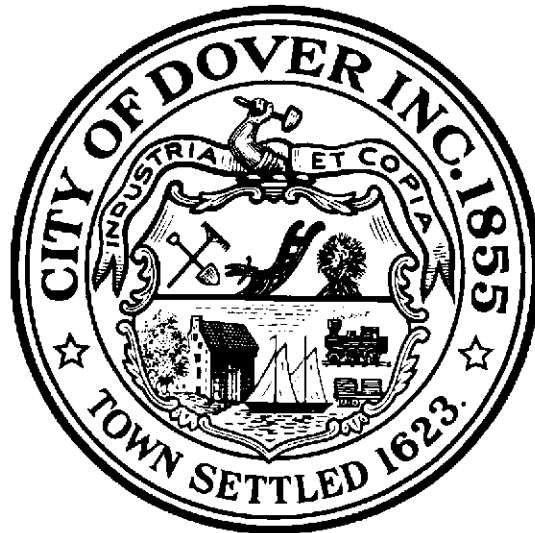


# **COLLECTIVE BARGAINING AGREEMENT**

**CITY OF DOVER, NEW HAMPSHIRE**

**AND**

**DOVER MUNICIPAL EMPLOYEES ASSOCIATION**



**July 1, 2017 through June 30, 2020**

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF DOVER, NH & DMEA**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF DOVER, NEW HAMPSHIRE  
AND  
DOVER MUNICIPAL EMPLOYEES ASSOCIATION**

**ARTICLE I: AGREEMENT:**

Section 1 This Agreement is made and entered into by and between the City of Dover, New Hampshire, hereinafter referred to as "City" and the Dover Municipal Employees Association, hereinafter referred to as "Association", representing the municipal employees of the City of Dover providing support services for City operations, hereinafter referred to as "Members".

**ARTICLE II: RECOGNITION:**

Section 1 The City hereby recognizes that the Association is the sole and exclusive representative of all persons employed in positions covered in Appendix A, and any later created positions as may become included as pursuant to law.

Section 2 Whenever the City hires new employees within positions covered by this Agreement, they may become members of the Association. The City hereby recognizes the Association as an Agency Shop which enables the Association to collect a fee from non-members equal to the regular Member's weekly dues.

Section 3 Upon presentation of written authorization approved by the Association President, the City agrees to deduct from the wages of each such member so authorizing, the current weekly Association dues, as certified to the City by the Treasurer of the Association, and deliver the same to the Association Treasurer. Said deduction to be made weekly, and the City shall promptly remit to the Treasurer of the Association the dues so deducted. However, if any Member has no check coming to him/her, or the check is not large enough to satisfy the assignments, then, and in that event, no collection shall be made from said Member for that week. The Association agrees to indemnify and hold the City harmless from any claims arising out of the City's authorized deduction of said dues according to the terms and conditions of this Agreement.

Section 4 The City agrees that there shall be no discrimination, harassment, interference, restraint, or coercion, by the City or any of its authorized agents against any member, because of his/her membership in the Association, or against any member who may represent others in the discharge of his/her duties as a member of any committee of the Association. The City shall not discriminate

against any person because of race, creed, color, age, sex, religion, sexual orientation, gender identity or expression, national origin, genetic information, disability, veteran status or any other protected class under federal and/or state law.

**ARTICLE III: DEFINITIONS:**

- Section 1    Emergency: For the purpose of this Agreement, an emergency shall be defined as an unexpected event or happening.
- Section 2    Grievance: A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Agreement with respect to one or more members covered by this Agreement.
- Section 3    Member: Whenever used in this Agreement, the word "Member" may refer to a person or persons covered by this Agreement engaged in regular full-time or regular part-time work.
- Section 4    Probation: A probationary period shall apply to all members during the first six (6) months of the date of their original employment and from the date of any promotion. Upon successful completion of probation, the member shall receive regular appointment to his/her designated position or classification. A member dismissed for cause during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged.
- Section 5    Regular: A regular full-time employee shall be defined as an employee who works more than thirty-two (32) or more hours per week for twelve (12) or more calendar months in any job classification established by the City as a regular position. A regular part-time employee shall mean an employee who works thirty-two (32) hours per week or less and who is retained to work twelve or more consecutive calendar months in any job classification established by the City as a regular position.
- Section 6    Member in Good Standing: A member in good standing is any person who has fulfilled the requirements for membership, is not delinquent in their dues or assessments, and who has not voluntarily resigned employment, become ineligible for continued membership or has been terminated after due process.
- Section 7    Anniversary Date shall be defined as the date of each member's appointment to his/her current position.
- Section 8    Base Hourly Rate shall be defined as the hourly rate of pay received by the Member.
- Section 9    Regular Hours of Work: Regular hours of work for DMEA members working in City Hall shall be defined as between the hours of 8:00 am and 6:00 pm Monday through Friday. All other DMEA members active on December 9, 1999, shall be defined as those

hours of operation in effect on December 9, 1999. Non-library related employees hired after September 5, 2002 may have their regular hours of work re-scheduled by a department head between 8:00 am and 5:00 pm Monday through Saturday, exclusive of holidays. Library related employees hired after September 5, 2002 may have their regular hours of work rescheduled between 9:00 am and 8:30 pm Monday through Sunday, exclusive of holidays.

9.1 In the event that the City Council adequately funds the option of opening City Hall for public service on Fridays, the Association agrees to accommodate scheduling changes in City Hall. The Department Head shall assign schedule changes by first utilizing any new staff hired for this purpose, followed by existing employees volunteering for needed schedule changes, followed by assigning by seniority.

Section 10 Paid Time Off shall refer to any time off with pay, which includes, but is not limited to vacation, sick, holidays, excused work days, disability, and other paid leaves of absence. For the purpose of paid time off being granted to the member and being used by the member, the term "day", when used in the leave provisions, shall mean the member's regular hours per day worked. For example; a regular, full-time member working 40 hours per week, Monday through Thursday, shall have regular hours per day equaling 10. Likewise; a regular, full-time member working 40 hours per week, Monday through Friday, shall have regular hours per day equaling 8.

#### **ARTICLE IV: WAGES AND HOURS:**

Section 1 All members shall be allowed to work a flexible workweek schedule as mutually agreed upon by the affected member and the department head. In utilizing flex-time scheduling, members may have flexible arrival and departure times and shall be required to be present during core work hours as determined by each department.

1.1 Job positions occupied by members shall not have their regular number of hours reduced. The City shall, in turn, not be precluded from increasing the number of hours associated with a position provided the incumbent retains the same hourly rate. This provision shall not preclude the City from amending the hours associated with any position once it becomes vacant nor shall it interfere with the voluntary and involuntary termination of employees, layoffs or the creation and filling of new positions by the City.

Section 2 The City shall compensate all FLSA non-exempt members on an hourly basis and FLSA exempt members on a salary basis, or insofar as otherwise specifically provided herein to the contrary.

Section 3 Emergency Work: It shall be the duty of all able-bodied members to make themselves available during the course of an emergency.

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- Section 4 When FLSA Non-exempt regular full-time members are specifically assigned to perform work at times other than their regular hours of work and beyond mutually agreed upon flex-time hours, they shall be compensated at the rate of time and one half (1 1/2) the equivalent of their base hourly rate. The same rate of compensation shall be received by FLSA Non-exempt regular full-time members for extra work within their regular duties for all hours worked any holidays (8:00 on the day of the holiday through 8:00 AM the next day), or, with mutual agreement of the department head, may be awarded compensatory time calculated at the rate of time and one-half (1 1/2) for actual hours worked in lieu of receiving overtime pay. Compensatory time may be scheduled subject to mutual agreement. At management's discretion, compensatory time may be paid out to the employee, unless the employee has already scheduled a use for that time with the department.
- Section 5 A member on callback shall be compensated for a minimum of two (2) hours at the rate of time and one half (1 1/2) for each actual call-in. If said member shall actually work for a period in excess of two (2) consecutive hours during any such call-in, he/she shall be compensated at the rate of time and one-half (1 1/2) for all hours so worked.
- Section 6 Members working in City Hall between the hours of 8:00 am and 6:00 pm, Monday through Friday, for five (5) or more consecutive hours per day shall be granted a one-half (1/2) hour paid lunch. .

**ARTICLE V: HOLIDAYS:**

- Section 1 All regular full-time members and regular part-time members on a pro-rata basis not working in City Hall shall be paid at their regular rate for the following named holidays, or any other day proclaimed as a holiday by the City or State. When a holiday falls on a Sunday, the following Monday shall be declared a holiday. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday.
- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Birthday   | Veterans' Day          |
| Memorial Day           | Thanksgiving Day       |
| Independence Day       | Day after Thanksgiving |
| Christmas Day          |                        |
- Section 2 Each regular full-time member and regular part-time member on a pro-rata basis working in City Hall Monday through Thursday and maintaining a four (4) day work week, as referenced in Article III, Section 9, shall be paid at their regular rate for the following named holidays, or any other day proclaimed as a holiday by the City or State, when the holiday falls on Monday through Thursday. When

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a holiday falls on a Sunday, the following Monday shall be declared a holiday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

Additionally, for each regular full-time member and regular part-time member on a pro-rata basis working in City Hall Monday through Thursday and maintaining a four (4) day work week, as referenced in Article III, Section 9, two (2) floating holidays shall be granted. Scheduling requests for the floating holidays shall be made in writing to the Department Head or designee in the first week of the fiscal year. If there are too many requests for the same date, approvals will be based on City seniority. Requests or changes may be submitted to the Department or designee after the initial request period; however, seniority will not be a factor for late requests or changes.

