

## WARRANT ARTICLE 11

### **Ratification of a Contract negotiated between the Town of Hudson Board of Selectmen and the Town of Hudson Support Staff, 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 Town of Hudson Support Staff, AFSCME, Local 1801 which calls for the following increase in salaries and benefits:

Year	Amount
7/1/16 – 6/30/17	\$32,562
7/1/17 – 6/30/18	\$32,656
7/1/18 – 6/30/19	\$31,606

and to raise and appropriate the sum of \$32,562 for the 2016-2017 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 7, the Operating Budget.) (Recommended by the Board of Selectmen 5-0, Recommended by the Budget Committee 9-1).

## WARRANT ARTICLE O

### **Ratification of a Contract negotiated between the Town of Hudson Board of Selectmen and the Town of Hudson Support Staff, 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 Town of Hudson Support Staff, AFSCME, Local 1801 which calls for the following increase in salaries and benefits:

Year	Amount
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7/1/17 – 6/30/18	\$32,656
7/1/18 – 6/30/19	\$31,606

and to raise and appropriate the sum of \$32,562 for the 2016-2017 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 by the Budget Committee 8-0).

## **Warrant Article "O"**

### **Labor Contract with Hudson Support Staff Union**

Warrant Article "O" proposes a three (3) year contract for the members of the Hudson Support Staff Union.

This Union covers 19 employees. Employees in this Union include Assistant Town Clerks/Tax Collectors, Administrative Assistants, Utility Clerks, Custodians, the Deputy Town Clerk/Tax Collector, the Permit Technician, the Human Services Specialist, the Senior Accounting Clerk, the Appraisal Technician and the Building Inspector.

This contract provides for a 2.0% cost of living adjustment (COLA) each year. Eligible employees would also receive a step on their anniversary date. The contract also provides for a onetime pay scale adjustment for the Deputy Town Clerks/Tax Collectors, Utility Clerks and the Deputy Town Clerk/Tax Collector based on comparable area Towns salary data.

This proposed contract also includes language to reopen this agreement for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the "Cadillac Tax" to the Town.

This contract would run from July 1, 2016 to June 30, 2019.

This warrant article would add \$0.01 to the tax rate in 2016.

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

The Budget Committee has recommended this contract 8-0.

Town of Hudson  
 Administrative & Support Union  
 Fiscal Year 2017 to Fiscal Year 2019

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>Total</u>
COLA %	2.0%	2.0%	2.0%	
COLA	\$14,717	\$15,415	\$15,596	\$45,728
Steps	\$12,687	\$12,068	\$11,004	\$35,760
FICA	\$2,096	\$2,102	\$2,035	\$6,234
Pension	<u>\$3,061</u>	<u>\$3,070</u>	<u>\$2,971</u>	<u>\$9,102</u>
Total	<u>\$32,562</u>	<u>\$32,656</u>	<u>\$31,606</u>	<u>\$96,824</u>
Tax Rate Impact	\$0.01	\$0.01	\$0.01	\$0.03

Town of Hudson

Administrative and Support Union - Town Proposal  
Fiscal Year 2017 to 2019

		Anniv. Date	Step	Rate	Hours	FY2016	FY2017 2.0%	FY2017 2% COLA	FY2017 Steps	FY2018 2.0%	FY2018 Steps	FY2019 2.0%
1	Ordway	7/1/2014	3	\$15.87	2080	\$33,010	\$33,670	\$660	\$1,167	\$710	\$1,167	\$757
2	Marquez	11/16/2009	4	\$16.42	2080	\$34,154	\$34,837	\$683	\$728	\$725	\$887	\$760
3	O'Brien	6/13/2011	4	\$16.42	1560	\$25,615	\$26,128	\$512	\$36	\$534	\$44	\$535
4	Morrisette	6/8/2008	6	\$17.64	2080	\$36,691	\$37,425	\$734	\$79	\$765	\$95	\$769
5	Lambert	5/4/2015	3	<b>\$17.93</b>	2080	\$37,294	\$38,040	\$746	\$332	\$782	\$346	\$796
6	Hebert, C.	2/17/2015	3	<b>\$17.93</b>	2080	\$37,294	\$38,040	\$746	\$747	\$791	\$779	\$822
7	Kaempf	6/16/2013	4	\$18.87	2080	\$39,250	\$40,035	\$785	\$87	\$818	\$53	\$820
8	Stickney	5/13/2013	4	\$18.87	2080	\$39,250	\$40,035	\$785	\$260	\$822	\$159	\$828
9	Melanson	n/a	9	\$19.19	2080	\$39,915	\$40,714	\$798	\$0	\$830	\$0	\$830
10	Bisbing	n/a	9	\$19.19	2080	\$39,915	\$40,714	\$798	\$0	\$830	\$0	\$830
11	Mudge	5/27/2013	4	\$19.44	1534	\$29,821	\$30,417	\$596	\$56	\$621	\$78	\$625
12	Clarke	n/a	9	\$20.24	2080	\$42,099	\$42,941	\$842	\$0	\$876	\$0	\$876
13	Madeiras	n/a	9	\$20.24	2080	\$42,099	\$42,941	\$842	\$0	\$876	\$0	\$876
14	Staffier-Sommers	n/a	7	\$21.06	2080	\$43,805	\$44,681	\$876	\$0	\$911	\$0	\$911
15	Cheyne	n/a	7	\$21.06	2080	\$43,805	\$44,681	\$876	\$0	\$911	\$0	\$911
16	McMullen	n/a	7	\$21.06	1534	\$32,306	\$32,952	\$646	\$0	\$672	\$0	\$672
17	Kennedy	11/20/2000	4	\$21.66	2080	\$45,053	\$45,954	\$901	\$803	\$953	\$828	\$986
18	Wilson	10/14/2007	6	\$22.31	2080	\$46,405	\$47,333	\$928	\$1,005	\$985	\$0	\$985
19	Hebert, D.	6/2/2013	4	<b>\$23.12</b>	2080	\$48,090	\$49,051	\$962	\$143	\$1,003	\$92	\$1,007
						\$735,870	\$750,588	\$14,717	\$5,444	\$15,415	\$4,528	\$15,596
								\$14,717		\$15,415		\$15,596
								\$5,444		\$4,528		\$3,204
								\$1,542		\$1,526		\$1,438
								\$2,252		\$2,228		\$2,100
								<u>\$23,955</u>		<u>\$23,697</u>		<u>\$22,338</u>

