Warrant Article "M"
Multi-Year Contract with Hudson Highway Union

Warrant Article "M" proposes a four (4) year contract for the members of the Hudson Highway Union.

This Union covers 24 employees. Employees in this Union include Truck Driver/Laborers, Equipment Operators, Traffic Technician, Operations Assistant, Mechanic, and Foremen.

This contract provides for a 0.0% cost of living adjustment in Years 1, 2, 3 and 4. An additional step has been added to the Step Schedule (Step 7). Employees would receive this step on their tenth anniversary of employment with the Town. Eligible employees would also receive the appropriate step increases during the life of the contract on their anniversary date.

This agreement changes the base insurance plan from the Blue Cross/Blue Shield JY plan to the Blue Cross/Blue Shield Comp 100 plan, sets the Town/employee cost share at 80/20 and sets a fixed amount for the insurance opt out payment (also known as flex payments) for current employees and reduces the amount for future employees. This agreement will yield savings in future year's budgets. This contract would run from July 1, 2013 to June 30, 2017.

This warrant article would add $0.00 to the tax rate in 2014, $0.02 to the tax rate in 2015, $0.00 to the tax rate in 2016 and $0.00 to the tax rate in 2017.

The Board of Selectmen has recommended this contract 5-0.

WARRANT ARTICLE M

Ratification of Multi-Year Contract negotiated between the Town of Hudson Board of Selectmen and the Hudson Highway Union, AFSCME Local 1801, for Wage & Benefit Increases.

Shall the Town of Hudson vote to approve the cost items included in the collective bargaining agreement reached between the Town of Hudson Board of Selectmen and the Hudson Highway Union, AFSCME 1801, which calls for the following increase in salaries and benefits:

Year	Amount
7/1/13 – 6/30/14	$0
7/1/14 – 6/30/15	$51,525
7/1/15 – 6/30/16	$4,958
7/1/16 – 6/30/17	$5,254

and further to raise and appropriate the sum of $51,525 for the 2014-2015 Fiscal Year, said sum representing the additional costs attributable to the increase in salaries and benefits over those paid in the prior Fiscal Year? (This appropriation is in addition to Article A, the Operating Budget.) (Recommended by the Board of Selectmen 5-0) (Recommended/Not Recommended by the Budget Committee)

Town of Hudson
Proposed Highway Union Contract - Town Proposal
Fiscal Year 2014 to Fiscal Year 2017

	FY 2014	FY2015	FY2016	FY2017	Total
COLA	$0	$0	$0	$0	$0
Steps	$0	$35,892	$4,187	$4,437	$44,516
Insurance	$0	$9,021	$0	$0	$9,021
FICA	$0	$2,746	$320	$339	$3,405
Pension	$0	$3,866	$451	$478	$4,795
Total	$0	$51,525	$4,958	$5,254	$61,737
Tax Rate Impact	$0.00	$0.02	$0.00	$0.00	$0.02
COLA %	0.0%	0.0%	0.0%	0.0%	

TENTATIVE AGREEMENT BETWEEN

THE TOWN OF HUDSON, NEW HAMPSHIRE

AND

HUDSON HIGHWAY DEPARTMENT

LOCAL #1801 OF THE AMERICAN FEDERATION

OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

(AFSCME)

Term of Collective Bargaining Agreement

~~July 1, 2010 – June 30, 2013~~
July 1, 2013 June 30, 2017

Revise Article XII – Discipline and Termination for Cause, Section 5

5. Employees who are absent from work for more than ~~five (5)~~ ***forty (40) consecutive working*** ~~days~~ ***hours*** and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

Revise Article XIV - Hours of Work and Overtime, Section 6.

6. Employees may be required to work long hours as a result of snow or other emergencies. Employees shall be paid double time for all work performed in excess of 16 consecutive hours ***and for hours worked on Thanksgiving Day and/or Christmas Day.***

Revise Article XV – Seniority, Section 4.

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

Revise XVIII – Salaries

ADD: One step at ten year level 3.5% above previous top step (see Appendix A)

1. ~~Effective July 1, 2010 the wage schedule shall be adjusted by zero percent (0%), July 1, 2011 the wage schedule shall be adjusted by two percent (2%) and July 1, 2012, the wage schedule shall be adjusted by three percent (3%) and will be as provided in Appendix A.~~

   Effective July 1, 2013 the wage schedule shall be adjusted by zero percent (0%), July 1, 2014 the wage schedule shall be adjusted by zero percent (0%), July 1, 2015 the wage scale shall be adjusted by zero percent (0%), and July 1, 2016, the wage schedule shall be adjusted by zero percent (0%) and will be as provided in Appendix A.

   Employees shall be granted movement from the minimum rate to step 1 ~~at six months of employment~~ ***upon successful completion of probation***; thereafter eligible employees will be granted step increases annually on their anniversary date as provided in Appendix A.

2. A change in job and thus employment in a higher classification in the wage schedule (i.e., the new classification is assigned to pay grade V as compared to IV) is considered a promotion and as such would result in ***the employee moving to the same step they are currently on, at the new classification.*** ~~a five percent (5%) wage increase for the promoted employee. Promotion of two (2) pay grades (i.e. from IV to VI) would result in a ten percent (10%) increase, however, promotion of greater than two (2) pay grades would not exceed the ten percent (10%) promotional amount.~~

Revise Article XXI - Holidays, Section 1 (a)

a. Holiday compensation shall be based on ~~an eight (8) hour day~~ ***an employee's regularly scheduled shift***. ~~If the employee elects to make up the additional two (2) hours to complete a ten (10) hours payday, the employee may use one of the following options:~~

   1. ~~Work the additional hours on an alternate day within the same pay period week.~~

   2. ~~Use earned time if available.~~

   ~~3. Other options as agreed upon by the parties.~~

Revise Article XXIV - Hospital/Health Insurance Coverage

~~1. The Town will continue to make available Blue Cross/Blue Shield Coverage Plan SP-JY $250,000 - New Hampshire without charge to employees and at 50% (fifty percent) premium rates for families.~~

~~2. The Town will also make available Health Maintenance Organizations (Matthew Thornton Health Plan, Inc. and CIGNA). The contribution by the Town to such plans shall be equal to the current maximum dollar payment being provided for such plans.~~

~~3. All unit members will be provided the Dental insurance benefit as made available to the Town employees.~~

~~4. The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of two members from each bargaining unit as well as two members from the exempt staff. The Joint Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to re-open the collective bargaining agreement mid-term.~~

Health Insurance: The Town pays eighty (80%) of the premium cost for employees enrolled in BC/BS 100, BC/BS 300, Matthew Thornton (an HMO) through HealthTrust or other plans that provide comparable coverage as recommended by the joint Labor/Management committee.

Employees who are eligible to participate in the Town's health insurance and dental insurance programs, but who opt not to participate, are eligible to receive payments in lieu of this coverage. In order to be eligible for payments in lieu of coverage, an employee must provide the Town with proof of coverage under another health insurance plan. Employees do not need to provide proof of coverage under another dental insurance plan.

