criminal proceeding.

C. The urine testing procedure shall be so designed that members or employees are allowed to provide the sample in a manner which does not unreasonably subject them to embarrassment or humiliation.

D. The investigator shall inform the member/employee of the name of the complainant and the nature of the complaint, if it has not already been done, prior to ordering a member/employee to submit to a toxicology test.

Section 5 Miscellaneous:

Members and employees who seek voluntary assistance for alcohol and substance abuse shall not be disciplined merely for seeking such assistance.

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Article 29
Longevity

29.1 Longevity pay will be paid to all full-time employees, in one lump sum payment in November, based on the employee's anniversary date of hire and the following table:

Five (5) to nine (9) years of service	$300.00
Ten (10) to fourteen (14) years of service	$400.00
Fifteen (15) to nineteen (19) years of service	$500.00
Twenty (20) to Twenty-Four (24) years of service	$600.00
Twenty-Five (25) years of service and over	$700.00

29.2 Employees must be employed with the City of Claremont at the time longevity is paid (as of November 1 of said year) to be eligible for the longevity payout. Retiring employees who meet all the retirement eligibility requirements set forth by NHRS shall receive their longevity payment at the time of their retirement as long as that money has been allocated in the current year's budget.

Article 30
Mileage

Employees required or requested to use their personal vehicles in the course of their duty for City business shall be reimbursed at the standard rate allowed under the Internal Revenue Code. Vehicle use must be approved by the Director/Department Head and every attempt must be made to secure a City vehicle for use prior to approving the use of personal vehicles. In the event that an employee is using his/her own personal vehicle on City business, all safety procedures (i.e. seatbelt usage) must be followed.

Article 31
Retirement

31.1 All eligible full-time bargaining unit employees shall participate in the New Hampshire State Employees' Retirement System as a condition of employment.

31.2 After twenty (20) years satisfactory service with the City of Claremont and NHRS State Retirement Age as revised and/or amended for Groups I and II or upon State Approved Disability, City employees upon retirement shall be paid one hundred percent (100%) of their individual accumulated sick leave as a retirement severance adjustment.

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31.3 NHRS eligible Group I employees who have reached the retirement age for their NRHS Group, and who have completed ten (10) years satisfactory service with the City of Claremont shall, upon retirement, be paid fifty percent (50%) of their individual accumulated sick leave or one thousand dollars ($1,000.00), whichever is greater, as a retirement severance adjustment.

31.4 Notwithstanding any other provision in Article 31, the separation benefit under this section will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable within 60 days after the employee's retirement, and shall equal the maximum portion of the separation benefit that will not result in the New Hampshire Retirement System assessing the City of Claremont for "spiking" (previously codified in RSA 100-A:16 III-a). The second lump sum payment shall be due and payable 121-150 days after the employee's retirement or beyond such time so as to prevent the City of Claremont from incurring spiking and/or additional assessment penalties and costs by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

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Article 32
Payroll

The Pay Week for all departments will begin on Sunday at 12:01 A.M (midnight) and end on Saturday at 12:00 P.M. Departmental payroll sheets must be submitted to the payroll department every Monday by noontime. If a holiday occurs on the Monday that the payroll is to be submitted, then payroll will be due on Tuesday by 12:00 P.M., or the first day of work following the holiday(s).

Payroll will be paid weekly on Fridays. Direct deposit will be available to those individuals electing to sign–up for this benefit through the payroll office.

Article 33
Overtime Pay

Employees covered under this contract shall be paid overtime at the rate of time and one-half their hourly rate for all actual hours worked in excess of forty hours per week. For the purposes of this provision, only sick time shall be excluded from actual hours worked. All hours not actually worked shall not be computed for purposes of overtime pay and will be paid at their regular hourly rate.

Article 34
Continuing Education, Seminars and Conferences

34.1 The City encourages its employees to maintain proficiency in their respective job tasks through attending continuing education programs or classes, seminars, conferences, etc. As a result, at the discretion of the Department Head, employees may attend such educational programs and the City will pay for the fee, if any, for said program.

34.2 The City will provide transportation if at all possible or reimburse the employee for mileage at the current IRS mileage allowance rate for business use of a personal vehicle if a city vehicle is not available.