**Town of Hudson**  
**Administrative and Support Union - Grade Changes**  
**Fiscal Year 2017 to 2019**

		Anniv. Date	Step	Rate	Hours	FY2016	FY17	FY18	FY19
1	Ordway	7/1/2014	3	\$15.87	2080	\$33,010	\$1,019	\$1,082	\$1,144
2	Marquez	11/16/2009	4	\$16.42	2080	\$34,154	\$1,061	\$1,123	\$1,165
3	O'Brien	6/13/2011	4	\$16.42	1560	\$25,615	\$796	\$842	\$874
4	Morrisette	6/8/2008	6	\$17.64	2080	\$36,691	\$1,123	\$1,186	\$1,248
5	Bisbing	n/a	9	\$19.19	2080	\$39,915	\$1,206	\$1,227	\$1,248
6	Melanson	n/a	9	\$19.19	2080	\$39,915	\$2,038	\$2,080	\$2,122
							\$7,244	\$7,540	\$7,800
					Steps		\$7,244	\$7,540	\$7,800
					FICA		\$554	\$577	\$597
					Pension		\$809	\$842	\$871
					Total		\$8,607	\$8,959	\$9,268

**AGREEMENT BETWEEN**  
**THE TOWN OF HUDSON, NEW HAMPSHIRE**  
**AND**  
**THE AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL EMPLOYEES**  
**COUNCIL 93 AND LOCAL #1801**  
**TOWN OF HUDSON SUPPORT STAFF**  
**2010 — 2016 July 1, 2016-June 30, 2019**

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**ARTICLE I  
AGREEMENT**

This agreement is entered into on this day \_\_\_\_\_ of \_\_\_\_\_, ~~2014~~2016, between the Town of Hudson, New Hampshire and the American Federation of State, County, and Municipal Employees, Council 93 and Local #1801 Town of Hudson Support Staff (as recognized by the Public Employee Labor Relations Board), hereinafter referred to as the Union.

**ARTICLE II  
PURPOSE**

The purpose of this agreement is to foster harmonious relations between the employer and the Union, and to establish in a collective bargaining agreement, levels of wages, hours, and conditions of employment.

**ARTICLE III  
RECOGNITION**

1. The Town recognizes the Union as the exclusive bargaining agent for:

All permanent members of the Town's Support Staff to include the classification of:

Utility Billing Clerk	Data Entry Technician-(Technical Assistant to the Data Processing Manager)
Secretary	Receptionist
Assistant Town Clerk/Collector	Environmental Project Inspector
Administrative Aide	Building Inspector
Clerk	Code Enforcement Officer
Deputy Town Clerk/Collector	Senior Accounting Clerk
Accounting Clerk	Agency Fee Clerk
Custodian	Water Utility Clerk
Appraisal Technician	Permit Technician
Human Service Specialist	

2. The term "employee" as used herein refers to members of this unit as listed above.

**ARTICLE IV  
EXCLUSIONS**

1. The agreement excludes the current or future classifications of:

Admin. Asst. to the Director of Public Works	Town Clerk/Tax Collector
Secretary to the Police Chief	Finance Director
Sr. Dispatcher Fire Communications	Assistant Assessor
Law Clerk	Town Planner
Accounting Coordinator	Town Engineer
Data Processing Senior Programmer	Zoning Administrator
Maintenance Workers	Recreation Director
Secretary to Legal Officer	Pond Director
Legal Officer	Civil Engineer
Director of Public Works	Technical Draftsperson (Assistant Planner)
  
2. The inclusion or exclusion in the bargaining unit of new personnel classification established by the Town subsequent to the effective date of this agreement 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.