Section 3

Each regular full-time member and regular part-time member on a pro-rata basis working in City Hall Tuesday through Friday and maintaining a four (4) day work week, as referenced in Article III, Section 9, shall be paid at their regular rate for the following named holidays, or any other day proclaimed as a holiday by the City Manager, when the holiday falls on Tuesday through Friday. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

Additionally, for each regular full-time member and regular part-time member on a pro-rata basis working in City Hall Tuesday through Friday and maintaining a four (4) day work week, as referenced in Article III, Section 9, five (5) floating holidays shall be granted. Scheduling requests for the floating holidays shall be made in writing to the Department Head or designee in the first week of the fiscal year. If there are too many requests for the same date, approvals will be based on City seniority. Requests or changes may be submitted to the Department Head or designee after the initial request period; however, seniority will not be a factor for late requests or changes.

**ARTICLE VI: WAGE SCHEDULE & RATE ADJUSTMENTS:**

Section 1 Wage Schedule

- 1.1 Effective the beginning of the first full pay period immediately following July 1, 2017, all members of the Association shall receive a cost of living adjustment of one and one half percent (1.5%) based on the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2016, as used in the City's Tax Cap calculation. Such adjustment shall be applied to Appendix B to become the FY2018 Step Plan Wage Schedule.
- 1.2 Effective the beginning of the first full pay period immediately following July 1, 2018, all members of the Association shall receive a cost of living adjustment of at least two percent (2%) and not greater than four percent (4%) based on the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2017, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B to become the FY2019 Step Plan Wage Schedule.
- 1.3 Effective the beginning of the first full pay period immediately following, July 1, 2019, all members of the Association shall receive a cost of living adjustment of at least two percent (2%) and not greater than four percent (4%) based on the Boston-Brockton-Nashua area Consumer Price Index (CPI-U) year-end average for the twelve month period ending December 31, 2018, as used in the City's Tax Cap calculation. Such adjustment shall be applied to the previously adjusted Appendix B to become the FY2020 Step Plan Wage Schedule.

Section 2 Employee Wage Rate Adjustments

- 2.1 Plan Administration
  - 2.1.1 For the period of July 1, 2017 through June 30, 2020, step increases shall be awarded on July 1 following application of the COLA as stated in Section 1. The step increase shall only be awarded following a full twelve (12) months of service in accordance with the step rates established in Appendix B, as adjusted per Section 1 above for the employee's position and grade identified in Appendix A. Employees in probationary status as of July 1 will not receive a step increase until satisfactory completion of the probationary period has been achieved.



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- 2.1.2 Each member shall be evaluated annually on or about his/her anniversary date within their existing job position by his/her immediate supervisor.
  - 2.1.3 Evaluations are to be as objective in nature as possible and may be appealed but are not subject to the grievance procedure.
  - 2.1.4 Overall responsibility for administration of the program shall be vested with the City Manager.
  - 2.2 Appeals:
    - 2.2.1 In the event a member is not in agreement with his/her immediate supervisor's evaluation, he/she may appeal the evaluation through progressive supervisory levels up to the City Manager. The decision of the City Manager shall be binding.
  - 2.3 For the period of July 1, 2017 through June 30, 2020, top step (step 12) employees may receive a non-cumulative, lump-sum payment of \$500 based upon the results of their last performance evaluation which shall be completed within 45 days of their position anniversary date. An employee must receive an overall rating of "Exceeds Standard" or greater on their performance evaluation to receive this payment. This compensation shall be awarded on July 1 following the evaluation. If the majority of the rating categories are scored as "Exceeds Expectations" or above and there are no ratings of "Needs Improvement" the overall rating shall be considered as "Exceeds Expectations." After the employee has been afforded the opportunity to comment on the evaluation, the final determination for the payment shall be at the sole discretion of the Department Head.
- Section 3 Wage and Classification Study Committee
- 3.1 The City and Bargaining Unit agree that a wage and classification study will be completed and available for review prior to negotiations for a successor agreement. The final report is expected to be completed and submitted to the City Manager by October, 2019. The City shall establish a labor/management committee that shall include at least one (1) member from each bargaining unit. The committee shall participate in establishing specifications for a Request for Proposal with the intent of hiring a qualified consultant to work with the committee. The committee shall advise and provide recommendations for completion of the study. It is agreed the committee shall meet at least quarterly.

**ARTICLE VII: PROMOTIONS AND TRANSFERS:**

- Section 1 The City reserves and shall have the right to make promotions and transfers primarily on the basis of ability, performance of duty and competitive examinations, but shall be governed by seniority where equal ability, performance of duty, and merit have been demonstrated.
- Section 2 All Members shall be given a reasonable opportunity to learn a new or different job within the City service.
- Section 3 All vacancies in Members positions shall be posted for five (5) days in all departments or divisions covered by this Agreement and Members in good standing shall be given the opportunity to apply for these jobs.
- Section 4 The City may continue to utilize temporary help and or assign an employee to fill a vacancy on a temporary basis for a period not to exceed ninety (90) days. This provision shall not affect the City's ability to contract with vendors for services and/or for the completion of specific projects.
- Section 5 When an employee is temporarily assigned to a higher graded position for a minimum period of five (5) consecutive days or promoted to a higher graded position, such employee shall receive an additional five (5%) percent of his/her current hourly rate provided such rate does not exceed the maximum rate of the higher graded position, or shall receive the minimum hourly rate of the higher rated position, whichever is greater.
- Section 6 Upon being offered a promotion or transfer to a new position, current employees may be required to undergo medical tests, procedures, or examinations to establish their fitness to safely perform the new job for which they have applied. Such fitness for duty determinations shall not have an adverse impact on an employee's current position provided they are not endangering the health and safety of themselves or others.

**ARTICLE VIII: SENIORITY:**

- Section 1 There shall be three types of seniority:  
a) City Employment Seniority  
b) Departmental Seniority  
c) Classification Seniority
- Section 2 Seniority shall prevail in matters concerning layoffs and re-hiring. Any Member scheduled for layoff shall be provided a written notice within a reasonable period of time from when an intent to layoff is confirmed by the City provided there is a minimum of thirty (30) days written notice before involuntary termination. Qualified and available regular Members shall be reinstated before new Members are hired. Members subject to recall, as outlined herein, shall not forfeit their recall status if they refuse an offered position that is

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dissimilar in job classification or hours. The Member shall notify the City of his/her intention to return to work within ten (10) calendar days of the City's notification to do so, and must return to work within fifteen (15) calendar days of notice, otherwise, he/she shall be considered permanently terminated from City employment. The obligation of the City to notify a former Member shall not exceed beyond three (3) years from the date of layoff, with said Member being obligated to notify the City of changes in address, and written notice being given by mail by the City to the last known address shall be deemed proper notice.

Section 3 Departmental Seniority shall be considered in matters concerning promotion and transfers as set forth in ARTICLE VII of this Agreement.

Section 4 No Member shall have the right to replace another Member in any position by virtue of Departmental or Classification Seniority alone, except in the event of a permanent lack of work or layoff in any position. In no event shall a regular, part-time member have bumping rights over a regular, full-time member. Seniority for this purpose shall be determined by the length of service at their current full-/part-time status.

The following definitions shall be used when considering member bumping:

City Employment Seniority: City employment seniority shall mean the total number of years a member has been an employee with the City of Dover as a regular full- and/or part-time employee.

Departmental Seniority: Departmental seniority shall mean the total number of years a member has been an employee of a department as a regular full- and/or part-time employee. The City Departments are Community Services, Executive, Finance, Fire & Rescue, Human Services, Planning, Police, Public Library, and Recreation.

Classification Seniority: Classification seniority shall mean the total number of years a member has been employed in a classification category as outlined in the City's Classification Plan.

It is agreed that the Department Head will make the decision when determining bumping eligibility. Bumping shall be confined to positions that are at the same or lower classification/grade level. It shall not be restricted to one department if the classification/grade level is the same or lower across departments.

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It is agreed the following steps shall be taken in order to determine the proper exercise for bumping eligibility:

1. When a position held by a member of the bargaining unit is identified for layoff, the member with the least seniority in the classification category shall be deemed the member subject to layoff.
2. Human Resources shall provide, to the Department Head, a list of members with less City employment seniority that are at a classification/grade level equal to or less than that of the member subject to layoff.