Employees hired prior to July 1, 2014 shall receive pay in lieu of health insurance coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $129.20
2 person- $193.80
Family- $239.02

Employees hired on July 1, 2014 or thereafter shall receive pay in lieu of health insurance coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $50
2 person / family- $100

Employees hired prior to July 1, 2014 shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $5.12
2 person- $9.92
Family- $18.04

Employees hired on July 1, 2014 or thereafter shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $5.12
2 person / family- $9.92

Employees who are in no pay status will not receive any further pay in lieu of health or dental coverage unless and until they return to paid status. Employees who are terminated, who resign or who retire prior to being paid the full amount of pay in lieu of coverage pay shall not receive the balance of the payment. Employees who change their health insurance coverage mid-year shall have their opt out payment pro-rated or discontinued in accordance with their new coverage selection.

Employees hired prior to July 1, 2014:
- that receive a flex payment for opt down, will continue to receive a flex payment equal to that which they receive as of June 30, 2014.
- that are eligible to receive a flex payment for health insurance, will receive a flex payment as agreed upon in the CBA.
- that are eligible to receive a flex payment for dental insurance, will receive a flex payment as agreed upon in the CBA.
-employees who are or become of single status will receive health insurance at no charge.

The maximum annual flex payments referred to in this section are available to any full time active employee who remains employed by the Town and eligible for Health and Dental coverage by virtue of their employment status with the Town, for the entire plan year. Employees who lose eligibility for these benefits as a result of a change in their employment status with the Town will no longer receive these payments.

The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of two members from each bargaining unit, ~~as well as~~ two members from the exempt staff ***as well as the Town Administrator and Finance Director. Members of the committee will be permitted to attend meetings while on paid status***. The Joint Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to re-open the collective bargaining agreement mid-term.

Revise Article XXVII - Bereavement Leave

~~a. Bereavement leave of three (3) working days with pay shall be granted to all permanent bargaining unit employees in the event of the death of his/her:~~

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

~~A blood relative or ward residing in the same household.~~

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

~~Aunt~~	~~Uncle~~
~~Grandmother~~	~~Grandfather~~
~~Grandchild~~	~~"First" Cousin~~
~~Sister-in-law~~	
~~Brother-in-law~~	

~~c. Bereavement compensation shall be based on Employee's regularly scheduled shift.~~

1. All employees, with appointments of fifty percent (50%) or greater shall be granted bereavement leave of up to three (3) days per occurrence, with pay, due to the death of an immediate family member. With the approval of the Town Administrator, an additional two (2) days of bereavement leave may be granted in the event of hardship due to excessive travel related to bereavement for immediate family. Such leave shall be requested of the department head or his/her designee. (Employees with less than a 100% appointment will receive a pro-rata benefit based upon their average number of hours in a day.)

2. Immediate family for the purpose of this Article shall be defined as:

Spouse	***(Step) Sister***	***Father-in-law***	***Son-in-law***
(Step) Father	***(Step) Brother***	***Mother-in-law***	***(Step) Mother***
(Step) Child	***Daughter-in-law***	***Grandchild***	

Or blood relative, or ward residing in the same household

3. Earned time off, including vacation, personal days or previously accumulated Earned Time may be used to cover other absences due to bereavement.
4. Special leave of one (1) working day with pay for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her:

Grandfather	***Grandmother***	***Aunt***	***Uncle***
Sister-in-law	***Brother-in-law***	***"First" Cousin***	

Bereavement compensation shall be based on Employee's regularly scheduled shift.

Revise Artice XXXVI - Duration of Agreement

This Agreement shall be in full force and effect from July 1, ~~2010~~ ***2013*** through June 30, ~~2013~~ ***2017.*** By mutual agreement, the parties may extend the terms thereof, with or without modification as may be agreed. Either party shall give written notice thereof at least one hundred and twenty (120) days prior to the Budget Submission Date in the year following expiration.

Revise Appendices

APPENDIX A

TOWN OF HUDSON, NH
LOCAL 1801 - PUBLIC WORKS WAGE SCHEDULE

Classifications shall be assigned to the grade as indicated below:

Rank/Classification	Grade
Truck Driver/Laborer (Truck Driver/Laborer I); Dispatch Clerk	VIII
Operations Assistant/Dispatch	IX
Truck Driver/Laborer (Truck Driver/Laborer II); Special Equipment Operator - Sewer; Equipment Operator I: Mechanic	XII
Traffic Technician	XIV
Sub-Foreman (Assistant Foreman)	XIV
Foreman, Sewer; Foreman, Highway or General; Chief Mechanic - Shop Foreman	XVI

Effective July 1, 2014

Grade	*MINIMUM*	*Step 1 End of probation*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7 Yr 10*
IV	*$15.35*	*$15.96*	*$16.58*	*$17.18*	*$17.80*	*$18.40*	*$19.07*	*$19.74*
VIII	*$17.67*	*$18.41*	*$19.15*	*$19.92*	*$20.65*	*$21.41*	*$22.19*	*$22.97*
IX	*$18.32*	*$19.10*	*$19.90*	*$20.70*	*$21.46*	*$22.27*	*$23.06*	*$23.87*
XII	*$20.48*	*$21.41*	*$22.31*	*$23.24*	*$24.13*	*$25.08*	*$25.98*	*$26.89*
XIV	*$22.14*	*$23.13*	*$24.12*	*$25.13*	*$26.13*	*$27.12*	*$28.18*	*$29.17*
XVI	*$23.96*	*$25.06*	*$26.14*	*$27.25*	*$28.35*	*$29.43*	*$30.58*	*$31.65*

APPENDIX B1

NHMA HEALTH TRUST, INC.
FLEX PLAN DESIGN

TOWN OF HUDSON

	LIFE/AD&D DENTAL	DISABILITY PENSION/	MEDICAL
Existing Plan	Term Life	60% weekly	BC/BS 100
Delta Dental	Employer Provided		- 1x earnings ($15,000
earnings/$600	coverage	-$25 deductible	Retirement Plan
	min)	maximum	or -
100/80/50/50			
		1-8-26 weeks	BC/BS 300
			or
			Matthew Thornton co-
		insurance	
			-
$1,000 yearly max			
		+	
		60% month earnings to age 65/$3500 monthly max	
Options	Employee can choose		Employee can
Employee can decrease	Employee can choose		
	to increase coverage to:		substitute for core to:
to participate in:			
			medical plan:
	-2x earnings		
Deferred Comp Plan			
	or		
	-$25 deductible		
	-3x earnings		
100/80 co-insurance			
$750 yearly maximum			
			$300 deductible 80% co-insurance
			$900 out-of-pocket

APPENDIX B2

FLEX BENEFITS SUMMARY

1. Town of Hudson will maintain present contribution levels for existing benefits as follows:

Life		100%
Disability		100%
Medical:		80%
Dental:	Employee	100%
	Dependents	100%

2. Employees can opt out of medical and/or dental plans and receive flex payments in accordance with Article XXIV.

3. 35% participation is needed for optional Supplemental Life Insurance.

4. Other than a life event change (marriage, birth, divorce, etc.) employees may change their benefit situation only during the annual re-enrollment period.