**ARTICLE V  
NON-DISCRIMINATION**

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, marital status, sexual orientation, national origin, political affiliation, or membership or non-membership in the Union.

**ARTICLE VI  
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 negotiations 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 qualification, 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 and 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 judgement it deems necessary to maintain the efficiency of Town operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the Town operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the Town in cases of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith; and g) the right to subcontract.

Nothing in this agreement shall be construed to limit the right of supervisory personnel to command and direct employees as their judgement determines appropriate in any and all emergency situations as they deem to be appropriate.

3. 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 X whenever such grievances exist.

#### **ARTICLE VII SAVINGS CLAUSE**

1. If any provisions of this agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of this agreement shall be in full force and effect.
2. The parties to this agreement agree to meet to negotiate only on the specific article, section or portion thereof, which has been declared invalid, but neither party is required to make concessions in order to reach agreement on the specific article or section in question.
3. Unless in conflict with the terms of this Agreement, all policies, rules and practices of the Town of Hudson will remain in effect as applicable to unit members through June 30, 1993.

#### **ARTICLE VIII DISCIPLINE AND TERMINATION FOR JUST CAUSE**

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken.

Just cause shall include, but not be limited to the following: a) medically diagnosed incapacity to perform assigned duties following review and determination by the ADA Compliance Team to ascertain the extent, if any, to which reasonable accommodations should be made regarding the medical incapacity; b) incompetence; c) behavior incompatible with effective conduct of duty; d) behavior detrimental to the Town, or e) failure to carry out assigned duties.

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

1. Verbal warning
2. Written Warning
3. Suspension without pay
4. Discharge

B. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the Employee as an acknowledgement of the action only. The Employee and the Union will receive a copy of such warnings and notices at the time the action is taken.

A written record of disciplinary action is retained in the personnel file of the effected employee. Said disciplinary action does, however, have less significance with the passage of time. An employee may request that the Board of Selectmen remove documentation regarding disciplinary action from his/her personnel file after a minimum of one (1) year from the issuance of such action. The Board of Selectmen may authorize removal of such if in his/her opinion the employee has demonstrated that the problem causing the discipline has been solved and that there have been no reoccurrences or a continuation of the unacceptable behavior/performance during the intervening period.

Should the Board of Selectmen decide against removal he/she shall notify the employee in writing stating the reasons for such denial.

- C. Employees may examine and make copies of their own individual personnel files at reasonable times under the direct supervision of the employer.

Nothing herein shall serve to deprive an employee of his rights under the law.

#### **ARTICLE IX CONSULTATION**

1. Representatives of the Union may meet with the Chairman of the Board of Selectmen or his/her designee 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 Chairman of the Board of Selectmen or his/her designee no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chairman of the Board of Selectmen or his/her designee, additional matters for discussion may be placed on the agenda provided that the Union has adequate notification as to the nature of the added items. Nothing herein shall prevent the Chairman of the Board of Selectmen or his/her designee and the Union from meeting on a less frequent basis by mutual agreement.
2. Nothing herein shall prevent the Union from consulting with the Chairman of the Board of Selectmen or his/her designee 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.

#### **ARTICLE X GRIEVANCE PROCEDURES**

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 Department Head 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 Department Head 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 Department Head, he/she may file, within five (5) workdays following the Department Head'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 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 received the grievance and prior to 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 an employee or the Local on behalf of the employee is not satisfied with the decision of the Board of Selectmen or their designee, the Local 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.

## **ARTICLE XI NO STRIKE**

The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage.

## **ARTICLE XII 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 departments 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 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 Board of Selectmen.

**ARTICLE XIII  
HOLIDAY RATE OF PAY**

1. All employees with appointments of fifty percent (50%) or greater shall be paid for the following named holidays and any other day proclaimed as a holiday by the Town: (employees with less than a 100% appointment will receive a pro-rata benefit based upon their average number of hours in a day)
 

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Civil Right's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas
	One Floating Holiday
2. Where conflict exists between the State and National holiday, the Board of Selectmen shall determine the day to be celebrated.
3. When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed. Any employee required to work on a holiday will receive full pay for the time worked in addition to holiday pay for that day.
4. To receive holiday pay, an employee must work the scheduled working day before and after the holiday unless on authorized leave.
5. The Board of Selectmen shall designate one (1) day per calendar year as a "floating holiday."

**ARTICLE XIV  
BEREAVEMENT LEAVE**

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, significant other 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	

### ARTICLE XV VACATION

1. Only employees on a percent time appointment of 50%-74% are eligible for the Vacation benefit outlined in this Article. Employees in permanent percent-time positions of fifty-percent (50%) to seventy-four percent (74%) shall receive vacations on a pro-rata basis.

2. Vacation is time earned on a monthly basis and allowed to be used by the employee for rest and relaxation. No employee may draw vacation time until he/she has satisfactorily completed his/her probationary period.