The Department Head will consult with Human Resources and another Department Head, with no vested interest in the outcome, to discuss whether a member subject to layoff can properly exercise bumping or not. A decision shall be determined on the basis of the member's City Employment Seniority, Departmental Seniority, and Classification Seniority, as well as, the member's area of education, training, and skills as outlined in the position's official job description which enables the member to perform the normal duties and tasks of the position which the member seeks as outlined in the job description with a reasonable amount of training. Reasonable training is hereby defined as on the job training for a minimum period of six (6) weeks. Up to one year additional time may be granted to meet minor licensing/certification requirements on the position, provided the member can perform at least 70% of the tasks and duties defined in the official job description. The cost of any City required outside education will be borne by the City. Outside education requests by the member shall be addressed according to Article XX: Educational Incentive Reimbursement, in the Collective Bargaining Agreement Between the City of Dover and DMEA.

If the same tasks and duties appear in the job description of the member seeking to move into the new position as are set forth in the position to which that member wishes to move, than it is assumed that the skill set to perform said tasks and duties is transferable.

3. Upon completion of the consultation, the Department Head shall render a decision as to whether the member

subject to layoff may properly exercise bumping or not.

4. The Department Head shall notify DMEA about the impending layoff and his/her decision regarding the members' bumping eligibility status prior to notifying the member designated for layoff.

5. If, after notifying DMEA, the Department Head stands by his/her decision, the Department Head shall notify the member subject to layoff, in writing, with at least thirty (30) days' notice as outlined in Article VIII: Seniority, Section 2. Notification of layoff to the member shall include duplicate copies to the member's personnel file, Human Resources, and the DMEA President.

Section 5 When bidding on a new job (via promotion or transfer), the Member shall have a trial period of thirty (30) days in which he/she shall have the right to be reinstated to his/her previous position if he/she so desires.

Section 6 A Member shall not forfeit seniority or benefits during absence caused by illness or injury resulting in total temporary disability as provided in ARTICLE IX, LEAVES OF ABSENCE, Section 3, Personal Leave and Accident Disability or ARTICLE XV: WORKERS' COMPENSATION.

Section 7 When a member transfers from one department to another, or is promoted within, the date of original employment with the City shall count as the starting date for purposes of seniority as they apply to longevity pay, sick leave, and vacation benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City.

Section 8 Members who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal workday by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former member return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he/she shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former member shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

**ARTICLE IX: LEAVES OF ABSENCE:**

**Section 1 Military Service:**

Any member who is a member of the National Guard or Military Reserves, and is required to undergo training or serve on active duty therein, shall be entitled to a leave of absence with pay for the period of such training or active duty, but not to exceed ten (10) work days in any one fiscal year, and any such leave shall not affect the member's annual vacation leave. The amount of compensation paid to such member for such leave of absence shall be the difference between the member's compensation for military activities as shown by a satisfactory statement by military authorities giving the member's rank, base pay and the amount of the member's regular weekly pay. If the member's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made. Additional unpaid military leave shall be provided in accordance with federal and state regulations.

**Section 2 Personal Sickness and Injury Leave:**

**2.1 Eligibility**

2.1.1 Each regular full-time member and regular part-time member on a pro-rata basis will be eligible for up to ten (10) paid excused days per contract year for personal illness or injury excepting new hires who must first complete the probationary period. Sick leave, at the discretion of the department head, may be granted in an instance of illness of a member of the member's immediate family.

2.1.2 Any single absence in excess of five (5) regularly scheduled workdays will be treated in accordance with the provisions of ARTICLE IX, Section 3 below, Short Term and Long Term Disability.

2.1.3 There will be no carry-over of personal sickness and injury days from year to year.

2.1.3.1 Any member who completes a full fiscal year without any use of sick time will be awarded two (2) additional days pay at their current rate of pay while any member who completes a full fiscal year with no more than one (1) day's use of sick time will be awarded one (1) additional day of pay at their current rate of pay.

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- 2.1.3.2 An eligible member may elect to donate any of his/her accrued grandfathered sick days to another member in need, at the time of the need.
- 2.1.4 At the discretion of the department head, and at no cost to the member, a doctor's certificate, the cost of which shall be borne by the City, may be required for any absence due to personal sickness or injury in excess of three (3) but less than six (6) regularly scheduled workdays. Any absence in excess of five (5) regularly scheduled workdays will require a doctor's certificate for payment eligibility as provided in this ARTICLE, Section 3, below, Short Term and Long Term Disability.
- 2.1.5 It is understood that abuse of sick leave may result in disciplinary action to the member consistent with ARTICLE XVIII, DISCIPLINARY PROCEDURES.
- 2.2 Prior carry-over:
  - 2.2.1 Incumbents on roll effective July 1, 1993, who previously had negotiated accrued carry-over sick leave will be grandfathered for purposes of retaining such negotiated accrual.
  - 2.2.2 Incumbents with such accrual may supplement eligibility limits as provided in 2.1 and subject to the provisions of 2.1.4 above as may be needed.
  - 2.2.3 Upon termination, incumbents grandfathered under 2.2.1 will be paid an allowance of any unused accrual based on the following:

Retirement under the applicable New Hampshire Retirement Group or Layoff-				75%
Resignation	-			50%
Death Beneficiary				
* non-job related	-			75%
* job related	-			100%

Members having grandfathered sick leave accruals may make application to receive a cash payment to "buy-down" all or a portion of such accruals. To be considered for a grandfathered sick leave accrual "buy-down" payment, a member will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process which shall then be considered by the City as part of the annual budgeting process. Subject to annual funding availability and other limitations as

may be established by the City, payment for all or a portion of the requested "grandfathered sick leave buy-down" shall be made weekly during the corresponding benefit plan year. Any grandfathered sick leave buy-down payment made to a member shall be calculated at the member's base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with grandfathered sick leave accruals awarded at 75%. Should employment with the City be terminated within 12 months of receiving a "buy-down" payment, a member shall be responsible for reimbursing the City 25% of the payment attributable to grandfathered sick leave.

Section 3 Short Term and Long Term Disability

3.1 Short Term Disability (STD)

3.1.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Short Term Disability (STD) insurance providing for 66 2/3% of the member's base salary for up to 26 weeks. The City shall continue to pay members their regular base salary during the period that their claim is being processed for acceptance or denial. If the claim is denied the member's leave will be charged for the time of absence. If the claim is subsequently approved, the City shall reinstate the leave taken beyond the initial elimination period. Members shall be required to use one (1) sick day for an accident and five (5) sick days for illness to be eligible for disability benefits. For members not having sick leave, annual leave may be utilized to fulfill the required waiting period. Each year during open enrollment if a member elects to donate one sick (1) day, the member shall be entitled to receive 100% of their base pay during the short term disability period. Members that opt to not donate one (1) sick day shall only be eligible to receive the STD benefit payment of 66 2/3% their base salary, unless they opt to use their own accrued leave. During the STD period, members shall continue to accrue annual leave and all other benefits under the contract.

3.1.2 Temporary Alternative Duty may be assigned if an employee is deemed to have some work capacity during the period of disability. Temporary Alternative Duty shall be based upon the work capacity



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established by a medical professional. Second and possibly third physician opinions may be requested if there is concern relative to the employee's treatment program, work capacity, or expected recovery period. This provision in no way supersedes any requirements through the insurer.

- 3.1.3 If at week twenty five (25) of STD it is evident the member will not be able to return to full duty, the City shall payout to the member all accrued, unused annual leave, not to exceed 300 hours as well as health and/or dental buyout, if applicable. Payout of any other leave and/or benefit amounts shall be in accordance with language in the collective bargaining agreement. If at the end of the STD period (26 weeks) the member is unable to return to full duty the member may be separated from service, unless in a grandfathered status. Members hired prior to the date of signing shall be placed in a non-pay status until such time as the schedule provided for job reinstatement under Long Term Disability has been exhausted. With the inability to return to work the member shall be eligible to apply to transition to Long Term Disability (LTD). If a member is denied LTD benefits due to a pre-existing condition, the City shall provide benefits pursuant to the Personal Sickness and Accident Disability provision provided in the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement (attached as Appendix C) minus the 26 weeks applicable to STD.

3.2 Long Term Disability (LTD)

- 3.2.1 For members working 20 or more hours per week, the City shall provide, and pay 100% of the premium for, Long Term Disability (LTD) insurance providing for 60% of the member's base salary and a benefit duration up to age 65 with a survivor benefit of three (3) months. Members will be eligible to apply for LTD benefits after 180 days of full disability (STD period).
- 3.2.2 Any members hired on or before the date of signing of the contract shall be grandfathered, based on years of service at the time of disability, for reinstatement to the same job that the member held when the leave began or to an equivalent job while on LTD in accordance with the schedule below:

Years of service are determined by the date of hire with the City

10 years but less than 15 years up to 10 weeks  
15 years but less than 20 years up to 22 weeks  
20 years + up to 26 weeks

3.2.3 Reinstatement entitles the member to return to full duty, within the above timeframes, to the same job that the member held when the leave began or to an equivalent job. When restored to a job, the member shall be entitled to have returned to them the balance of their Sick and/or Personal Leave that was on the books at the time they went out on LTD. Upon reinstatement, members that were eligible for the retiree health insurance benefit shall continue to be eligible for the benefit. Grandfathered members shall be allowed to continue their health and/or dental coverage while under the job reinstatement status with the City paying the employer portion of the premium, provided the member continues to pay their portion of the premium.