AGREEMENT BETWEEN

THE TOWN OF HUDSON, NEW HAMPSHIRE

AND

HUDSON HIGHWAY DEPARTMENT

LOCAL #1801 OF THE AMERICAN FEDERATION

OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

(AFSCME)

~~July 1, 2010 – June 30, 2013~~
July 1, 2013 – June 30, 2017

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I. Agreement

This Agreement between the Town of Hudson, New Hampshire (hereinafter called the "Town") and Local #1801 American Federation of State, County and Municipal Employees (hereinafter called the "Union") is made and entered into on this _____day of _____, 2014.

II. Purpose

The general purpose of this Agreement is to set forth agreements reached between the Town 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 Clause as follows:

III. Recognition

1. The Town recognizes the Union as the exclusive bargaining agent for:
All full-time employees of the Department of Public Works (previously certified by PELRB as "Highway Department")

Truck Driver/Laborer
Truck Driver/Laborer (Special Equipment-Sewer)
Equipment Operator I
Mechanic
Chief Mechanic, Shop Foreman
Foreman, Sewer
Foreman, Highway
Sub-Foreman (Assistant Foreman)
Dispatcher/Clerk
Operations Assistant/Dispatch
Traffic Technician

IV. Exclusion

1. The Agreement excludes the classification and positions of:

a) Road Agent
b) Highway Supervisor

2. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Union.

Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

V. Non-Discrimination

The Town and the Union agrees not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, marital status, sexual orientation, national origin, or handicap.

VI. Strikes and Lockouts

Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the Department during the term of this Agreement.

VII. Management Rights

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, functions, and policies of the Town without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following: a) the right to direct employees; to determine qualifications, promotional criteria, hiring criteria, standards of work and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote discharge or take other disciplinary actions against an employee for proper or just cause, subject to the other provisions of this agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as in its judgment it deems necessary to maintain the efficiency of Highway Department operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the Highway Department operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the Highway Department in case of emergencies; f) the right to make rules, regulation, and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and g) the right to subcontract.

1. Nothing in this agreement shall be construed to limit the right of the Road

Agent or other supervisory personnel to command the Highway Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

2. It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as specified in Article XIII whenever such grievances exist.

VIII. Consultation

1. Representatives of the Union shall meet with designated representatives of the Town, i.e.: Chairman of the Board of Selectmen or his/her designee, Road Agent once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the designated representatives no less than five days before the scheduled date of the meeting. At the discretion of the Town, additional matters for discussion may be placed on the agenda. When such is the case the Union will be given five (5) days to consider the matter prior to its discussion. Nothing contained herein shall prevent the Town and the Union from meeting on a less frequent basis on mutual agreement.

2. Nothing contained herein shall prevent the Union from consulting with the Town's management personnel at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this Agreement.

IX. Union Business

1. The Union officers and representatives shall be:
   Chairperson
   Stewards (2)

2. The Union shall advise the Town of the names of the employees holding Union office (as noted above).

3. Union officers as described above shall be permitted to process grievances and exercise the Consultation Article during their scheduled hours of duty, provided they have prior permission from their supervisor and the amount of time in which employees are engaged in such activities is reasonable.

4. An effort will be made to schedule negotiating sessions at least ½ the time which does not conflict with the scheduled duty of employees who are members of the Union collective bargaining team. In the event the employees, not to exceed three (3) in number, who are members of the Union's negotiating team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

X. Agency Fee

Upon the presentation of a signed authorization card by the employee, covered by this

agreement to the Town, the Town agrees to deduct the official dues or agency fee of the Union from the weekly wages of such employees covered by this agreement and pay the total amount of dues collected to the treasurer of AFSCME Local 1801 once a month along with a statement indicating who has paid dues or agency fee.

If the employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deductions will be made for them.

Any employee who chooses not to join the Union must, as a condition of employment with the Town, pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues provided in Section 1 above. Such a representation fee shall commence thirty (30) days from the date of eligibility to join the Union of the effective date of this agreement, whichever is later.

The Union shall reimburse the Town for any expense incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the representation fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the representative fee. In such litigation, the Town shall have no obligation to defend the termination.

XI. Maintenance of Membership

1. Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement, provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within the period between sixty (60) days and thirty (30) days prior to the expiration date of the Agreement.

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

3. The Union shall post notices on departmental bulletin boards sixty (60) calendar days prior to the expiration date of the agreement advising employees of their right to revocate dues deductions.

XII. Discipline and Termination for Cause

1. An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: a) medically diagnosed incapacity to perform assigned duties; b) incompetence; c) behavior incompatible with effective conduct of duty; d) behavior detrimental to the Town or e) failure to carry out assigned duties.

2. All written warnings, suspensions and discharges must be communicated in writing and the reasons for such action be stated clearly within such a statement. The effected employee and the Union shall each receive a copy of this document.

3. Disciplinary action will normally be taken in the following order:

   (A) Verbal Warning
   (B) Written Warning
   (C) Suspension without Pay
   (D) Discharge

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

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

5. Employees who are absent from work for more than ~~five (5)~~ 40 consecutive working ~~days~~ hours and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

6. References to verbal warnings will be removed from personnel file(s) six (6) months from date of warning.

7. Written records relating to written warnings will be removed from personnel files after one (1) year from the date of discipline.

8. Employees may examine their own individual personnel files at a reasonable time agreed to by their supervisor.

9. Pursuant to RSA 275:56 as amended; if, upon inspection of his/her personnel file, an employee feels a record contained therein should be removed or corrected, in writing, he/she may so request of the Department Head. If the request is denied, the employee may submit a written statement for the files explaining his/her version of the information contained therein, with evidence supporting such version. Such statement shall be maintained as part of the employee's personnel record.

XIII. Grievance Procedure

1. Definition -

A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which an individual grievant alleges a personal loss or injury.

NOTE: An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally before he/she processes the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) workdays. It is anticipated that nearly all complaints can be resolved informally without grievance. Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, and the relief requested.

2. Procedure

Step One

An employee or the Union on behalf of an employee desiring to process a grievance must file a written statement of the grievance to the Road Agent or his/her designee no later than ten (10) workdays after the employee knew the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Road Agent or his/her designee shall meet with the employee and the Union representative within three (3) workdays following receipt of the notice and shall give a written decision within three (3) workdays thereafter.

Step Two

If the employee or the Union on behalf of an employee is not satisfied with the decision of the Road Agent he/she may file, within five (5) workdays following the Road Agent's decision, a written appeal with the Board of Selectmen or their designee, setting forth specific reasons why the employee or the Union believes the Agreement is being violated by the Town action in question. Within thirty (30) workdays following receipt of the appeal, the Board of Selectmen or their designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty-five (35) workdays following receipt of the appeal and written decision shall be rendered within five (5) workdays thereafter.

a) If the Union is not satisfied with the disposition of the grievance or no decision has been rendered by the Board of Selectmen or their designee within thirty (30) working days after they receive the grievance and prior to the submission of the grievance to arbitration representatives of the Union and management may, by mutual consent, meet to determine if the grievance can be settled without arbitration.

Step Three

If the employee or the Union on behalf of an employee is not satisfied with the decision of the Board of Selectmen or their designee, the Union may file, within thirty (30) workdays following receipt of the decision, a request for arbitration to the Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of arbitration shall be borne by the losing party. It shall be incumbent upon the arbitrator to specify the party designated as the losing party to facilitate payment of arbitration costs.