34.3 The City will reimburse employees up to $10.00 for lunch through the use of a department expense sheet and submission of receipts, tips and/or alcohol excluded. If lunch is included or provided by the program then employees will not be eligible for lunch reimbursement.

34.4 Employees will be expected to adjust their work schedule to accommodate the program's scheduled hours.

34.5 Overtime pay for program attendance must be pre-approved by the Department Head. Meal breaks do not count as hours worked for purposes of calculating overtime

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requirements under this provision. The Department Head may waive the pre-approval requirement if the program was required to maintain a required license or certification or if the information was critical to the employee's job task. This provision provides the Department Head and the employee an opportunity to adjust work schedules and/or require early departure from programs to avoid overtime if necessary or, in the alternative, to allow for overtime when necessary to ensure the employee receives the full benefit of the program.

Article 35
Educational Reimbursements

The City agrees to provide reimbursements to full time employees who complete approved courses relative to their current responsibilities or as part of an approved career development program based upon the following standards: the cost of course tuition and books, but not to exceed $1,500 per employee in a calendar year and not to exceed the total budgeted amount for this program.

Courses must be approved in advance by the appropriate Department Head as related to the employee's job, or as part of a career development program. Approval must be obtained through the Human Resources Dept. /Payroll Dept. in accordance with a payroll deduction form being completed and signed by the employee.

Once a course has been approved as meeting the requirements, an advance will be made to the employee for up to one-half (1/2) of the authorized cost of the course tuition and books, not to exceed $750.00 based upon the employee's length of service and eligible authorized cost(s). The remainder of the course reimbursement, not to exceed $750.00, will be paid to the employee upon presentation of a certification/grade and employee's eligible length of service.

Full time employees who have one (1) to three (3) years, of employment with the City, will receive 50% reimbursement of the authorized course. (Grade must be C or higher, or P in a pass or fail (F) grading system). Full time employees, who have four (4) or more years of service with the City, will receive 100% reimbursement of the authorized course with an A or B average and 75% reimbursement of the authorized course with a C average. Grades below a C will receive no reimbursement. Any employee failing to satisfactorily complete a course shall have the one-half (1/2) advance payment deducted from the employee's paycheck in equal amounts, not to exceed $50.00 in any one week. In the event that the employee terminates prior to the payback, the employee will have the balance due taken from their final paycheck.

If the employee's failure to attain a passing grade is due to a work-related injury or job assignment (at the direction of a superior with knowledge of the conflict), reimbursement shall not be required. The Department Head may waive reimbursement under extenuating circumstances.

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Approvals for courses shall be considered on the basis of relevancy of the course, number of full-time employees applying and funds available.

If a course is paid for in whole or in part through Federal, State, or other scholarship programs, then the city will reimburse for such a course to the extent the scholarship did not cover the entire cost of such course, it being the intent of the Section to eliminate double payments for any course.

Educational expense shall include: tuition, registration, and books. This provision shall not apply to educational expenses required to maintain certifications or licenses required by the employee's job description or for skills that are otherwise advantageous to the City as determined by the Department Head.

The restrictions and requirements set forth above shall not apply to courses that the City requests any employee to take during duty time.

Article 36
Wages & Hours of Work

36.1 The work day schedule may vary based upon the particular needs of the department, as determined by management, however, all full-time employees shall work forty (40) hours per week, exclusive of the employee's lunch period. All regular part time employees shall work up to forty (40) hours per week as determined by the Department Head, on a schedule to be determined by the management of the individual departments.

36.2 Employees may take up to one hour of unpaid lunch. It is the intent of the City that employees take at least ½ hour of lunch (the actual lunch-time to be modified according to department and/or employee needs, keeping in mind NH Labor Laws).

Employees shall be entitled to one fifteen-minute break in the morning and one fifteen-minute break in the afternoon. These breaks are not to be combined and used in place of a lunch break. Break times will coordinate with each department's needs and the Department Head, and/or Supervisor's approval of the specified time.

36.3 Conditioned upon the City's and the Union's respective ratifications and executions of this Agreement, employees will receive the following cost of living increases. The term "cost of living increase" in this paragraph is as set forth in NH RSA 273-A:12 VII and such increases shall NOT require payments of cost of living increases during any time after the expiration of this contract or between contracts.

Effective upon the first full pay period following September 1, 2019, employees will receive a cost of living increase of 2.25% from their current base rate.