Section 4 Care of Newborn Child (CNC):

4.1 Eligibility:

4.1.1 Each member will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery.

4.1.1.2 CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits.

4.1.2 A member may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that:

- a) the member will exhaust all vacation time prior to the start of any extended leave; and
- b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and

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- c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery.

4.2 Termination:

4.2.1 Upon completion of the CNC leave, the member shall return to work or be subject to disciplinary action.

4.2.2 Upon completion of the CNC leave, the member shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such member will be treated in accordance with ARTICLE VII, PROMOTIONS AND TRANSFERS.

4.2.3 A member on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned.

4.3 Nothing in Sections 4.1 or 4.2 above will preclude a member from taking such leave by utilization of previously accrued and grandfathered sick leave and/or vacation.

Section 5 Bereavement Leave:

5.1 A regular member shall be granted leave due to death in his/her immediate family with pay based on his/her work schedule not to exceed three (3) working days provided the member's term of employment is six (6) months or more at the time such leave begins. Up to five (5) paid days shall be granted for the death of a spouse or child. The death of a child includes biological children, step-children and adopted children.

5.2 A regular member's immediate family shall be considered as mother, father, brother or sister of either the member or spouse; grandchildren or grandparents of either the member or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

Section 6 Jury Duty:

6.1 Any member who is called as a juror will be paid the difference between the fee received for such services and the amount of straight time earnings lost by reason of such service.

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- 6.2 Any member who is called to jury duty and is excused from jury duty for a day shall be required to report to his/her regular work assignment as soon as is reasonably possible after being excused.
- Section 7 Excused Work Days:
- 7.1 Each regular full-time member and each regular part-time member on a pro-rated basis with a six-months' term of employment, shall be eligible for three (3) Excused Workdays during the fiscal year with pay at his/her base rate. Members who achieve a six months' term of employment after July 1 but not later than December 31, shall be eligible for two (2) Excused Workdays during the fiscal year with pay at his/her base rate upon achieving the six month's term of employment.
- 7.1.1 In all cases, Members with eligibility as specified above must reserve at least one Excused Workday until December 31 or until the City renders a decision or declaration, whichever is sooner, as provided in 7.2 below.
- 7.2 The City shall have the option of converting one (1) paid Excused Workday to a designated day provided the City so designates prior to December 31st of the preceding year.
- 7.2.1 A member who is not otherwise eligible for a paid Excused Workday shall be excused and paid for such City designated Excused Workday.
- 7.3 In the event a member is scheduled to work on a designated Excused Workday, he/she shall reschedule in the fiscal year, or in the event the day cannot be rescheduled due to business conditions, shall be paid in lieu of the designated Excused Workday at his/her base rate.
- 7.4 A member who is absent with pay on a designated Excused Workday may reschedule the day provided such rescheduling is in the same fiscal year.
- 7.5 Non-designated Excused Workdays shall normally be scheduled 24 hours in advance with approval of the department head.
- 7.5.1 A member who is otherwise absent with pay on a non-designated Excused Workday shall be permitted to reschedule in the same fiscal year.
- 7.5.2 There shall be no payment in lieu of or carry-over from one fiscal year to the next of unused non-designated Excused Workdays.

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Section 8 Special Leave

8.1 A member may also be granted special leave, without loss of pay, to address unanticipated and exigent matters, including though not limited to, critical illness or death in the immediate family or extended family; subpoenaed testimony for a court, public body, quasi-judicial body or commission and such other situations as the Department Head may consider meritorious within his reasonable discretion. The Department Head shall certify in writing the allowance or disallowance of the special leave request. Special leave shall be supplementary to and shall not be in diminution of any other leave benefit.

Other Leaves: The City may grant other leaves of absence with or without pay and/or benefits and/or service credit at the discretion of the City Manager.

Section 9 Association Leave

9.1 The City agrees to allow Association officers such reasonable leaves of absence without salary deduction for the transaction of Association business or duties, provided that such leave does not interfere with the necessary work of the City. Any such Member shall be paid by the City during such leaves of absence as occurring during the normal working day. Said leaves of absence for conference attendance shall not exceed three (3) workdays in any calendar year.

**ARTICLE X: LIGHT DUTY:**

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

**ARTICLE XI: MAINTENANCE OF MEMBERSHIP:**

Section 1 Each member who, on the effective date of this Agreement, is a member of the Association, and each member who becomes a member after that date may continue his/her membership in the Association.

**ARTICLE XII: BULLETIN BOARD:**

- Section 1 The City shall provide space for bulletin boards for the posting of notices of the City addressed to the Dover Municipal Employees Association and for notices of the Association addressed to its Members. The Association shall locate one bulletin board at the first level of City Hall and one at the first floor level of the Library placed in a prominent location.
- Section 2 Bulletin boards shall be neat in appearance.

**ARTICLE XIII: ANNUAL VACATIONS:**

- Section 1 Eligibility
- 1.1 Regular full-time members normally assigned to work a forty (40) hour week and all other regular employees on a pro-rata basis, shall be entitled to paid vacations from date of employment as follows:
- |   |   |  |
|---|---|--|
| Upon completion of one year<br>but less than 5 years: | - | 80 hours   |
| On 5th anniversary<br>but less than 10 years:         | - | 120 hours  |
| On 10th anniversary:                                  | - | 8 additional hours<br>for each yr. of<br>service |
- Starting July 1, 2015, no employee shall carry more than a maximum of 300 hours vacation time at any given time.
- 1.2 A newly hired member will not be permitted to schedule vacation during the probationary period and will not be eligible to any vacation accrual if employment is terminated during the probationary period.
- Section 2 Any vacation time to be taken in excess of ten (10) consecutive working days in any one (1) calendar year shall be taken at the discretion of the department head.
- Section 3 Upon separation of his/her employment with the City for any reason, the employee shall be compensated one-hundred (100%) percent of up to two hundred forty (240) hours (prorated for part-time members) of accrued vacation time. In the event of death, payment shall be made to the Member's beneficiary.
- Section 4 Members maintaining a minimum of eighty (80) hours of accrued vacation shall be eligible to receive cash payment(s) to "buy-down" a portion of such accruals in an amount not to exceed the value of one hundred and eighty (180) vacation hours per fiscal year. To receive an accrual "buy-down" payment(s), a member will be required to complete and submit an accrual buy-down election form during the annual Benefit Open Enrollment process, or through payroll. Payment for the eligible weekly "buy-down" shall be made to the member weekly during the corresponding benefit plan year.

Payment for the eligible lump sum “buy-down” shall be made to the member during the corresponding payroll week immediately following submittal of the election form. Any vacation buy-down payment made to a member shall be calculated based upon the member’s base hourly rate in effect the first full pay period immediately following July 1 of the corresponding benefit plan year with vacation accruals awarded at 100%. The minimum and maximum hour limitations and application time periods specified herein may be waived solely at the discretion of the City Manager upon written request by the member.

**ARTICLE XIV: EQUIPMENT:**

- Section 1 The City will purchase and provide industrial quality rain gear which shall be issued to each member when required by weather conditions. The issued rain gear will be returned to the department at the end of the shift.
- Section 2 Any maintenance employee may request work uniforms from the City. If so requested, the City will issue eleven (11) sets of cotton uniforms which shall be worn on duty.
- Section 3 The City shall provide employees with an allowance up to a maximum of \$300 per year for those employees required to wear protective footwear in accordance with IRS regulations. The employee shall present to the Department Head or his/her designee the footwear he/she believes to be worn beyond use and if the Department Head or his/her designee determines that it should be replaced, will authorize replacement. Replacement shall only be authorized for footwear approved for use by the City; such footwear being in accordance with the recommendation of the City’s insurance program. Approval for type and safety of footwear must be obtained prior to purchase. Replacement will be authorized through a purchase order agreement.

**ARTICLE XV: WORKERS’ COMPENSATION:**

- Section 1 All members who are out of work due to a job-connected injury shall receive Workers’ Compensation; the difference between the amount paid to the member through Workers’ Compensation and the member’s regular salary shall be paid to the member by the City for the first ninety (90) calendar day period of said job - connected injury provided such payment shall not be charged against the member’s accrued sick leave or vacation time. The first ninety (90) calendar day period shall commence upon the first day the employee is out of work due to the job-connected injury, but not including the day the injury occurred. At the end of the first ninety (90) day period of said job-connected injury, the member shall be paid the difference between Workers’ Compensation and the

member's regular salary through the application of said Workers' Compensation payments to the member's available sick or vacation leave and/or accrued grandfathered sick leave as provided in ARTICLE IX, Section 2.2, said weekly payments by the City not to exceed the member's regular rate of pay provided, after expiration of the first ninety (90) calendar day period of said job-connected injury, the Department Head may cause to be made a complete physical and/or mental examination of said member by a qualified medical provider, the cost of which is to be borne by the City, and if the report of said examination establishes the injury as one which permanently incapacitates said member, application by the employee shall immediately be made for retirement under the provisions of the New Hampshire Retirement Law. The date upon which payments under the New Hampshire Retirement Law commence, the City's obligation for payment of available sick leave and/or accrued vacation leave shall end, as set forth under this Section. It is further agreed that if it is determined immediately after the member is injured, by a qualified medical provider selected by the Department Head, a member will not be able to return to the member's regular duties at any future time, the City shall not be obligated to pay the difference between Workers' Compensation and the member's regular salary for the first ninety (90) calendar day period of said job-connected injury in compliance with this Section.