4. The foregoing time limitations may be extended by mutual written agreement of the parties.

5. Failure of the grievant to abide by the time limits set out in this article shall result in

the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.

6. The Town shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.

XIV. Hours of Work and Overtime

1. Normal Work Schedule. The normal work schedule shall be forty (40) hours per week comprised of consecutive days of work with equal number of hours per day. Saturdays and Sundays shall not be part of any regular schedule. Winter Maintenance schedule shall be from the 1st Sunday in December through the last Saturday in March with the hours of operation to be Monday through Friday 6:00 A.M. to 4:00 P.M. The remainder of the calendar year is to be recognized as the Summer Maintenance schedule of Monday through Thursday 6:00 A.M. to 4:00 P.M. All schedules shall be approved by the Road Agent.

   a) All department employees shall be entitled to one morning and one afternoon work break period not to exceed fifteen (15) minutes each and an opportunity for employees to eat their lunch during the day while on pay status.

2. Workday and Workweek. The workday is defined as 12:01 A.M. until 12:00 Midnight. The Workweek is defined as 12:01 Sunday until 12:00 Midnight on the subsequent Saturday for pay purposes.

3. Overtime. All hours actually worked in excess of forty (40) hours in a workweek shall be paid at 1.5 times the normal hour rate. All hours actually worked in excess of a regularly scheduled shift shall be paid at 1.5 times the normal hourly rate. There will be no pyramiding of overtime.

   Scheduled Non-Emergency Overtime - Scheduled non-emergency overtime is given to employees qualified to perform the task required. Employees qualified to perform the task are asked to volunteer to fill the overtime slots. All attempts are made to distribute overtime in an even and fair manner so that all volunteering employees have a chance to share the available overtime.

   Emergency Overtime - Emergency overtime is distributed to employees qualified to perform the task required. Employees who desire this overtime volunteer to make themselves available for call in or are available when contacted. All employees must make themselves available in emergencies to work overtime. Every effort will be given to having those employees who desire the overtime work the overtime and not those who do not desire the overtime. All attempts are made to distribute overtime in an even and fair manner so that all volunteering employees have a chance to share the available overtime.

   Scheduled Emergency Overtime - Scheduled emergency overtime is distributed to employees qualified to perform the task required. Employees qualified to perform the task are asked to volunteer to fill the overtime slots. All employees must make themselves available in emergencies to work overtime if enough employees do not volunteer to fill the overtime slots. Every effort will be given to having those

employees who desire the overtime work the overtime and not those who do not desire the overtime. All attempts are made to distribute overtime in an even and fair manner so that all volunteering employees have a chance to share the available overtime.

4. Hours paid but not worked, such as legitimate use of Earned Time, holidays, etc. shall be counted in determining hours worked for the purpose of computing overtime pay. It shall be at the department head's discretion to determine if Earned Time is being legitimately taken.

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

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

6. Employees may be required to work long hours as a result of snow or other emergencies. Employees shall be paid double time for all work performed in excess of 16 consecutive hours and for hours worked on **Thanksgiving Day and/or Christmas Day.**

7. Standby Compensation.

   a. Employees who volunteer during their normal off duty hours to standby duty and are required to be available for communication with their Department during the standby period, and for reporting to work within a reasonable period of time to duty shall receive a standby pay.

      Employees who are assigned to standby duty or requested to be available for standby duty as determined by the Department Head shall be paid ten ($10.00) dollars per day for Monday, Tuesday, Wednesday, and Thursday, and fourteen ($14.00) dollars per day for Friday, Saturday, Sunday and Holidays. Unless otherwise excused by the Department Head, failure to report may result in discipline as provided in Article XII.

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

8. Plus Rates

a. An employee may be temporarily assigned to the work of any position of the same or lower rate of pay without change in compensation. Upon cessation of such temporary assignment, said employee shall be restored to his/her original position.

b. When an employee works on a temporary assignment in a higher paid position, he/she will receive either a 7.5% increase in compensation or the minimum rate of pay for the classification whichever is greater for each hour worked.

9. Employees who need to leave during their regularly scheduled shift due to fatigue, etc. as a result of working continuously throughout the previous night, may do so with prior approval of their supervisor. In this case employees are not paid for released hours but may elect to use earned time to cover those hours of their regularly scheduled shift. In addition, if the employee is requested to work overtime at a later point in the work week a deduction of overtime will not occur as a result of not compiling forty (40) regular hours.

XV. Seniority

1. There shall be two (2) types of seniority:

a. Department Seniority - Department Seniority shall relate to the time an employee has been continuously employed by the Town in the department recognized by this Agreement.

b. Classification Seniority - Classification Seniority shall relate to length of time an employee has been employed in a particular classification.

2. Classification Seniority in the classification involved shall prevail in matters concerning layoffs. Qualified and available former permanent employees shall be reinstated before new employees are hired following a layoff. This preference shall expire after one (1) year.

3. Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and he/she shall be considered to be the junior or least senior employee in that classification regardless of the Department Seniority of other employees already in that job, until such time as other promotions/hirings are made into that classification. New promotions/ hirings shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position's probation or if he/she is unsatisfied with the position within 30 days after the assignment then he/she shall be returned to his/her old classification at the earliest date that is operationally possible and regain his/her former classification and associated seniority.

4. Until a new employee has served the initial ~~six~~ twelve month probationary period it shall be deemed that he/she has no seniority status, and he/she may be discharged or

laid off with or without cause, such discharge or layoff shall not be subject to the grievance procedure.

5. An employee shall not forfeit seniority during absences caused by:

   a. Illness resulting in total temporary disability due to his/her regular work with the Town, certified to by an affidavit from the Workers' Compensation carrier.

   b. Illness resulting in total temporary disability, certified to by a physician's affidavit.

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

   a. Discharge for just cause.

   b. If he/she resigns.

7. The employee's present classification seniority as of the effective date of this contract, shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Chairman of the Board of Selectmen or his/her designee.

XVI. Work Reductions or Layoffs

1. If there is a layoff or any reduction in the work force, the person with the least seniority in the affected classification will be laid off first. These laid off employees will be recalled in the reverse order of layoff. The person with the most seniority will be hired back first.

2. No employee shall have the right of replacing another employee in any classification by virtue of Department Seniority alone, except that in the event of a permanent lack of work in any classification, those employees affected in that classification shall be assigned when operationally possible to the next lower classification for which they are qualified. Absolute bumping rights are not to be assumed by the foregoing.

3. All employees who have been laid off will be kept on a re-employment list for a minimum of one (1) year.

XVII. Time Clocks

Each hour shall be divided into four (4) parts and every fifteen (15) minutes shall constitute one quarter of an hour. Overtime, after a regularly scheduled shift, shall not begin until eight (8) minutes have elapsed. After that time, full overtime from the end of regularly scheduled shift, shall be paid for the number of quarters of an hour worked.