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Effective upon the first full pay period following July 1, 2020, employees will receive a cost of living increase of 2.50% from their current base rate.

Effective upon the first full pay period following July 1, 2021, employees will receive a cost of living increase of 2.50% from their current base rate.

36.4 This following wage schedule (Appendix B) is for new hires or employees transferring to this grade/level. Once the rate is established, please refer to Article 36.3 for cost of living increases. This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A: 12.

Article 37
Sick Bonus Incentive

As per 13.3, full-time employees taking no sick time during the calendar year shall be entitled to two (2) additional vacation days during the following calendar year. Full-time employees taking two (2) sick days or less during the calendar year shall be entitled to one (1) additional vacation day during the following calendar year. (see 13.3). In addition to the accrual of vacation day(s) for excellent attendance, the following monetary incentives shall also be paid during the first pay period of January following the calendar year in question:

$600.00	24 or less hours taken
$120.00	40 hours sick time taken

Each hour between 24 and 40 reduces the incentive by $30.00 (a copy of the breakdown is attached as Appendix C).

Article 38
Successor Agreement

38.1 On or before January 2nd of the last year of this contract, the Union and/or the City may, in writing, by certified mail return receipt requested, notify the other of its desire to terminate or modify the terms and conditions of this Agreement and shall submit to the other its demands on negotiable items. If proper notice is given, the parties shall, no later than May fifteenth, meet, confer and negotiate in accordance with the procedures set forth hereinafter in a good faith effort to reach a mutual understanding and agreement.

38.2 The negotiating committees of the City and the Union shall have authority to reach a complete agreement, subject to ratification by Union membership and ratification of all cost items by the Claremont City Council.

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38.3 If, after discussion of all negotiable matters, the parties fail to reach agreement of any negotiable subject put before them, or the parties have not reached agreement on a contract, either party may declare an impasse in accordance with provisions of applicable State Statutes.

Article 39
Duration & Separability

39.1 This Agreement shall be effective upon ratification by the Claremont City Council and shall remain in full force and effect through June 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not later than one hundred twenty (120) calendar days prior to the City's budget submission date that it desires to modify this Agreement. The City's current budget submission date is the May 2nd of each year.

39.2 This Agreement may be modified or amended at any time with the mutual consent of both parties. Requests for amendments or modifications shall be in writing.

39.3 In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26 day of June 1, 2019.

Pamela Dyer, Chairperson	Pamela Dyer
deForest Bearse, Steward	deForest Bearse
Signature	Printed Name
Paul Cioffi	Paul Cioffi
Signature	Printed Name
[signature]	John A. Maclean
Signature	Printed Name
[signature]	Lette Shattuck
Signature	Printed Name

CK

Appendix A
Insurance

HMO $20
Harvard Pilgrim (MD16994)
In-Network

Benefits Covered in Full (no cost to the member)	
Preventive Care Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings.	Covered in Full
Laboratory Tests	
X-rays	
Chemotherapy & Radiation Therapy	
Routine Maternity Care & Delivery	
Inpatient Mental Health & Substance Abuse	
Home Health Care	
Oxygen & Respiratory Equipment	
Hospital Inpatient	
Advanced Radiology CT Scans, PET Scans, MRI, MRA and Nuclear medicine services	
Outpatient Surgery	
Skilled Nursing Facility; 100 day visit limit	
Inpatient Rehabilitation; 60 day visit limit	
Ambulance - Emergency Transport	

Benefits covered after a Copayment	
Professional Visits:	$20 Copay
Physician Services/Office Visit	
Routine Annual Eye Exam (1 per year)	
Acupuncture; 20 visit limit	
Chiropractic Care; 12 visit limit	
Physical/Speech/Occupational Therapy; combined 40 visit limit	
Outpatient Mental Health & Substance Abuse	
Allergy Injections	$5 Copay
Emergency Room (waived if admitted)	$50 Copay
Prescription Drugs: Retail (30 day supply)	$0/$25/$40
Mail Order (90 day supply)	$0/$25/$40

Other Benefit Features	
Deductible	None
Durable Medical Equipment	20% Coinsurance
Out of Pocket Maximum: Medical	Combined $6,000 ($12,000 Family)
Prescription Drugs	

Benefit Year: Calendar Year (January - December) **Lifetime Benefit:** Unlimited

This is only a summary of benefits, please consult corresponding schedule of benefits. Exceptions & exclusions apply.
Benefit limits, deductibles and out of pocket maximums are based on a calendar year.