3. The full-time (100%) earning rate for vacation used to calculate the appropriate pro-rata benefit for percent time employees is:

\* More than six (6) months but less than six (6) years service:

5/6 days per month = two (2) weeks/year

\* More than six (6) years but less than fifteen (15) years service:

1 ¼ days/month = three (3) weeks/year

\* More than fifteen (15) years of service:

1 2/3 days/month = four (4) weeks/year

4. No employee shall be permitted to accrue in excess of one and one-half (1½) times his/her normal annual earned vacation; i.e., employees who earned ten (10) days of vacation per year shall have no more than fifteen (15) days earned vacation to his/her credit at any one time; employees who earned fifteen (15) days of vacation per year shall have no more than 22½ days earned vacation to his/her credit at any one time.

5. Upon termination of employment, an employee shall be paid all accrued vacation. Upon death, it shall be paid to his estate or his designated beneficiary.

6. Employees shall be allowed to use vacation one day at a time with twenty-four (24) hours notice.



Employees, prior to their scheduled vacation time of at least one (1) week's duration, may request from the Town, and receive, their vacation pay in advance. An advance notice of two (2) weeks preceding the issuance of the vacation payment is required.

#### **ARTICLE XVI SICK LEAVE**

1. Only employees on a percent time appointment of 50%-74% are eligible for the Sick Leave benefit outlined in this Article. Employees in permanent percent-time positions of fifty-percent (50%) to seventy-four percent (74%) shall receive sick leave on a pro-rata basis.
2. Sick leave shall accumulate at the rate of one (1) day per month, up to a maximum of sixty (60) days. At the end of every calendar year, any sick leave not taken shall be carried over, based on the number of days left as of December 31st of that year but in no case shall accumulated days exceed sixty (60).
3. Sick days are only to be used for legitimate illness of the employee.
4. Abuse of this privilege shall be grounds for termination.
5. Absences due to the pregnancy of an employee will be treated as other debilitating medical conditions. If an employee is unable to work because of medical conditions associated with child-bearing, she may utilize her sick leave benefits.
6. On written application, and with approval of the Town Administrator, an employee may transfer not more than 25% of his or her accumulated earned time, vacation time and/or sick time to another employee in order to assist such other employee in a bone fide emergency, where such assisted employee has exhausted his or her accumulated earned time or Vacation/Sick time.

#### **ARTICLE XVII 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 XIV)

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 <u>Service</u>	<u>Day Accrued</u> <u>Per Hour</u>	<u>Days Accrued (Approx)</u> <u>Per Month</u>	<u>Annual</u> <u>Days</u>
0 thru 1	.0096	1.67	20
1 thru 2	.0101	1.75	21
2 thru 3	.0106	1.83	22
3 thru 4	.0110	1.92	23
4 thru 5	.0115	2.0	24
5 thru 15	.012	2.08	25
after 15	.0144	2.5	30

(\* 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 Days 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. Earned days may be used in units of one or more hours.
  - 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.

- a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
  - 1) Use of Pool days may begin on the sixth consecutive work day absence due to illness, injury, or other disability.
  - 2) A physicians' report must accompany the request to use Pool days.
  - 3) It is not necessary to use up all earned Days before using Pool Days.
  - 4) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
  - 5) Periodic doctor's reports may be required.
  - 6) 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.

#### 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 ninety (90) days.
- b) Employees hired after July 1, 2004 shall be permitted to carry over to future years accrued time up to a maximum of sixty (60) days.

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.

## Annual Buyout

Employees 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 1<sup>st</sup> or December 1<sup>st</sup>. Payment will be made in the last paycheck of the calendar or fiscal year, respectively.

## ARTICLE XVIII MATERNITY LEAVE

1. The inability to work due to pregnancy, as diagnosed by a physician, shall be considered a non-job related disability for a female employee so affected and she shall be entitled to the same benefits as any employee unable to work due to a non-job related illness or disability.

## ARTICLE XIX 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.

## ARTICLE XX INSURANCE

### 1. Hospital/Health Insurance Coverage

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 single prior to July 1, 2014 shall receive insurance at no charge until a life changing event.

The Town and the UNION agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so called "Cadillac Tax," as it may be amended, shall also follow the procedure below:

- a. It is agreed that the Town or UNION may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the UNION in obtaining plan design and pricing information from insurance providers.
- b. If within ninety (90) days of either parties' request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
  1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article Eleven, Section 2, Step 3.
  2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
  3. The Town and the UNION shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the UNION shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
  4. The arbitrator shall be empowered to select either the Town's proposal or the UNION's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

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 on or before 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 July 1, 2014.
- that receive a flex payment for health insurance, will continue to receive a flex payment equal to that which they receive as of July 1, 2014.
- that receive a flex payment for dental insurance, will continue to receive a flex payment as agreed upon in the CBA.
- employees who are single as of July 1, 2014 will receive health insurance at no charge.