XVIII. Salaries

1. ~~Effective July 1, 2010 the wage schedule shall be adjusted by zero percent (0%), July 1, 2011 the wage schedule shall be adjusted by two percent (2%) and July 1, 2012, the wage schedule shall be adjusted by three percent (3%) and will be as provided in Appendix A.~~

   Effective July 1, 2013 the wage schedule shall be adjusted by zero percent (0%), July 1, 2014 the wage schedule shall be adjusted by zero percent (0%), July 1, 2015 the wage scale shall be adjusted by zero percent (0%), and July 1, 2016, the wage schedule shall be adjusted by zero percent (0%) and will be as provided in Appendix A.

   Employees shall be granted movement from the minimum rate to step 1 ~~at six months of employment~~ ***upon successful completion of probation***; thereafter eligible employees will be granted step increases annually on their anniversary date as provided in Appendix A.

2. A change in job and thus employment in a higher classification in the wage schedule (i.e., the new classification is assigned to pay grade V as compared to IV) is considered a promotion and as such would result in the employee moving to the same step they are currently on, at the new classification. ~~a five percent (5%) wage increase for the promoted employee. Promotion of two (2) pay grades (i.e. from IV to VI) would result in a ten percent (10%) increase, however, promotion of greater than two (2) pay grades would not exceed the ten percent (10%) promotional amount.~~

XIX. Promotions and Transfers

1. When a position within the bargaining unit is approved to be filled and which offers the possibility of a promotion to unit members, it will be posted on Departmental bulletin boards for a period of five (5) working days.

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

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

2. After an award is made of a promotion the name of the person promoted shall be posted for five (5) working days following said award.

3. Vacancies in management positions within the Department which are excluded from the bargaining units shall be posted on the departmental bulletin boards.

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

5. Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority list to which he/she has been promoted, regardless of his/her Department Seniority, and he/she shall be considered to be the junior or least senior employee in that classification, regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular Classification Seniority list concerned. If a promoted employee does not pass his/her new position's probation then he/she shall be returned to his/her old classification and regain his/her former classification or may do so voluntarily.

6. The provisions of Article XIX are subject to the grievance and arbitration procedure.

XX. Workers' Compensation

1. Worker's Compensation, as distinguished from Earned Time, shall mean absence from duty caused by an accident, injury or occupational disease incurred while the employee was engaged in the performance of his/her official duties.

   a. The Town will pay to an employee absent, as the result of an employment related disability, an amount which, is provided for by New Hampshire statute and administered by the Compensation Fund of New Hampshire.

2. An employee may utilize accumulated Earned Time to cover the period of time between the occurrence of a job related injury or disease and the on-set or availability of Worker's Compensation payments.

3. At any time after a job-related disability, the employee may request that accumulated Earned Time be used as special disability leave to either provide for continued receipt of pay in the case of tardy Worker's Compensation payments or to supplement the payments in order to receive one hundred percent (100%) of the employee's regular rate of pay.

4. Upon receipt of the Worker's Compensation payments from the Compensation Fund of New Hampshire the employee may submit payment to the Town, by virtue of signing over all or a portion of the Worker's Compensation check to the Town for the purpose of restoring some portion of his/her Earned time utilized to cover lost time resulting from the job related injury or disease.

XXI. Holidays

1. All employees shall be paid for the following named holidays, three (3) floating holidays, and any other day proclaimed as a holiday by the Town:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas
Labor Day	Three (3) Floating Holidays
Veteran's Day	

Where conflict exists between the State and National holiday, the Board of Selectmen shall determine the day to be celebrated.

a. Holiday compensation shall be based on ~~an eight (8) hour day~~ an employee's regularly scheduled shift. ~~If the employee elects to make up the additional two (2) hours to complete a ten (10) hours payday, the employee may use one of the following options:~~

1. ~~Work the additional hours on an alternate day within the same pay period week.~~

2. ~~Use earned time if available.~~

~~3. Other options as agreed upon by the parties.~~

Employees in permanent percent-time positions of fifty-percent (50%) or greater shall receive holidays on a pro-rata basis.

2. Employees who are absent due to non-work related accident or injury or absent without leave for the single day directly preceding or directly following the holiday shall forfeit pay for the holiday.

3. Special Cases: When a holiday falls on a Sunday or Monday which an employee is not scheduled, the following scheduled workday shall be deemed a holiday. When a holiday falls on a Friday which an employee is not scheduled or Saturday, the workday preceding shall be deemed a holiday. Should a holiday fall within a vacation period, it shall not be counted as part of annual vacation allowance.

4. Employees being paid by the Compensation Fund of New Hampshire (Worker's Compensation) or the Disability Insurance carrier are not paid for holidays during the period of receipt of such benefits.

5. Employees may request the use of a floating holiday at any time during the year, however, a minimum of two (2) weeks' notice and approval by the Road Agent, or his designee, is required prior to the taking of the day off. Floating holidays must be taken during the fiscal year within which they are earned or they are lost.

XXII. Earned Time

1. Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

a. Bereavement Leave is provided by a separate benefit. (See Article XXVII)

2. Coverage. Employees who are employed in a permanent position of at least 75 percent time* are covered by Earned Time. The accrual rates are as follows:

Years Service	Hours Accrued (Approx) Per Month	Annual Hours Accrued
0-1	13.33	160
1-2	14	168
2-3	14.66	176
3-4	15.33	184
4-5	16	192
5-15	16.66	200
after 15	20	240

(* Part-time employees who at the time of signing this agreement have percent-time appointments of 50-74% will be "grandpersoned" or eligible for the Earned Time Program)

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article XII, Sec. 1.a.). Employees accumulate Earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

4. Termination and Restoration of Service Credit: An employee whose break in service from the town is less than one year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one year an individual will earn one year credit for each year of employment after return, until the total past credit is accrued. After five years of employment following return to work, credit for all previous service will be given.

5. Usage

   a. Earned Time may be used after being earned including during an employee probationary period. Absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence, unless the employee was unable to anticipate and plan for the absence.

   b. After the first hour of work, Earned Time use may be by the quarter hour.

   c. Earned Time benefits accrue only during the initial 3 weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for the continuing earning ability.

6. Sick Leave Pool

The Sick Leave Pool is intended to provide security by allowing employees to "buy"

insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability. For purposes of the sick leave pool, a day is eight (8) hours and must be converted as such.

a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.

   i. Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability.

   ii. A physicians' report must accompany the request to use Pool days.

   iii. It is not necessary to use up all earned Days before using Pool Days.

   iv. The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.

   v. Periodic doctor's reports may be required.

   vi. The maximum Pool day accrual is 150 days (i.e., the maximum conversion of Earned days is 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time days may not be converted to Pool days at any other time.

7. Maximum Carryover

a. Employees on roll effective July 1, 2004 shall be permitted to carryover to future years accrued earn time up to maximum of 720 hours.

b. Employees hired after July 1, 2004 shall be permitted to carry over to future years accrued time up to a maximum of 480 hours.

Any accruals which cannot be carried over will be paid out to the employee in the next pay period following their anniversary date of employment.

All accruals will be paid to the employee at the time of termination, retirement or layoff, except as provided below if such termination is for cause.