**ARTICLE XVI: INSURANCE:**

- Section 1 The City shall offer a comprehensive cafeteria benefits program for regular full-time members consisting of health, dental, and life insurance options. In addition, the City's benefits program will allow for Section 125 pre-tax flexible spending accounts, a 457 deferred compensation retirement savings program and may include other additional or supplemental insurance plans and benefit offerings.
- Section 2 A member may choose their own health plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. The City will pay for each regular full-time member hired into the department and represented in the bargaining unit as represented below, of the health insurance premium for single, two-person or family coverage of the plan chosen by the member. Regular part-time members may opt to participate and purchase at their own expense health insurance coverage under the City's cafeteria benefits program. A member will be required to supplement the City's health premium contribution with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).



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- Section 2.1. The City's Cafeteria Benefits Program Health Insurance coverage shall exclude previously available indemnity plan options (I.e. JW and Comp 100).
- Section 2.2. The City will pay 82% of the Blue Choice 3 Tier plan with \$20 copay and Rx \$10/\$20/\$45
- Section 2.3. The City will pay 95% of the Matthew Thornton Blue 2 Tier plan with \$15 copay and Rx \$10/\$20/\$45
- Section 2.4. The City will pay 100% of the Matthew Thornton Blue Site of Service plan premium and Rx \$10/\$20/\$45, with deductibles and copays to be paid by the employee.
- Section 3. The City will pay the monthly dental insurance premium for each regular full-time member up to an amount equal to the two-person, base coverage premium. A member may continue to choose their own dental plan from the offerings provided as part of the City's cafeteria plan during the City's annual open enrollment period. A member will be required to supplement the City allowance by paying for more expensive dental benefits with payroll deductions made on a pre-tax basis (subject to federal and State of NH regulations).
- Section 4. Each regular full-time member will be required to secure, at a minimum, a basic package of health and dental insurance for themselves. Members may avoid the minimum health & dental insurance coverage requirements and receive a cash payment in lieu of coverage provided they sign an attestation of other non-City group health and/or dental insurance coverage. The attestation is to be submitted during open enrollment. A copy of proof of insurance (card) is to be provided within one month of the other coverage plan year start. Regular full-time members having alternative non-City health and/or dental insurance coverage and electing to forgo the City insurance plans, may receive a cash payment in the following amounts:
- |             | Health Buyout:    | Dental Buyout: |
|-------------|-------------------|----------------|
| Single:     | \$5,685 per year  | \$188 per year |
| Two-Person: | \$11,370 per year | \$369 per year |
| Family:     | \$15,350 per year | \$369 per year |
- In the event that the City's avoided cost for insurance is less than the above amounts, these amounts will be reduced to the avoided cost to the City. In no event, shall the payment in lieu of receiving health or dental insurance coverage exceed the amounts shown above. To receive this payment, a member must complete a benefits selection and cash option election form during the annual open enrollment period. The cash payments shall be made in weekly installments during the corresponding benefit plan year. Payments to new members shall be prorated for the fiscal year

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based on when their coverage would have begun. Should employment with the City be terminated, a member shall receive a prorated payment as part of any severance amount.

If at any time the City and School departments should combine pools for health insurance, those employees participating in School or City insurance shall not be eligible to receive the buy-out to become effective upon the subsequent benefit year.

Section 5 Life Insurance: The City agrees to provide regular full-time and part-time members at no cost to the member term life insurance in the amount equal to the next even \$1,000 of his/her salary with double indemnity in a job-related accident.

Section 6 457 Matching Incentive Program and Retired Employee Health Insurance Coverage:  
Paid health insurance coverage for employees retired with a minimum of 20 years of service shall be grandfathered and will continue to be provided for those employees active on or before December 9, 1999 per the terms and conditions indicated below. All employees hired after December 9, 1999 shall not be eligible for this benefit but will have the option of participating in an employer sponsored 457 program allowing for a 50% matching City contribution capped at \$1,500/year per employee. Current employees eligible for the paid retiree health insurance coverage will be provided the option to forgo such future paid health coverage by electing to enroll in the employer sponsored 457 savings program and receiving a 50% matching City contribution capped at \$1,500/year per employee. In Pay Period 4 of each year the City agrees to pre-pay the members committed match amount for the fiscal year. The member must commit to the deduction amount during the annual open enrollment and fulfill that obligation. If the employee does not meet their obligation or employment is severed for any reason prior to meeting the obligation, the difference between the committed amount and their actual amount shall be deducted from their final check (at separation or end of fiscal year). Members hired after the start of the fiscal year shall be allowed to make an election to the 457 plan and the match shall be prorated, if applicable, and pre-paid to their 457 account. New hires shall be subject to the same obligation requirements noted above. If a member chooses to increase their contribution amount after their match has been prepaid, the increased contribution shall be allowed, but the match will not be adjusted for that fiscal year.

6.1 For those employees retaining the paid health insurance coverage for retirees benefit, the City shall pay the full monthly health insurance premium for a regular full-time retiree with twenty years continuous employment with the City. This retiree health benefit shall be at no cost to the

retiree and is limited to the City's group health insurance benefit plan available to active members of the bargaining unit. In the event no City group health insurance is available to the active members of the bargaining unit, the City's sole obligation is to tender to the retired member an amount equal to the premium paid by the City for such retired employee when coverage was available.

6.1.1 Following retirement, a member shall file for a reduction in coverage when a change in family/marital status occurs. In no event shall a retired member be permitted to opt for increased membership coverage.

6.1.2 The retired member shall coordinate this coverage with Medicare and any other federal/state retiree health insurance related programs that may be available to the retired member.

Section 7 The City shall undertake to defend, pay, and shall indemnify and save harmless any member from any claim, judgment, demand, or suit arising out of any act or omission to act of any member for personal injury, including death, or damage to property, while the member is engaged in the performance of his/her duties and employment on behalf of the City.

Section 8 Health insurance premium savings realized by the City from new or additional health plans having lower costs (other than those currently offered by the City) shall be shared equally with a member choosing the new or additional health plan. The savings to be shared with the member shall be calculated only for the year in which the plan offering becomes available for all members. Such amount shall be paid to the member as a lump-sum on a one-time basis during January of the initial plan year.

Section 9 The City and the Association agree to further study and consider the implementation of alternative insurance offerings including the introduction of a lump-sum cafeteria benefit program.

**ARTICLE XVII: LONGEVITY:**

Section 1 An annual longevity bonus shall be paid to each member for completion of each year of continuous service with the City according to the following non-cumulative schedule (payments for regular part-time members shall be pro-rated):

a) five (5) years up to ten (10) years	\$400
b) ten (10) years up to fifteen (15) years	\$800
c) fifteen (15) years up to twenty (20) years	\$1,200
d) twenty (20) years up to twenty five (25) years	\$1,600
e) twenty five (25) years or more	\$2,000

- Section 2 Longevity payments for all members shall be calculated and paid annually on the first full pay period in December of each year. However, longevity bonus payments shall be pro-rated and paid upon a member's regular service or disability retirement.

**ARTICLE XVIII: DISCIPLINARY PROCEDURES:**

- Section 1 All disciplinary action shall be handled in a fair manner and shall be consistent with the infractions for which the disciplinary action is being taken.
- Section 2 All suspensions and discharges must be stated in writing and the reasons stated, and a copy shall be given to the member and the Association at the time of suspension or discharge.
- Section 3 Disciplinary actions will normally be taken in the following order:  
a) A documented Verbal Warning or supervisor counseling  
b) Written Warning  
c) Suspension Without Pay  
d) Discharge  
Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.
- Section 4 No member shall be penalized, disciplined, suspended, or discharged without just cause.
- Section 5 The personnel record of any member will be cleared of written reprimands after a period of one (1) year from the date of the reprimand, provided that there are no similar infractions committed during the intervening period.
- Section 6 A member's personnel record will be cleared of suspension notices after a period of three (3) years from the date of reprimand, provided that there are no similar infractions committed during the intervening period.

**ARTICLE XIX: PROFESSIONAL DUES AND MEMBERSHIP:**

- Section 1 The City shall pay all professional dues, memberships, and/or licensing fees of all members to the extent that said dues, memberships, and/or licensing fees are required for employment with the City. The City shall continue to pay all dues, memberships and/or licensing fees that it is currently paying on the date of this Agreement.