All four (4) above mentioned statements will hold true until a life changing event takes place; at which point the employee would be entitled to the benefits listed directly above consistent with those received by employees hired after July 1, 2014.

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, 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.

2. Life Insurance

The Town agrees to provide term life insurance equal to one (1) years' salary at the employee's base rate for employees.

3. Sickness and Accident Insurance, Long Term Illness and Accident Insurance, and Dental Insurance

These insurance benefits will be provided at the level and within the conditions in effect on June 30, 1991, for the duration of this agreement. Further, the Town agrees that during the term of this agreement, unit members shall suffer no increase in premium costs for such insurance, except as may be the case for their fifty percent (50%) share of health care coverage for families.

4. Workers' Compensation

The Town will pay to an employee, absent as a result of an employment related disability, an amount, which for the first thirty (30) days, when added to any workers' compensation benefits payment or any

payment from any other benefits program paid for in whole or in part by the Town received during this period by the employee shall insure that the employee receives an amount equal to his/her normal pay. Should any disability caused by Town employment continue beyond thirty (30) consecutive calendar days, the employee will receive from the Town supplemental income which when added to workers' compensation benefits to which he/she may be entitled by state law, shall total not more than seventy percent (70%) of the employee's normal rate of pay during the term of the disability or until age sixty-five (65), whichever shall occur first. The Town's supplemental income portion shall not exceed sixty percent (60%) of the employee's regular rate of pay. At any time after thirty (30) days of a job related disability the employee may request that accumulated earned time be used to supplement the payments noted above. In no case shall the combination of Town provided coverage, workers' compensation payments and earned time equal more than one hundred percent (100%) of the employee's regular rate of pay. (See Flex Benefit Plan Attached).

5. Retirement

The Town of Hudson agrees to provide retirement coverage and benefits as prescribed and to the extent required by New Hampshire law. Employees' contributions will be offered on the basis of tax-sheltered contributions (thus reducing the gross taxable income at time of deduction from wages) unless otherwise directed by the employee.

6. Flexible Benefits

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.

7. All insurance coverages will begin on the first of the month following the member's date of hire, but no sooner than thirty (30) days after his/her date of hire. (For example, an employee hired during the month of March would be covered beginning May 1<sup>st</sup>.)

8.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.

**ARTICLE XXI  
PAYROLL DEDUCTION OF DUES**



Upon the presentation of a signed authorization card by the employee 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 or Local 1801 once a month along with the statement indicating who has paid dues or agency fees.

2. 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 as provided in Section 1 above. Such a representation fee shall commence thirty (30) days from the date of eligibility to join the Union or the effective date of this agreement, whichever is later.
3. The Union shall reimburse the Town for any expenses 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.
4. The Union will keep the Town informed of the correct name and address of the Treasurer and Stewards of Local 1801, AFSCME.
5. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

## ARTICLE XXII WAGES AND HOURS

1. ~~Effective July 1, 2010~~2016, July 1, 2011-2017 and July 1, 2012-2018, ~~July 1, 2013, July 1, 2014 and July 1, 2015,~~ the salary schedule shall be adjusted by ~~zero~~ two percent (2%) as provided in Appendix A-1. .

~~Effective July 1, 2014, all eligible employees shall be moved one step on the salary schedule, in lieu of moving a step on their anniversary date.~~

~~Effective July 1, 2015, all eligible employees shall be moved one step on the salary schedule, in lieu of moving a step on their anniversary date.~~

Effective July 1, 2016, employees in the Grade Three positions of Assistant Town Clerk/Tax Collector; Sewer Utility Clerk; and Water Utility Clerk, shall receive a one time pay adjustment of three percent (3%), in addition to the two percent (2%) increase described above.

Effective July 1, 2016, the Deputy Town Clerk/Tax Collector shall receive a one time pay adjustment of five percent (5%), in addition to the two percent (2%) increase described above.

Employees shall be granted movement from step one (1) to step two (2) upon successful completion of probation.

2. The minimum work week for all full-time employees is normally 40 hours, but shall vary in accordance

with various department's schedules (an exception exists in the case of Deputy Town Clerk/Tax Collector where a full-time schedule may be as few as 31½ hours per week). Flex-time schedules may be established to address the needs of the Town. No workday shall consist of more than a 10-hour normal day schedule.

- a) Earned Time and paid holidays occurring during the week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.
- b) Emergency work. It shall be the duty of all employees to make themselves available during the course of emergencies. Refusal to perform emergency work without justification may result in disciplinary action.

3. 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 two (2) 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 two (2) hours minimum guarantee may be called back for additional emergency or overtime without an additional two (2) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least two (2) 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 two (2) hours 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 two (2) hour minimum guarantee.