In the event that any employee has more accrued time on their anniversary date of employment during the first year of the agreement than provided above, the employee shall be paid one hundred percent (100%) of the excess accrual in the next pay period following their anniversary date of employment.

All accrual payments shall be at the base rate in effect at the time of payout.

8. Annual Buyout

Employee may request, during the first week in June or the first week in December payment for accumulated earned time. Request will be granted *only* in units of forty hours, i.e., buy back of 40 hours, 80 hours, 120 hours, etc.

Earned Time, when paid in this manner, will be at one hundred percent (100%) of its value based upon the employee's current rate of pay on June 1st, or December 1st, respectively. Payment will be made in the last paycheck of the fiscal year or calendar year.

9. Use in conjunction with disability insurance requirements.

a. An employee may utilize his/her Earned Time or when appropriate the Sick Leave Pool to cover the period between an injury or disease and the on-set or availability of disability payments.

b. At any time after a disability, the employee may request that Earned Time or, when appropriate, the Sick Leave Pool be used to supplement the disability payments. In no case shall the combination of Earned Time or Sick Leave Pool benefits and the compensation received from the Disability Insurance Company equal more than one hundred percent (100%) of the employee's regular rate of pay.

c. Upon receipt of the delayed disability payments, if that were to occur, the employee may elect to submit payment to the Town by virtue of "signing over" a portion of his/her disability check to the Town for the purpose of restoring a portion of either the Earned Time or Sick Leave Pool days used to cover the absence due to disability. Such restoration of days need not be made if the employee does not desire to restore such Earned Time or Earned Time Pool benefits.

XXIII. Uniforms

1. The Union and the Town shall jointly determine the supplier of the Town uniforms.

2. An account will be established in the name of each employee with the supplier of Town uniforms in the amount of two-hundred sixty dollars ($260) per year. The account will be restored to that level of funding on July 2nd of each year.

a. New employees shall have the account ($260) established in their name upon satisfactory completion of their probationary period.

3. Footwear. The Town will provide an allowance of up to one hundred seventy five dollars ($175) to each employee in the unit to purchase appropriate shoes or boots from an authorized supplier as approved by the Town. The allowances shall be made available in October or November each year.

XXIV. Hospital/Health Insurance Coverage

~~1. The Town will continue to make available Blue Cross/Blue Shield Coverage Plan SP-JY $250,000 - New Hampshire without charge to employees and at 50% (fifty percent) premium rates for families.~~

~~2. The Town will also make available Health Maintenance Organizations (Matthew Thornton Health Plan, Inc. and CIGNA). The contribution by the Town to such plans shall be equal to the current maximum dollar payment being provided for such plans.~~

~~3. All unit members will be provided the Dental insurance benefit as made available to the Town employees.~~

~~4. The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of two members from each bargaining unit as well as two members from the exempt staff. The Joint Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to re-open the collective bargaining agreement mid-term.~~

Health Insurance: The Town pays eighty (80%) of the premium cost for employees enrolled in BC/BS 100, BC/BS 300, Matthew Thornton (an HMO) through **HealthTrust** ~~the Local Government Center, or CIGNA (an OPEN ACCESS PLUS IN NETWORK (OAPIN)~~ or other plans that provide comparable coverage as recommended by the joint Labor/Management committee.
Employees who are eligible to participate in the Town's health insurance and dental insurance programs, but who opt not to participate, are eligible to receive payments in lieu of this coverage. In order to be eligible for payments in lieu of coverage, an employee must provide the Town with proof of coverage under another health insurance plan. Employees do not need to provide proof of coverage under another dental insurance plan.

Employees hired prior to July 1, 2014 shall receive pay in lieu of health insurance coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $129.20
2 person- $193.80
Family- $239.02

Employees hired on July 1, 2014 or thereafter shall receive pay in lieu of health insurance coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $50
2 person / family- $100

Employees hired prior to July 1, 2014 shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to

the following schedule:
Single- $5.12
2 person- $9.92
Family- $18.04

Employees hired on July 1, 2014 or thereafter shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
Single- $5.12
2 person / family- $9.92

Employees who are in no pay status will not receive any further pay in lieu of health or dental coverage unless and until they return to paid status. Employees who are terminated, who resign or who retire prior to being paid the full amount of pay in lieu of coverage pay shall not receive the balance of the payment. Employees who change their health insurance coverage mid-year shall have their opt out payment pro-rated or discontinued in accordance with their new coverage selection.

Employees hired **prior to** July 1, 2014:
- that receive a flex payment for opt down, will continue to receive a flex payment equal to that which they receive as of June 30, 2014.
- that are eligible to receive a flex payment for health insurance, will receive a flex payment as agreed upon in the CBA.
- that are eligible to receive a flex payment for dental insurance, will receive a flex payment as agreed upon in the CBA.
-employees who are or become of single status will receive health insurance at no charge.

The maximum annual flex payments referred to in this section are available to any full time active employee who remains employed by the Town and eligible for Health and Dental coverage by virtue of their employment status with the Town, for the entire plan year. Employees who lose eligibility for these benefits as a result of a change in their employment status with the Town will no longer receive these payments.

The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of two members from each bargaining unit, ~~as well as~~ two members from the exempt staff as well as the Town Administrator and Finance Director. Members of the committee will be permitted to attend meetings while on paid status. The Joint Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to re-open the collective bargaining agreement mid-term.

XXV. Life Insurance

The Town agrees to provide term life insurance with coverage being one (1) times an employee's annual salary. (base pay)

XXVI. Flexible Benefits Plan

Employees are provided with the voluntary option of participating in the New Hampshire Municipal Association (NHMA) Health Trust, Inc. Flex Plan. An abbreviated summary of this plan is contained in Appendix B1 and B2.

XXVII. Bereavement Leave

~~a. Bereavement leave of three (3) working days with pay shall be granted to all permanent bargaining unit employees in the event of the death of his/her:~~

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

~~A blood relative or ward residing in the same household.~~

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

~~Aunt~~	~~Uncle~~
~~Grandmother~~	~~Grandfather~~
~~Grandchild~~	~~"First" Cousin~~
~~Sister-in-law~~	
~~Brother-in-law~~	

~~c. Bereavement compensation shall be based on Employee's regularly scheduled shift.~~

1. All employees, with appointments of fifty percent (50%) or greater shall be granted bereavement leave of up to three (3) days per occurrence, with pay, due to the death of an immediate family member. With the approval of the Town Administrator, an additional two (2) days of bereavement leave may be granted in the event of hardship due to excessive travel related to bereavement for immediate family. Such leave shall be requested of the department head or his/her designee. (Employees with less than a 100% appointment will receive a pro-rata benefit based upon their average number of hours in a day.)

2. Immediate family for the purpose of this Article shall be defined as:

Spouse	(Step) Sister	Father-in-law	Son-in-law
(Step) Father	(Step) Brother	Mother-in-law	(Step) Mother
(Step) Child	Daughter-in-law	Grandchild	

Or blood relative, or ward residing in the same household

3. Earned time off, including vacation, personal days or previously accumulated Earned Time may be used to cover other absences due to bereavement.

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

Grandfather	Grandmother	Aunt	Uncle
Sister-in-law	Brother-in-law	"First" Cousin	

Bereavement compensation shall be based on Employee's regularly scheduled shift.