Apr-17

CU

POS $10
Harvard Pilgrim (MD14552)

Benefits Covered in Full (no cost to the member)	In-Network	Out-of-Network
Preventive Care Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings.	Covered in Full	Deductible; then 20% Coinsurance
Laboratory Tests		
X-rays		
Chemotherapy & Radiation Therapy		
Routine Maternity Care & Delivery		
Home Health Care		
Oxygen & Respiratory Equipment		
Physical/Occupational/Speech Therapy; unlimited visits		
Hospital Inpatient		
Advanced Radiology CT Scans, PET Scans, MRI, MRA and Nuclear medicine services		
Outpatient Surgery		
Skilled Nusing Facility & Inpatient Rehabilitation; unlimited visits		
Durable Medical Equipment		
Inpatient Mental Health & Substance Abuse	Covered in Full	20% Coinsurance
Ambulance - Emergency Transport	Covered in Full	Covered in Full

Benefits Covered after a Copayment		
Professional Visits:	$10 Copay	Deductible; then 20% Coinsurance
Physician Services/Office Visit		
Routine Annual Eye Exam (1 per year)		
Acupuncture; 20 visit limit		
Chiropractic Care; unlimited visits		
Outpatient Mental Health & Substance Abuse	$10 Copay	20% Coinsurance
Allergy Injections	$5 Copay	Deductible; then 20% Coinsurance
Emergency Room (waived if admitted)	$50 Copay	$50 Copay
Prescription Drugs: Retail (30 day supply)	$0/$20/$30	
Mail Order (90 day supply)	$0/$20/$30	

Other Benefit Features		
Deductible: Limit one per year	None	$250 Deductible ($500 Family Maximum)
Out of Pocket Maximum: Medical	Combined $6,000 ($12,000 Family)	Combined $1,000 ($2,000 Family)
Prescription Drugs		

Benefit Year: Calendar Year (January-December) **Deductible Carry-Over Provision:** Yes **Lifetime Benefit:** Unlimite

This is only a summary of benefits, please consult corresponding schedule of benefits. Exceptions & exclusions apply.
Benefit limits, deductibles and out of pocket maximums are based on a calendar year.

Sep-15

C4

Appendix B
Clerical Union Schedule for New Hires
Part Time Employees - Clerical

Part Time Employees - Clerical	Minimum	Maximum
New -- Minimum Experience	State of NH min wage	$12.00
2 - 3 years relevant experience	$ 12.40	$ 13.00
3 -5 years relevant experience	$ 13.70	$ 14.40
Above 6 years relevant experience	$ 15.10	$ 15.90

Note: This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12 VII. Once the rate is established, please refer to your contract for pay increases. Those positions listed as full time in the schedule and filled with part time staff will be hired within the schedule of the full-time position.

Clerical Positions covered by this Schedule:

Welfare part time Secretary
Assessing part time Secretary
Fire part time Secretary
Asst Technical Services/Catalog Librarian Circulation Clerk
Technical Services/Catalog Librarian
Maintenance Custodians part time - police
Maintenance Custodians part time - city hall
Maintenance Custodians part time - library

CVL

City of Claremont
Clerical Union Contract

Clerical - Level I

Clerical - Level I	Minimum	Maximum
New -- Minimum Experience	State of NH min wage	$ 10.00
3 - 5 years relevant experience	$ 10.30	$ 10.80
5 - 7 years relevant experience	$ 11.10	$ 11.70
7 - 9 years relevant experience	$ 12.10	$ 12.70
9 - 11 years relevant experience	$ 13.10	$ 13.80
12 years and above relevant experience	$ 14.20	$ 14.90
Temporary & Seasonal	$ 8.00	$ 12.00

Note: This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12 VII. Once the rate is established, please refer to your contract for pay increases. Those positions listed as full time in the schedule and filled with part time staff will be hired within the schedule of the full-time position.