4. Employees who are not able to work on any day or any part of a day must notify their immediate supervisors less than one-quarter hour after the start of the workday. If the immediate supervisor is not available, the Department Head or a person authorized to take his/her place shall be notified.
5. Any absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific granting of a leave of absence will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.
6. Employees on a flex-time schedule shall be paid at 1.5 times their straight time hourly rate for hours worked beyond forty hours per week or 10 hours in a day.
7. Determination of qualifying hours for overtime pay will consider:
  - a) Holidays
  - b) Earned Time
  - c) Training time approved by the Town
  - d) Other absences - no other absences shall be considered as time worked for the purpose of determining eligibility for overtime pay.

8. Employees may be released from work, with pay, at the discretion of the Chairman of the Board

of Selectmen or his/her designee in cases of disaster or extreme emergency in order to protect the lives and safety of unit employees. If the released time is for a period of more than one (1) work day the employees will be required to make up the time or utilize (Earned Time/Vacation) to cover the absence.

9. Longevity Incentive. All employees will receive a one-time award of five (5) non-lapsing personal days upon completion of twenty (20) years of service to the Town of Hudson. These days may not be sold back to the Town and will not be paid out when leaving employment.

### **ARTICLE XXIII EDUCATION BENEFITS**

1. Courses which are a requirement of the job shall be paid for entirely by the Town.
2. All courses must be approved by the Department Head to be eligible for reimbursement by the Town.

### **ARTICLE XXIV 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.
2. 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 revoke dues deductions.

### **ARTICLE XXV PROMOTIONS AND TRANSFERS**

1. Unit vacancies, to be filled, will be posted on the bulletin boards located in Town Hall for a period of five (5) working days prior to the employment or promotion of an applicant for such positions.  
Management shall make a determination of the filling of such posted position no later than 30 working days after the close of the posting period.
2. When an employee receives a promotion to a higher pay grade he/she will be assigned to the step in the new pay grade that is the next higher to their step prior to promotion. His/her anniversary date changes to the date of promotion. An employee who is transferred laterally, within the same pay grade, maintains their existing step and anniversary date.
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. Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.
6. 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.
7. The provisions of Article XXV are subject to the grievance and arbitration procedure.

#### **ARTICLE XXVI SAFETY SHOE AND CLOTHING ALLOWANCE**

1. Footwear. The Town will provide an allowance of up to one hundred seventy five dollars (\$175.00) to each Custodian, Environmental Project Inspector, Building Inspector/Health Officer, Appraisal Technician and Code Enforcement Officer to purchase appropriate shoes or boots from an authorized supplier as provided by the Town.
2. Effective July 1, 2007, Custodians, Environmental Project Inspector, Building Inspector/Health Officer and Code Enforcement Officers will be issued the following uniform items; five (5) short sleeve polo shirts, five (5) long sleeve polo shirts, five (5) pairs of pants, one (1) lightweight jacket and one (1) winter jacket. New hires will be given an initial uniform issue upon completion of their probation. Replacement of uniform items will be made on an as needed basis either due to wear or damage.

#### **ARTICLE XXVII 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.

### **ARTICLE XXVIII 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.

#### **ARTICLE XXIX UNION BUSINESS**

One (1) Union representative shall be granted up to two (2) days to attend the AFSCME Council 93 Annual Convention. Thirty-days (30) notice in writing is required as prerequisite to qualification for pay for any Union convention.

The Town agrees that all membership meetings of the Local may be held at the Hudson Town Hall as long as the practical application of this paragraph does not hinder the normal operation of the Town Hall. All such meetings shall be scheduled in advance through the Town Administrator.

The Union shall have the right to erect a bulletin board in all buildings where bargaining unit employees normally work and its location shall be approved by the Town Administrator and the Chapter Chair of the Local.

#### **ARTICLE XXX 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. The foregoing waiver of the obligation to bargain may be superseded by mutual agreement of the parties.

#### **ARTICLE XXX DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2010 through June 30, 2016. 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 preceding expiration.

2. Failure of the Town voters to approve the funding for the Agreement will result in the resumption of negotiations at the earliest date possible.

\*\*\*\*\*

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  
TOWN OF HUDSON SUPPORT STAFF**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE TOWN OF HUDSON, NH**