XXVIII. Extended Leave of Absence (Family Leave Act)

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.

2. To the extent possible the portion of extended leave of absence (FMLA) taken due to disability resulting from pregnancy, miscarriage or child birth shall be charged to available Earned Time. Such Earned Time shall be used from the on-set of the extended leave of absence (FMLA).

3. During the twelve (12) week period of leave, the employee's insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's service credit and position will not be affected by such leave.

4. After twelve (12) weeks has elapsed, the employee's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the employee's inability to return to assigned duties and the use of benefits provided for in this Agreement.

5. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

XXIX. Safety

1. The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union may meet once in ninety days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Town will comply with the Town's rules and regulations relating to safety.

XXX. Military Leave

1. Any permanent employee enlisted or inducted into the Armed Forces of the United States or who as a member of the Reserve or National

Guard Unit is called to active Duty in the Armed Forces and who satisfactorily completes such service and makes application for reemployment within 90 days of release from active duty or within 30 days, in the instance of training, shall be returned to Town employment in a position of like pay, seniority or status to the position the employee left. The employee shall be entitled to the same or similar pay, status and seniority the employee would have had if the employee continued employment.

2. Any employee who is a member of a military reserve or national Guard unit shall be entitled to leave without loss of time, pay or regular leave or any other benefits for all periods of military services in the service of the State of New Hampshire at the call of the Governor without regard to length of time, and for family military service in the United States for a period not to exceed a total of 15 calendar days on any fiscal year. Employees shall be entitled to full compensation, less any military compensation received in the instance of reserve duty, for what would otherwise be normally assigned work days, excluding overtime, during the 15 calendar days of military assignment.

3. Any employee who is a member of a military reserve or National Guard unit who receives training in excess of 15 calendar days, and not at the call of the Governor and in the service of the State as set out above shall be entitled to leave without pay for the duration of the training. If however, the employee must go on active duty in the United States Armed Forces to receive such training, the employee shall not be entitled to leave without pay, but rather reemployment as set out above. An employee entitled to leave without pay shall not accrue Earned time while receiving military leave without pay, but shall not lose any previously accrued Earned time and shall return to the same or another position similar to pay, seniority and status. While on military leave without pay, the employee shall not be covered by the Town's medical benefits and may only continue family medical coverage benefits by paying the appropriate premiums.

4. All employees must present orders to their supervisors in order to obtain this leave, which indicates date of departure and length of service anticipated. Employees returning from reserve duty shall also submit proof of compensation received from such duty.

5. Any enhancement(s) to the above provisions for the military service shall be at the sole discretion of the Board of Selectmen and shall be extended to members of this bargaining unit as applicable.

XXXI. Jury Duty

Any regular full - time employee or part-time employee who is required to

serve on a jury, or as a result of official Town of Hudson duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary period shall be extended by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify their supervisor immediately in order that arrangements may be made to cover the position. The Town reserves the right to request that an employee who is called for jury duty be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned. Employees are to return to work after jury duty although no more than the regular scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact their supervisor to report to work as instructed.

The employee is responsible to turn over jury or witness fees to the Finance Department, excluding mileage fees.

Time away will not affect Earned time accruals.

Employees who appear in court as the Plaintiff or Defendant in any action not related to their official duties shall not be paid for the time away from work unless the time is taken as Earned time. Court payments for travel expenses are to be retained by the employee.

The employee may keep any court payment for services performed on the days of their regularly scheduled weekend or performed while on Earned time leave.

XXXII. Miscellaneous

1. Intra-unit Relations

Since it is to the benefit of all that harmonious fraternal relations prevail in the Town, any disputes which may arise between and among members of the unit and which have major consequences of their performances shall, at the Chairman of the Board of Selectmen or his/her designee, discretion, be referred to the bargaining agent for mediation and resolution.

2. Bulletin Boards

The Town shall provide a bulletin board for the posting of notices of the Town and Department addressed to the employees and for notices of the Union addressed to its members. The Department shall locate its bulletin board at a convenient place. No notices shall be posted in or around the Town property except on the board and then only after approval by the Town as being suitable for posting. No Union notice shall be posted unless it has been signed by the responsible officer of the Union.

XXXIII. Contracting and Subcontracting Out

1. The Town recognizes the concern of the Union in regard to contracting and subcontracting out work which results in a reduction of the work force.

2. If the Town or Department covered by this Agreement changes its methods of operation which involves contracting out work which is now being performed by bargaining unit employees, the Town will give notice to the Union of its intention. Furthermore, the Town will attempt to absorb affected employees into other Town positions. In those cases where employees are not absorbed into other Town positions, the Town and/or Department will provide as much advance notice of pending layoffs as reasonably possible.

XXXIV. Separability

1. 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.

XXXV. Effect of Agreement

1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in the Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

XXXVI. Duration of Agreement

This Agreement shall be in full force and effect from July 1, ~~2010~~ 2013 through June 30, ~~2013~~ 2017. By mutual agreement, the parties may extend the terms thereof, with

or without modification as may be agreed. Either party shall give written notice thereof at least one hundred and twenty (120) days prior to the Budget Submission Date in the year following expiration.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed on the dates indicated by their duly authorized representatives.

FOR AFSCME LOCAL 1801 HUDSON
DEPARTMENT OF PUBLIC WORKS

_____

_____

_____

_____

FOR THE TOWN OF HUDSON

_____
Chief Negotiator

Board of Selectmen:

_____

_____

_____

_____

_____

Town Administrator:

_____

APPENDIX A

TOWN OF HUDSON, NH
LOCAL 1801 - PUBLIC WORKS WAGE SCHEDULE

Classifications shall be assigned to the grade as indicated below:

Rank/Classification	Grade
Truck Driver/Laborer (Truck Driver/Laborer I); Dispatch Clerk	VIII
Operations Assistant/Dispatch	IX
Truck Driver/Laborer (Truck Driver/Laborer II); Special Equipment Operator - Sewer; Equipment Operator I: Mechanic	XII
Traffic Technician	XIV
Sub-Foreman (Assistant Foreman)	XIV
Foreman, Sewer; Foreman, Highway or General; Chief Mechanic - Shop Foreman	XVI

~~Effective July 1, 2010 with 0% COL Adjustment~~

~~Grade~~	~~MINIMUM~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~
~~IV~~	~~$14.61~~	~~$15.19~~	~~$15.78~~	~~$16.35~~	~~$16.94~~	~~$17.51~~	~~$18.15~~
~~VIII~~	~~$16.82~~	~~$17.52~~	~~$18.23~~	~~$18.96~~	~~$19.66~~	~~$20.38~~	~~$21.12~~
~~IX~~	~~$17.44~~	~~$18.18~~	~~$18.94~~	~~$19.70~~	~~$20.43~~	~~$21.20~~	~~$21.95~~
~~XII~~	~~$19.49~~	~~$20.38~~	~~$21.24~~	~~$22.12~~	~~$22.97~~	~~$23.87~~	~~$24.73~~
~~XIV~~	~~$21.07~~	~~$22.02~~	~~$22.96~~	~~$23.92~~	~~$24.87~~	~~$25.81~~	~~$26.82~~
~~XVI~~	~~$22.81~~	~~$23.85~~	~~$24.88~~	~~$25.94~~	~~$26.98~~	~~$28.01~~	~~$29.11~~