**ARTICLE XX: EDUCATIONAL INCENTIVE REIMBURSEMENT:**

- Section 1 The following educational incentive reimbursement policy will apply to all members.
- Section 2 The City agrees, subject to availability of funds, to provide reimbursement to members who complete approved staff development through college courses, seminars or workshops

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- relating to their current employment or as part of an approved career development program based upon the following standards.
- Section 3 The City shall pay one hundred (100%) percent of the costs of such courses, not to exceed one thousand dollars (\$1,000) per member, per fiscal year.
- Section 4 Courses must be approved in advance by the respective department head as meeting the requirement that the course is related to the member's job and/or is part of a career development program.
- Section 5 Once a course has been approved as meeting the requirements set forth above, an advance will be made to the member of one-half ( ½ ) the cost of tuition and books, not to exceed five hundred (\$500) dollars. The final balance of up to five hundred (\$500) dollars shall be paid only upon the presentation by the member of a completed course grade of a "C" or greater. Courses graded on a "Pass" or "Fail" system shall be paid upon the presentation of a final "Pass" grade.
- Section 6 Approval for courses will be considered on the basis of relevancy of the course.

**ARTICLE XXI: GRIEVANCE:**

- Section 1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement with respect to one or more members covered by the collective bargaining agreement.
- Section 2 Step 1. A member having a grievance is encouraged to discuss the matter informally with the member's immediate supervisor and/or superintendent/division head in an attempt to resolve the matter.
- Section 3 Step 2. If the aggrieved member or the bargaining unit is not satisfied with the informal discussion and resolution of the department head and desires to proceed with the grievance, a grievance shall be made, in writing, to the department head stating those specific sections of the contract which have been violated, the specific grievance and the remedy desired. Filing of the grievance with the department head, in any case, shall be done within fifteen (15) calendar days from the date the member could reasonably have been first made aware of the event or should have reasonably known of the event. The department head shall render a decision within fifteen (15) calendar days of receiving the written grievance. The department head or member may require that a grievance hearing be conducted prior to the issuance of a decision.
- Section 4 Step 3. If the aggrieved member or the bargaining unit is not satisfied with the decision of the department head and desires to proceed with the grievance, an appeal shall be made, in writing, to

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- the City Manager stating those specific sections of the contract which have been violated and the basis of the appeal of the department head's decision. Filing of the appeal with the City Manager shall be done within fifteen (15) calendar days of receipt of the written decision from the department head. The City Manager or a designated representative shall conduct a grievance hearing and shall render a decision within fifteen (15) calendar days from receipt of the written appeal.
- Section 5 Step 4. If the bargaining unit is not satisfied with the decision of the City Manager or the designated representative, the bargaining unit may submit, in writing, a request to the American Arbitration Association to submit the names of prospective arbitrators to the parties. The parties shall then select an arbitrator under the Association's rules and request the Association to appoint the arbitrator to resolve the grievance. If the bargaining unit fails to submit a written request for the appointment of an arbitrator within twenty (20) calendar days of the City Manager or the designated representative's decision, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- Section 6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- Section 7 The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expense of witnesses who are not City employees who are called by them. In settlement decisions, where a clear losing party is not identifiable, the arbitrator may apportion expenses in a non-punitive manner as part of the arbitration ruling.
- Section 8 The time limits required in the grievance procedure may be extended or by-passed by mutual agreement of the parties.
- Section 9 If the City does not answer a grievance or an appeal in writing within the time periods provided above, the grievance or appeal shall be considered resolved in the Member's favor.

**ARTICLE XXII: TERMINATION:**

- Section 1 This Agreement shall commence and shall be effective as of July 1, 2017 unless otherwise qualified within this Agreement through June 30, 2020. This Agreement shall continue to govern the working relations between the City and the Association until such time as a new Agreement is ratified by both parties.
- Section 2 Should any ARTICLE, Section, or portion thereof of this Agreement be in violation of any state law or municipal ordinance, or be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific ARTICLE, Section, or portion thereof directly specified in

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the decision, and upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated ARTICLE, Section, or portion thereof.

Section 3 In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City with regard to wages, hours of work, and working conditions, it is agreed that this Agreement shall govern the relationship between the parties and shall supersede such other existing policies and procedures referred to.

**ARTICLE XXIII: MANAGEMENT RIGHTS:**

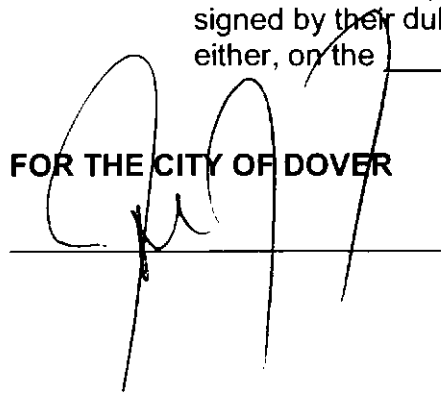
Section 1 All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management in accordance with the provisions of RSA 273:A:1:XI.

**ARTICLE XXIV: ENTIRE AGREEMENT:**

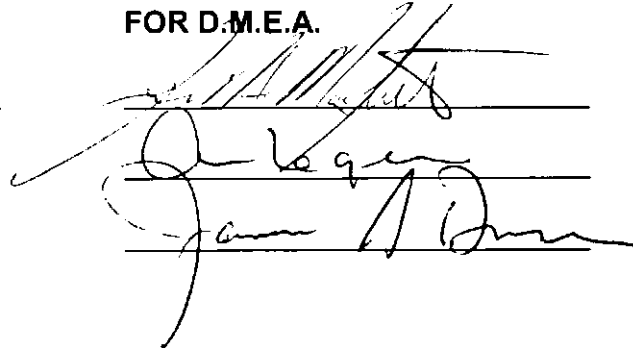
Section 1 This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers and representatives or either, on the \_\_\_\_\_ day of \_\_\_\_\_.

FOR THE CITY OF DOVER



FOR D.M.E.A.



Signature Date: 4/17/18

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**Appendix A**

<b>Position</b>	<b>DMEA Grade</b>
Library Page	7
Custodian	9
Account Clerk I	11
Assistant City Clerk	11
Clerk Typist II	11
Library Assistant I	11
Account Clerk II	13
Building Maintenance Mechanic	13
Secretary I/Intake Worker	13
Secretary I	13
Bookkeeper	14
Secretary II	14
Cemetery Admin Clerk	14
Data Collection Tech	15
Deputy City Clerk	15
Deputy Tax Collector	15
Office Manager	15
Payroll/Benefits Administrator	15
Librarian I	17
Junior Accountant	18
Counselor - Youth Resource	18
Counselor - Drug & Alcohol Abuse	20
Assistant Human Services Director	21
Building Inspector	22
Electrical Inspector	22
Fire/Health Inspector	22
Fire/Life Safety Inspector	22
Librarian II	22
Plumbing Inspector	22
Assistant Assessor	23
Asst Library Director	26
Purchasing Agent	26
Tax Collector	26
Cdbg Coordinator	27
Planner	27
Building Official	28
Senior Accountant	28



Collective Bargaining Agreement  
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**Appendix B**