\_\_\_\_\_  
Chief Negotiator

**BOARD OF SELECTMEN:**

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\_\_\_\_\_  
\_\_\_\_\_

**TOWN ADMINISTRATOR**

\_\_\_\_\_



TOWN OF HUDSON, NH											
LOCAL 1801 - ADMINISTRATIVE AND SUPPORT STAFF											
Wage Schedule Effective July 1, 2015 with 0.0% COL Adjustment											
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Vacant	\$ 13.67	\$ 13.89	\$ 14.21	\$ 14.53	\$ 14.78	\$ 15.22	\$ 15.68				
Receptionist; Clerk; Accounting Clerk	\$ 14.21	\$ 14.64	\$ 15.09	\$ 15.53	\$ 15.97	\$ 16.43	\$ 16.92	\$ 17.43			
Deputy and Asst Town Clerk/Tax Collector; Sewer Utility Clerk; Water Utility Clerk; Data Technician; Agency Fee Clerk	\$ 14.77	\$ 15.32	\$ 15.87	\$ 16.42	\$ 16.97	\$ 17.64	\$ 18.09	\$ 18.63	\$ 19.19		
Secretary I; Secretary II	\$ 15.44	\$ 15.83	\$ 16.24	\$ 16.64	\$ 17.04	\$ 17.44	\$ 17.83	\$ 18.30	\$ 18.85	\$ 19.41	
Senior Accounting Clerk; Administrative Aide II	\$ 16.04	\$ 17.00	\$ 17.93	\$ 18.87	\$ 19.85	\$ 20.45	\$ 21.06				
Custodian	\$ 16.76	\$ 17.10	\$ 17.47	\$ 17.85	\$ 18.26	\$ 18.67	\$ 19.08	\$ 19.65	\$ 20.24		
Vacant	\$ 17.47	\$ 17.85	\$ 18.26	\$ 18.64	\$ 19.04	\$ 19.61	\$ 20.20				
Appraisal Technician	\$ 18.24	\$ 18.63	\$ 19.03	\$ 19.44	\$ 19.87	\$ 20.47	\$ 21.08				
Vacant	\$ 19.02	\$ 19.44	\$ 19.87	\$ 20.29	\$ 20.75	\$ 21.37	\$ 22.01				
Human Services Specialist; Permit Technician	\$ 19.86	\$ 20.28	\$ 20.75	\$ 21.21	\$ 21.66	\$ 22.31	\$ 22.98				
Vacant	\$ 20.73	\$ 21.20	\$ 21.65	\$ 22.13	\$ 22.63	\$ 23.07	\$ 23.55	\$ 24.26	\$ 24.98		
Environmental Project Inspector; Code Enforcement Officer; Building Inspector	\$ 21.65	\$ 22.13	\$ 22.62	\$ 23.12	\$ 23.93	\$ 24.45	\$ 24.87	\$ 25.38	\$ 26.14	\$ 26.93	

TOWN OF HUDSON, NH											
LOCAL 1801 - ADMINISTRATIVE AND SUPPORT STAFF											
Wage Schedule As of July 1, 2016 with 2% COLA											
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Receptionist; Clerk; Accounting Clerk	\$ 14.49	\$ 14.93	\$ 15.39	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.26	\$ 17.78			
Data Technician; Agency Fee Clerk	\$ 15.07	\$ 15.63	\$ 16.19	\$ 16.75	\$ 17.31	\$ 17.99	\$ 18.45	\$ 19.00	\$ 19.57		
Secretary I; Secretary II	\$ 15.75	\$ 16.15	\$ 16.56	\$ 16.97	\$ 17.38	\$ 17.79	\$ 18.19	\$ 18.67	\$ 19.23	\$ 19.80	
Assistant Town Clerk/Tax Collector;	\$ 15.51	\$ 16.09	\$ 16.66	\$ 17.24	\$ 17.82	\$ 18.52	\$ 18.99	\$ 19.56	\$ 20.15		
Sewer Utility Clerk; Water Utility Clerk;											
Deputy Town Clerk/Tax Collector	\$ 17.58	\$ 18.18	\$ 18.89	\$ 19.37	\$ 19.95	\$ 20.55					
Senior Accounting Clerk; Administrative Aide II	\$ 16.36	\$ 17.34	\$ 18.29	\$ 19.25	\$ 20.25	\$ 20.86	\$ 21.48				
Custodian	\$ 17.10	\$ 17.44	\$ 17.82	\$ 18.21	\$ 18.63	\$ 19.04	\$ 19.46	\$ 20.04	\$ 20.64		
Appraisal Technician	\$ 18.60	\$ 19.00	\$ 19.41	\$ 19.83	\$ 20.27	\$ 20.88	\$ 21.50				
Human Services Specialist; Permit Technician	\$ 20.26	\$ 20.69	\$ 21.17	\$ 21.63	\$ 22.09	\$ 22.76	\$ 23.44				
Environmental Project Inspector;											
Code Enforcement Officer; Building Inspector	\$ 22.08	\$ 22.57	\$ 23.07	\$ 23.58	\$ 24.41	\$ 24.94	\$ 25.37	\$ 25.89	\$ 26.66	\$ 27.47	
<b>Town Counter Proposals</b>											
delete all "vacant" grades (no job classifications)											
leave Data Technician and Agency Fee Clerk on a separate grade level											
break out Assistant TC/TC, Sewer Utility Clerk, Water Utility Clerk with a 5% increase from current grade, move below Secretary grade											
break out Deputy TC/TC with a 2% incremental increase from Assistant TC/TC Steps 4-9 and move below Assistant TC/TC											