~~Effective July 1, 2011 with 2.0% COL Adjustment~~

~~Grade~~	~~MINIMUM~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~
~~IV~~	~~$14.90~~	~~$15.49~~	~~$16.10~~	~~$16.68~~	~~$17.28~~	~~$17.86~~	~~$18.51~~
~~VIII~~	~~$17.16~~	~~$17.87~~	~~$18.59~~	~~$19.34~~	~~$20.05~~	~~$20.79~~	~~$21.54~~
~~IX~~	~~$17.79~~	~~$18.54~~	~~$19.32~~	~~$20.09~~	~~$20.84~~	~~$21.62~~	~~$22.39~~
~~XII~~	~~$19.88~~	~~$20.79~~	~~$21.66~~	~~$22.56~~	~~$23.43~~	~~$24.35~~	~~$25.22~~
~~XIV~~	~~$21.49~~	~~$22.46~~	~~$23.42~~	~~$24.40~~	~~$25.37~~	~~$26.33~~	~~$27.36~~
~~XVI~~	~~$23.27~~	~~$24.33~~	~~$25.38~~	~~$26.46~~	~~$27.52~~	~~$28.57~~	~~$29.69~~

~~Effective July 1, 2012 with 3.0% COL Adjustment~~

~~Grade~~	~~MINIMUM~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~
~~IV~~	~~$15.35~~	~~$15.96~~	~~$16.58~~	~~$17.18~~	~~$17.80~~	~~$18.40~~	~~$19.07~~
~~VIII~~	~~$17.67~~	~~$18.41~~	~~$19.15~~	~~$19.92~~	~~$20.65~~	~~$21.41~~	~~$22.19~~
~~IX~~	~~$18.32~~	~~$19.10~~	~~$19.90~~	~~$20.70~~	~~$21.46~~	~~$22.27~~	~~$23.06~~
~~XII~~	~~$20.48~~	~~$21.41~~	~~$22.31~~	~~$23.24~~	~~$24.13~~	~~$25.08~~	~~$25.98~~
~~XIV~~	~~$22.14~~	~~$23.13~~	~~$24.12~~	~~$25.13~~	~~$26.13~~	~~$27.12~~	~~$28.18~~
~~XVI~~	~~$23.96~~	~~$25.06~~	~~$26.14~~	~~$27.25~~	~~$28.35~~	~~$29.43~~	~~$30.58~~

Effective July 1, 2014

Grade	MINIMUM	Step 1 End of probation	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 Yr 10
IV	$15.35	$15.96	$16.58	$17.18	$17.80	$18.40	$19.07	$19.74
VIII	$17.67	$18.41	$19.15	$19.92	$20.65	$21.41	$22.19	$22.97
IX	$18.32	$19.10	$19.90	$20.70	$21.46	$22.27	$23.06	$23.87
XII	$20.48	$21.41	$22.31	$23.24	$24.13	$25.08	$25.98	$26.89
XIV	$22.14	$23.13	$24.12	$25.13	$26.13	$27.12	$28.18	$29.17
XVI	$23.96	$25.06	$26.14	$27.25	$28.35	$29.43	$30.58	$31.65

~~APPENDIX B1~~

~~NHMA HEALTH TRUST, INC.~~
~~FLEX PLAN DESIGN~~

~~TOWN OF HUDSON~~

	~~LIFE/AD&D~~	~~DISABILITY~~	~~MEDICAL~~	~~DENTAL~~	~~PENSION/~~
~~Existing Plan~~	~~Term Life~~	~~60% weekly~~	~~BC/BS JY first dollar~~	~~Delta Dental~~	~~Employer Provided~~
~~1x earnings ($15,000~~	~~earnings/$600~~	~~coverage~~	~~$25 deductible~~	~~Retirement Plan~~	~~100/80/50/50~~
~~min)~~	~~maximum~~	~~or~~			

1-8-26 weeks Matthew Thornton co-insurance

or

$1,000 yearly max

+ CIGNA

60% month earnings to age 65/$3500 monthly max

Options Employee can choose Employee can Employee can decrease Employee can choose to increase coverage to: substitute for core to: to participate in:

medical plan:

2x earnings Comprehensive S Deferred Comp Plan

or $100 deductible 80% $25 deductible

3x earnings co-insurance $500 100/80 co-insurance

individual out-of $750 yearly maximum

pocket; $1,000 family limit

or

$300 deductible 80% co-insurance

$900 out-of-pocket

APPENDIX B2

FLEX BENEFITS SUMMARY

1. Town of Hudson will maintain present contribution levels for existing benefits as follows:

Life		100%
Disability		100%
Medical:	Employee	100%
	Dependents	50%
Dental:	Employee	100%
	Dependents	100%

2. Employees can opt out of medical and/or dental plans and receive 50% of the savings only if they certify they are covered by another employers plan.

3. Employees may move down to a lower medical or dental plan and receive 100% of the savings.

4. Employees must stay in whatever Dental plan they choose for a two year period.

~~5. 35% participation is needed for optional Supplemental Life Insurance.~~

~~Other than a life event change (marriage, birth, divorce, etc.) employees may change their benefit situation only during the annual re-enrollment period.~~

APPENDIX B1

NHMA HEALTH TRUST, INC.
FLEX PLAN DESIGN

TOWN OF HUDSON

	LIFE/AD&D DENTAL	DISABILITY PENSION/	MEDICAL
Existing Plan	Term Life	60% weekly	***BC/BS 100***
Delta Dental	Employer Provided		- 1x earnings ($15,000
earnings/$600	***coverage***	-$25 deductible	Retirement Plan
	min)	maximum	or -
100/80/50/50			
		1-8-26 weeks	***BC/BS 300***
			or
			Matthew Thornton co-
		insurance	
			-
$1,000 yearly max			
		+	
		60% month earnings to age 65/$3500 monthly max	
Options	Employee can choose		Employee can
	Employee can decrease	Employee can choose	
	to increase coverage to:		substitute for core to:
	to participate in:		
			medical plan:
	-2x earnings		~~-Comprehensive S~~
	Deferred Comp Plan		
	or		~~$100 deductible 80%~~ -$25
deductible			
	-3x earnings		~~co-insurance $500~~
	100/80 co-insurance		
			~~individual out-of-~~
	$750 yearly maximum		
			~~pocket; $1,000 family limit~~
			~~-or-~~
			$300 deductible 80% co-insurance
			$900 out-of-pocket

APPENDIX B2

FLEX BENEFITS SUMMARY

1. Town of Hudson will maintain present contribution levels for existing benefits as follows:

Life	100%
Disability	100%
Medical:	***80%***
Dental: Employee	100%
Dependents	100%

2. Employees can opt out of medical and/or dental plans and receive ***flex payments in accordance with Article XXIV***.

3. 35% participation is needed for optional Supplemental Life Insurance.

4. Other than a life event change (marriage, birth, divorce, etc.) employees may change their benefit situation only during the annual re-enrollment period.