Clerical Positions covered by this Schedule:

Maintenance Custodians - Full time (both City Hall and GCC)

CSB CC Secretary I (Front Desk Leaders)
CSB Customer Service Desk/Recreation Leader
DPW Secretary I

City of Claremont
Clerical Union Contract

Clerical - Level II

Clerical - Level II	Minimum	Maximum
New -- Minimum Experience	State of NH min wage	$ 12.00
3 - 5 years relevant experience	$ 12.40	$ 13.00
5 - 7 years relevant experience	$ 13.40	$ 14.10
7 - 9 years relevant experience	$ 14.50	$ 15.20
9 - 11 years relevant experience	$ 15.70	$ 16.50
12 years and above relevant experience	$ 17.00	$ 17.90
Temporary & Seasonal	$ 8.00	$ 12.00

Note: This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12 VII. Once the rate is established, please refer to your contract for pay increases. Those positions listed as full time in the schedule and filled with part time staff will be hired within the schedule of the full-time position.

Clerical Positions covered by this Schedule:

DPW Clerk Administrator
Assessing Clerk
~~Deputy Tax Collectors/City Clerk~~ Collections Clerk
CSB CC Secretary II
Admin Asst – Planning & Development

CH

City of Claremont
Clerical Union Contract

Clerical - Level III

Clerical - Level III	Minimum	Maximum
New -- Minimum Experience	$8.00	$13.00
3 - 5 years relevant experience	$13.40	$14.10
5 - 7 years relevant experience	$14.50	$15.20
7 - 9 years relevant experience	$15.70	$16.50
9 - 11 years relevant experience	$17.00	$17.90
12 years and above relevant experience	$18.40	$19.30
Temporary & Seasonal	$10.00	$14.00

Note: This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12 VII. Once the rate is established, please refer to your contract for pay increases. Those positions listed as full time in the schedule and filled with part time staff will be hired within the schedule of the full-time position.

Clerical Positions covered by this Schedule:

Welfare Assistant Director

Boards & Commissions Secretary

Finance Clerk

Deputy City Clerk/Tax Collector

Water & Sewer Bookkeeper

Resource Coordinator - Planning & Development

CK

City of Claremont
Clerical Union Contract

Clerical - Level IV

Clerical - Level IV		Minimum		Maximum
New -- Minimum Experience	$	10.00	$	14.00
3 - 5 years relevant experience	$	14.40	$	15.10
5 - 7 years relevant experience	$	15.60	$	16.40
7 - 9 years relevant experience	$	16.90	$	17.70
9 - 11 years relevant experience	$	18.20	$	19.10
12 years and above relevant experience	$	19.70	$	20.70
Temporary & Seasonal	$	12.00	$	16.00

Note: This schedule is for new hires or employees transferring to this grade and shall not be construed as a "pay plan" for the purposes of RSA 273-A:12 VII. Once the rate is established, please refer to your contract for pay increases. Those positions listed as full time in the schedule and filled with part time staff will be hired within the schedule of the full-time position.

Clerical Positions covered by this Schedule:

Building Inspector/Health Officer/Deputy Health Inspector

Parks Maintenance

CU

Appendix C

Hours Taken (=/-)	Dollar Amount
0-24 hours	$ 600.00
25	$ 570.00
26	$ 540.00
27	$ 510.00
28	$ 480.00
29	$ 450.00
30	$ 420.00
31	$ 390.00
32	$ 360.00
33	$ 330.00
34	$ 300.00
35	$ 270.00
36	$ 240.00
37	$ 210.00
38	$ 180.00
39	$ 150.00
40	$ 120.00
More than 40 Hours	$ -

CK

City of Claremont
Clerical Union Contract

Appendix D

Clerical Union Positions

Deputy City Clerk/Tax Collector
Collections Clerk
Assessing Clerk – Full Time

Finance Clerk

Water & Sewer Bookkeeper

Boards & Commissions Secretary (inactive)
Resource Coordinator – Planning & Development
Building Inspector/Health Officer/Deputy Health Inspector

Welfare Assistant Director

Asst Technical Services/Catalogue Librarian/Circulation Clerk

DPW Secretary Level 1/Clerk (inactive)
DPW Administrative Clerk

Parks Maintenance

City Hall Maintenance – Full time (inactive)
Part –Time Custodian Positions
(1 Police Station, 1 City Hall)

CSB CC Maintenance (Full Time – vacant)
CSB CC Secretary Level 1 (inactive)

Assessing – Part Time Clerk (inactive)
Welfare - Part Time Secretary (inactive)
Fire – Part Time Secretary
Library – Custodian (part time)

CU