TOWN OF HUDSON, NH										
LOCAL 1801 - ADMINISTRATIVE AND SUPPORT STAFF										
Wage Schedule As of July 1, 2017 with 2% COLA										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Receptionist; Clerk; Accounting Clerk	\$ 14.78	\$ 15.23	\$ 15.70	\$ 16.16	\$ 16.62	\$ 17.09	\$ 17.61	\$ 18.14		
Data Technician; Agency Fee Clerk	\$ 15.37	\$ 15.94	\$ 16.51	\$ 17.09	\$ 17.66	\$ 18.35	\$ 18.82	\$ 19.38	\$ 19.96	
Secretary I; Secretary II	\$ 16.07	\$ 16.47	\$ 16.89	\$ 17.31	\$ 17.73	\$ 18.15	\$ 18.55	\$ 19.04	\$ 19.61	\$ 20.20
Assistant Town Clerk/Tax Collector;	\$ 15.82	\$ 16.41	\$ 16.99	\$ 17.58	\$ 18.18	\$ 18.89	\$ 19.37	\$ 19.95	\$ 20.55	
Sewer Utility Clerk; Water Utility Clerk;										
Deputy Town Clerk/Tax Collector	\$ 17.93	\$ 18.54	\$ 19.27	\$ 19.76	\$ 20.35	\$ 20.96				
Senior Accounting Clerk; Administrative Aide II	\$ 16.69	\$ 17.69	\$ 18.66	\$ 19.64	\$ 20.66	\$ 21.28	\$ 21.91			
Custodian	\$ 17.44	\$ 17.79	\$ 18.18	\$ 18.57	\$ 19.00	\$ 19.42	\$ 19.85	\$ 20.44	\$ 21.05	
Appraisal Technician	\$ 18.97	\$ 19.38	\$ 19.80	\$ 20.23	\$ 20.68	\$ 21.30	\$ 21.93			
Human Services Specialist; Permit Technician	\$ 20.67	\$ 21.10	\$ 21.59	\$ 22.06	\$ 22.53	\$ 23.22	\$ 23.91			
Environmental Project Inspector;										
Code Enforcement Officer; Building Inspector	\$ 22.52	\$ 23.02	\$ 23.53	\$ 24.05	\$ 24.90	\$ 25.44	\$ 25.88	\$ 26.41	\$ 27.19	\$ 28.02

TOWN OF HUDSON, NH										
LOCAL 1801 - ADMINISTRATIVE AND SUPPORT STAFF										
Wage Schedule As of July 1, 2018 with 2% COLA										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Receptionist; Clerk; Accounting Clerk	\$ 15.08	\$ 15.53	\$ 16.01	\$ 16.48	\$ 16.95	\$ 17.43	\$ 17.96	\$ 18.50	\$ 20.36	
Data Technician; Agency Fee Clerk	\$ 15.68	\$ 16.26	\$ 16.84	\$ 17.43	\$ 18.01	\$ 18.72	\$ 19.20	\$ 19.77	\$ 20.36	\$ 20.60
Secretary I; Secretary II	\$ 16.39	\$ 16.80	\$ 17.23	\$ 17.66	\$ 18.08	\$ 18.51	\$ 18.92	\$ 19.42	\$ 20.00	
Assistant Town Clerk/Tax Collector;	\$ 16.14	\$ 16.74	\$ 17.33	\$ 17.93	\$ 18.54	\$ 19.27	\$ 19.76	\$ 20.35	\$ 20.96	
Sewer Utility Clerk; Water Utility Clerk;										
Deputy Town Clerk/Tax Collector	\$ 18.29	\$ 18.91	\$ 19.66	\$ 20.16	\$ 20.76	\$ 21.38				
Senior Accounting Clerk; Administrative Aide II	\$ 17.02	\$ 18.04	\$ 19.03	\$ 20.03	\$ 21.07	\$ 21.71	\$ 22.35			
Custodian	\$ 17.79	\$ 18.15	\$ 18.54	\$ 18.94	\$ 19.38	\$ 19.81	\$ 20.25	\$ 20.85	\$ 21.47	
Appraisal Technician	\$ 19.35	\$ 19.77	\$ 20.20	\$ 20.63	\$ 21.09	\$ 21.73	\$ 22.37			
Human Services Specialist; Permit Technician	\$ 21.08	\$ 21.52	\$ 22.02	\$ 22.50	\$ 22.98	\$ 23.68	\$ 24.39			
Environmental Project Inspector;										
Code Enforcement Officer; Building Inspector	\$ 22.97	\$ 23.48	\$ 24.00	\$ 24.53	\$ 25.40	\$ 25.95	\$ 26.40	\$ 26.94	\$ 27.73	\$ 28.58

APPENDIX B1

NHMA HEALTH TRUST, INC.  
 FLEX PLAN DESIGN  
TOWN OF HUDSON

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

**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	Outlined in Article XX, Section 1
Dependents	Outlined in Article XX, Section 1
Dental: Employee	Outlined in Article XX, Section 1
Dependents	Outlined in Article XX, Section 1

2. Employees can opt out of medical and/or dental plans and receive an opt out payment in accordance with Article XX, Section 1 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 payments in accordance with Article XX, Section .
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.
6. Other than a life event change (marriage, birth, divorce, etc.) employees may change their benefit situation only during the annual re-enrollment period.