<b>FY18</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
<b>Grade 1</b>	\$8.15	\$8.37	\$8.60	\$8.83	\$9.31	\$9.56	\$9.84	\$10.10	\$10.36	\$10.94	\$11.24	\$11.55
<b>Grade 2</b>	\$8.56	\$8.79	\$9.03	\$9.27	\$9.78	\$10.05	\$10.32	\$10.60	\$10.89	\$11.49	\$11.79	\$12.12
<b>Grade 3</b>	\$8.99	\$9.23	\$9.48	\$9.73	\$10.27	\$10.56	\$10.84	\$11.13	\$11.43	\$12.07	\$12.39	\$12.74
<b>Grade 4</b>	\$9.44	\$9.68	\$9.95	\$10.22	\$10.78	\$11.07	\$11.38	\$11.68	\$12.00	\$12.67	\$13.01	\$13.35
<b>Grade 5</b>	\$9.91	\$10.17	\$10.45	\$10.73	\$11.33	\$11.63	\$11.95	\$12.28	\$12.60	\$13.29	\$13.65	\$14.03
<b>Grade 6</b>	\$10.40	\$10.69	\$10.98	\$11.28	\$11.90	\$12.21	\$12.55	\$12.88	\$13.24	\$13.98	\$14.34	\$14.74
<b>Grade 7</b>	\$10.92	\$11.22	\$11.52	\$11.82	\$12.48	\$12.82	\$13.17	\$13.53	\$13.90	\$14.65	\$15.04	\$15.46
<b>Grade 8</b>	\$11.47	\$11.77	\$12.09	\$12.42	\$13.12	\$13.47	\$13.82	\$14.21	\$14.60	\$15.40	\$15.81	\$16.24
<b>Grade 9</b>	\$12.04	\$12.37	\$12.71	\$13.05	\$13.76	\$14.14	\$14.52	\$14.92	\$15.33	\$16.17	\$16.61	\$17.06
<b>Grade 10</b>	\$12.65	\$12.97	\$13.33	\$13.69	\$14.44	\$14.85	\$15.26	\$15.66	\$16.09	\$16.97	\$17.43	\$17.90
<b>Grade 11</b>	\$13.28	\$13.64	\$14.02	\$14.39	\$15.17	\$15.59	\$16.03	\$16.45	\$16.90	\$17.82	\$18.30	\$18.80
<b>Grade 12</b>	\$13.95	\$14.31	\$14.70	\$15.09	\$15.94	\$16.36	\$16.81	\$17.26	\$17.74	\$18.72	\$19.22	\$19.73
<b>Grade 13</b>	\$14.63	\$15.03	\$15.44	\$15.85	\$16.73	\$17.18	\$17.64	\$18.15	\$18.64	\$19.65	\$20.17	\$20.74
<b>Grade 14</b>	\$15.38	\$15.79	\$16.21	\$16.65	\$17.57	\$18.04	\$18.54	\$19.04	\$19.55	\$20.62	\$21.19	\$21.75
<b>Grade 15</b>	\$16.15	\$16.57	\$17.03	\$17.49	\$18.44	\$18.95	\$19.47	\$20.00	\$20.52	\$21.66	\$22.24	\$22.85
<b>Grade 16</b>	\$16.95	\$17.42	\$17.88	\$18.36	\$19.38	\$19.90	\$20.44	\$20.98	\$21.57	\$22.75	\$23.37	\$24.00
<b>Grade 17</b>	\$17.79	\$18.27	\$18.77	\$19.27	\$20.35	\$20.89	\$21.47	\$22.05	\$22.63	\$23.88	\$24.54	\$25.20
<b>Grade 18</b>	\$18.69	\$19.18	\$19.70	\$20.24	\$21.35	\$21.93	\$22.53	\$23.13	\$23.77	\$25.06	\$25.74	\$26.45
<b>Grade 19</b>	\$19.62	\$20.14	\$20.71	\$21.25	\$22.42	\$23.03	\$23.65	\$24.29	\$24.96	\$26.32	\$27.03	\$27.77
<b>Grade 20</b>	\$20.58	\$21.16	\$21.72	\$22.31	\$23.54	\$24.18	\$24.84	\$25.51	\$26.21	\$27.65	\$28.40	\$29.16
<b>Grade 21</b>	\$21.63	\$22.21	\$22.81	\$23.43	\$24.73	\$25.40	\$26.09	\$26.79	\$27.52	\$29.03	\$29.82	\$30.64
<b>Grade 22</b>	\$22.72	\$23.33	\$23.95	\$24.60	\$25.95	\$26.67	\$27.38	\$28.14	\$28.89	\$30.47	\$31.30	\$32.16
<b>Grade 23</b>	\$23.84	\$24.49	\$25.15	\$25.84	\$27.24	\$27.99	\$28.75	\$29.54	\$30.34	\$32.00	\$32.88	\$33.76
<b>Grade 24</b>	\$25.04	\$25.72	\$26.41	\$27.13	\$28.62	\$29.39	\$30.20	\$31.02	\$31.86	\$33.61	\$34.51	\$35.45
<b>Grade 25</b>	\$26.29	\$27.00	\$27.73	\$28.48	\$30.03	\$30.86	\$31.70	\$32.55	\$33.43	\$35.28	\$36.24	\$37.22
<b>Grade 26</b>	\$27.59	\$28.33	\$29.11	\$29.90	\$31.55	\$32.41	\$33.28	\$34.18	\$35.11	\$37.04	\$38.04	\$39.09
<b>Grade 27</b>	\$28.98	\$29.77	\$30.56	\$31.40	\$33.13	\$34.03	\$34.95	\$35.89	\$36.87	\$38.88	\$39.96	\$41.04
<b>Grade 28</b>	\$30.42	\$31.24	\$32.09	\$32.97	\$34.79	\$35.73	\$36.69	\$37.69	\$38.71	\$40.84	\$41.95	\$43.10
<b>Grade 29</b>	\$31.95	\$32.81	\$33.71	\$34.62	\$36.53	\$37.50	\$38.53	\$39.57	\$40.65	\$42.89	\$44.05	\$45.26
<b>Grade 30</b>	\$33.57	\$34.46	\$35.40	\$36.35	\$38.36	\$39.40	\$40.47	\$41.56	\$42.69	\$45.04	\$46.24	\$47.51
<b>Grade 31</b>	\$35.23	\$36.18	\$37.17	\$38.16	\$40.27	\$41.36	\$42.49	\$43.63	\$44.82	\$47.29	\$48.58	\$49.89
<b>Grade 32</b>	\$37.00	\$37.99	\$39.04	\$40.07	\$42.30	\$43.43	\$44.61	\$45.82	\$47.07	\$49.64	\$51.00	\$52.38
<b>Grade 33</b>	\$38.83	\$39.90	\$40.97	\$42.09	\$44.40	\$45.61	\$46.85	\$48.11	\$49.42	\$52.12	\$53.55	\$55.00
<b>Grade 34</b>	\$40.78	\$41.89	\$43.03	\$44.19	\$46.61	\$47.89	\$49.18	\$50.51	\$51.90	\$54.75	\$56.23	\$57.75
<b>Grade 35</b>	\$42.82	\$43.98	\$45.18	\$46.41	\$48.96	\$50.27	\$51.64	\$53.03	\$54.49	\$57.48	\$59.03	\$60.65
<b>Grade 36</b>	\$44.95	\$46.17	\$47.43	\$48.72	\$51.38	\$52.79	\$54.22	\$55.70	\$57.20	\$60.34	\$61.98	\$63.67
<b>Grade 37</b>	\$47.21	\$48.50	\$49.81	\$51.16	\$53.97	\$55.43	\$56.95	\$58.48	\$60.07	\$63.37	\$65.09	\$66.87
<b>Grade 38</b>	\$49.56	\$50.90	\$52.30	\$53.71	\$56.67	\$58.20	\$59.78	\$61.41	\$63.07	\$66.54	\$68.34	\$70.21
<b>Grade 39</b>	\$52.05	\$53.45	\$54.91	\$56.40	\$59.51	\$61.11	\$62.77	\$64.47	\$66.22	\$69.86	\$71.75	\$73.71
<b>Grade 40</b>	\$54.65	\$56.14	\$57.65	\$59.23	\$62.47	\$64.16	\$65.91	\$67.70	\$69.53	\$73.34	\$75.35	\$77.38

## **Appendix C**

Personal Sickness and Accident Disability provision from the July 1, 2014 – June 30, 2017 Collective Bargaining Agreement:

Personal Sickness and Accident Disability:

3.1 Eligibility

- 3.1.1 A regular full-time employee will be eligible for Personal Sickness and Accident Disability benefits beginning with the sixth regularly scheduled workday of absence upon presentation of a physician's certificate based on the following schedule:
- |                               |                 |
|-------------------------------|-----------------|
| 6 months but less than 2 yrs: | 6 wks full pay  |
| 2 yrs but less than 5 yrs:    | 12 wks full pay |
| 5 yrs but less than 10 yrs:   | 20 wks full pay |
| 10 yrs but less than 15 yrs:  | 36 wks full pay |
| 15 yrs but less than 20 yrs:  | 48 wks full pay |
| 20 yrs +:                     | 52 wks full pay |
- 3.1.2 An employee having grandfathered sick leave under the provisions of ARTICLE XI, Section 3, Grandfathered Personal Sickness or Injury Leave, may utilize such accruals to supplement the provisions of 4.1.1 in the event the term of a disability exceeds the employee's eligibility schedule provided in 4.1.1.
- 3.1.3 In order to maintain paid Personal Sickness and Accident Disability Leave, employees shall provide ongoing evidence that they are under the ongoing care of a physician. Should the employee's health provider or a health provider selected by the City determine that the employee is permanently unable to return to the former position, with or without accommodation; the employee will no longer be eligible for this benefit. This revision shall be subject to Section 4.2, Second and Third Medical Opinions. Employees may be required to be examined by a health care provider of the City's choosing with any out of pocket expenses not covered by the employees insurance to be paid by the City. Reinstatement from a disability absence will require a physician's certificate verifying the employee's fitness for work.

- 3.2 Second and Third Medical Opinions
  - 3.2.1 The City may, at its expense and discretion and as a condition for continued coverage or reinstatement, schedule an employee absent under this Article to see a second physician of the City's choosing if it has reason for concern relative to either the employee's treatment program or expected recovery period.
  - 3.2.2 In the event that there is a difference of opinion between the employee's treating physician and the City's second opinion physician, the City may at its expense and discretion and as a condition for continued coverage or reinstatement, schedule the employee for a third medical opinion with a physician mutually agreed upon by the treating and second opinion physicians to resolve any discrepancy between treating and second opinion physicians.
  - 3.2.3 The City will rely on the above process in determining eligibility for continued coverage or reinstatement.
  - 3.2.4 An employee who refuses to provide evidence of ongoing treatment, and/or refuses to submit to second and third medical opinion diagnosis and/or to modify the treatment program as determined appropriate through second/third medical opinion process shall be considered as resigned.
  - 3.2.5 If, after receiving benefits for a medically certified disability absence, an employee returns to work for less than two weeks and becomes disabled again for the same or another disability, benefits will resume on the first day of absence. If an employee returns to work for two, but less than 12 weeks, benefits will not start again until the sixth regularly schedule workday. In either case, the duration of benefits paid during the previous absence is counted in determining the amount and duration of benefits regardless of whether the absences are due to the same or a different cause.
  - 3.2.6 After 12 weeks back at work an employee will again be eligible for the full benefit payment schedule as provided for in 4.1.1 above.
  - 3.2.7 An employee who is eligible in accordance with the provisions applicable to his/her NHRS group may retire should he/she continue to be disabled following expiration of benefits provided he/she, if grandfathered under the provisions of ARTICLE XI, Section C Sickness, has first exhausted all accruals.

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3.3 Partial Disability

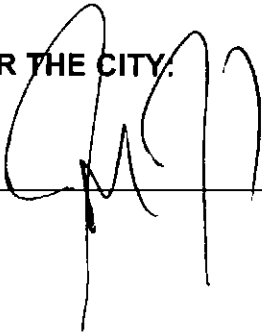
3.3.1 In the event an employee is determined fit to return to work on a part-time basis, benefits for the difference between the part-time and full-time hours will be paid in accordance with the schedule provided in 4.1.1 above. In no case shall the application of full and/or partial benefits extend beyond the benefit schedule provided.

**MEMORANDUM OF AGREEMENT**  
**THE CITY OF DOVER, NH – and – DMEA**

The City of Dover, NH and the Dover Municipal Employees Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

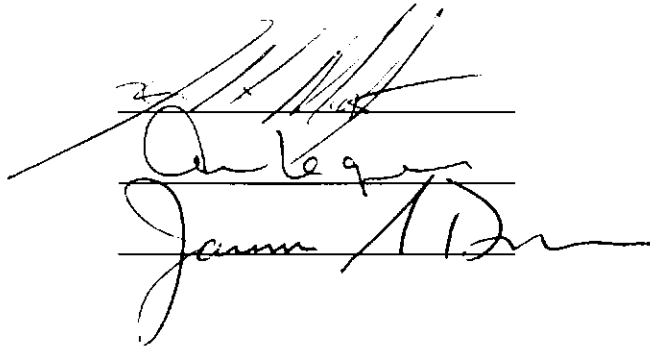
During the term of this Agreement (July 1, 2017 through June 30, 2020) should any City bargaining unit in recognition of the increased employee health insurance premium cost share negotiate a wage schedule adjustment beyond the COLA wage adjustment provided in ARTICLE VI: WAGE SCHEDULE & RATE ADJUSTMENTS, SECTION 1 or a lesser employee health insurance premium cost share provided in ARTICLE XVI INSURANCE SECTION 2 or a longer duration provided in ARTICLE XXIV ENTIRE AGREEMENT, negotiations on such issue shall be reopened with the intent being that a similar adjustment(s) shall be granted to the membership of the Dover Municipal Employees Association.

FOR THE CITY:



A handwritten signature in black ink, appearing to be initials or a stylized name, written over a horizontal line.

FOR DMEA:



Two handwritten signatures in black ink, written over two horizontal lines. The top signature is more stylized, and the bottom signature appears to be a full name.

Signature Date: 4/17/18

**MEMORANDUM OF AGREEMENT**  
**THE CITY OF DOVER, NH – and – DMEA**

The City of Dover, NH and the Dover Municipal Employees Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

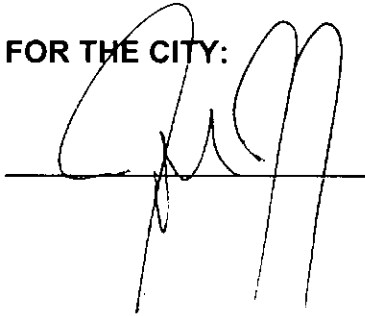
Health Insurance Reopener

- A. For health insurance benefits effective July 1, 2017 through June 30, 2020, and in the event that the health insurance benefit plan previously offered under this Agreement becomes subject to the excise tax on high cost health plans (Cadillac Tax) under the Affordable Care Act or any equivalent Act enacted by the current Administration, the City shall provide the Union with notice within seven (7) days of the employer receiving GMR rates and becoming aware that the plan may be subject to such a tax based on projected plan cost exceeding the applicable dollar limit established pursuant to 26 USC § 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier and/or plan actuary certifying that costs for the ensuing plan year will likely exceed the applicable limit. The employer shall promptly provide the union with information relevant and necessary to verifying anticipated plan cost.
- B. Within thirty (30) days of the notice described in subsection A above, the City shall provide the Union with proposed plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, inpatient deductibles, changes in prescription drug coverage etc.) accompanied by a statement of the anticipated cost reduction to the plan associated with the proposed change(s). The Employer shall obtain estimated plan cost reductions for such other reasonable plan design changes requested by the Union. The Union shall select from the plan design options that will reduce prospective plan costs below the applicable ACA (or successor Act) thresholds necessary to avoid Cadillac Tax treatment. In the event that the Union fails or refuses to select plan design changes on or before seven (7) days prior to the City having to commit to plan changes with carrier and arrange for open enrollment notifications to be provided for coverage to commence July 1st, the City may implement plan design changes of its choosing that will reduce prospective plan costs below the applicable dollar limits for the applicable budget years. Notwithstanding the foregoing, any changes offered by the City shall serve the sole purpose of avoiding the Cadillac Tax while making the least possible changes in the previously negotiated health insurance benefit.

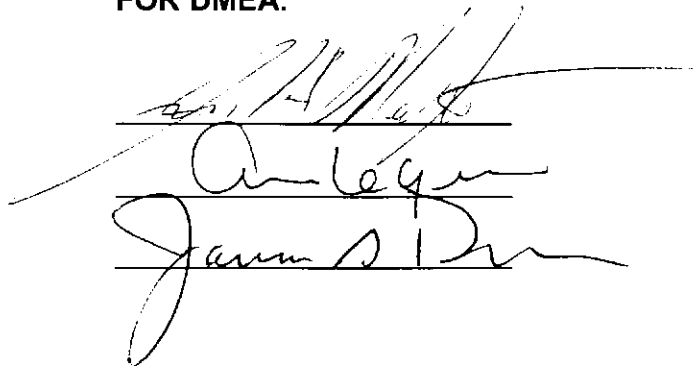
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- C. The cost savings resulting from plan design changes shall be used to reduce the employees share of the premium contribution. Subsequent to the applicable budget years , the employee shall continue to receive a reduced share of the premium contribution until such time as the contribution arrangement, as specified in Article XVI, Insurance, is met or a new contract is ratified by both parties.

FOR THE CITY:

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a smaller 'A' and a vertical line, all written over a horizontal line.

FOR DMEA:

Three handwritten signatures in black ink, each written over a horizontal line. The top signature is a large, stylized 'M' with a horizontal line through it. The middle signature is a cursive 'A' followed by a vertical line. The bottom signature is a cursive 'J' followed by a vertical line.

Signature Date: 4/17/18

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF DOVER, NH – and – DMEA**

The City of Dover, NH and Dover Municipal Employees Association having agreed to terms and conditions for a Collective Bargaining Agreement covering the period July 1, 2017 through June 30, 2020 are further agreed that:

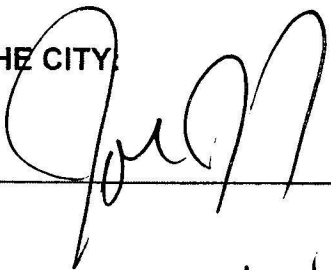
The City of Dover, NH (hereinafter referred to as the "City") and the Dover Municipal Employees Association (hereinafter referred to as the "Union") have mutually agreed to extend the current Collective Bargaining Agreement, set to expire June 30, 2020, for an additional year, with a new expiration of June 30, 2021.

Except for any necessary date changes to reflect the new contract year, the parties agree, for the period from July 1, 2020 through June 30, 2021, the CBA, along with all side letters and memoranda, shall be extended and all terms and conditions of employment contained in the CBA, except a cost of living adjustment, shall remain in full force and effect.

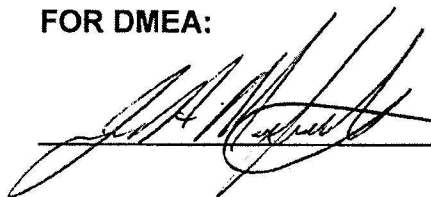
The Union understands and is sympathetic to the current financial difficulties and decisions that need to be made during the next fiscal year and as part of this contract extension has offered to forego a COLA increase for fiscal year 2021 (July 1, 2020 through June 30, 2021). This Memorandum of Agreement includes an extension of the June 30, 2020 dates under Article VI, Sections 2.1.1 and 2.3 and all Memorandum of Agreement/Understanding currently included as part of the contract, to be June 30, 2021.

In recognition of the offer above, the City has agreed to no layoffs during the period of July 1, 2020 through June 30, 2021.

FOR THE CITY:

  
\_\_\_\_\_

FOR DMEA:

 5/28/20  
\_\_\_\_\_

Signature Date: \_\_\_\_\_

  
\_\_\_\_\_