

AGREEMENT BETWEEN  
THE TOWN OF MOULTONBOROUGH  
NEW HAMPSHIRE  
AND

THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL  
CIO - LOCAL 534  
MOULTONBOROUGH PUBLIC WORKS  
EMPLOYEES

April 1, 2020 - March 31, 2023

**Tentative Agreement**  
**10/08/2019**

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## APPENDIX A      WAGE RANGES

### ARTICLE 1- PURPOSE AND PARTIES

This Agreement is entered into by and between the Town of Moultonborough, New Hampshire, hereinafter referred to as the Town, and Local 534, American federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, pursuant to New Hampshire Revised Statutes Annotated, RSA 273-A. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, and to provide for the equitable and peaceful adjustment of contractual differences which may arise, through proactive, constructive, and cooperative interaction, and to continue the existing harmonious relationship between the Town and its employees, and to promote the efficiency, morale, wellbeing, and security of said employees, and to establish proper standards of wages and benefits, hours, and other conditions of employment.

The parties agree to not discriminate against any employee because of race, color, creed, national origin, sex, sexual orientation, pregnancy marital status, military status, handicap status, or any other legally protected class status.

### ARTICLE 2- RECOGNITION

The Town, as ordered by the New Hampshire Labor Relations Board in decision No. 2018-223/Case No. G-0270-1, on December 26, 2018, hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, settlement of grievances, and other terms and conditions of employment for all Landfill Attendants, Equipment Operators, Mechanic, Laborer/Truck Driver and Highway Office Clerk employed by the Town of Moultonborough in its Public Works Department, hereinafter referred to as the Department.

### ARTICLE 3 - TERM

This Agreement shall be in full force and effect upon the ratification of the cost items by the voters at the March 2020 Town Meeting and shall remain in full force and effect through midnight of March 31, 2023 unless otherwise terminated by mutual agreement of the parties. Should one party desire to negotiate a successor agreement it shall provide notice in writing to the other party no less than 180 days before its expiration and no more than 240 days prior to its expiration. Upon said notice the parties shall convene within 30 days to commence negotiation of such a successor agreement.

### ARTICLE 4 - DEFINITIONS & ENTERPRETATIONS

Whenever used in this agreement, the following terms and words shall be defined as indicated below:

DAYS: A calendar day without exclusion as to whether or not a day fell on a Saturday, Sunday or legal holiday.

FULL TIME: A person working a regularly scheduled work week of 40 hours on a year round basis.

GENDER: Whenever a male gender is used in this Agreement it shall be construed to include and refer to all employees in job classifications regardless of gender.

GRIEVANCE: An alleged violation, misinterpretation, or misapplication with respect to one or more employees of the express provisions of this Agreement.

IMMEDIATE FAMILY: Spouse, child, stepchild, mother, father, or a person living in the employee's household.

REGULAR: A person who has successfully completed an initial period of employment in a probationary status as defined in the Town's Personnel Policy.

SENIORITY: A position occupied in a ranking of employees by their greatest continual length of time in the employ of the Town or in a specific position as dictated by the application of the specific contract provision.

## ARTICLE 5 - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Town retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Town or any part of the Town. All rights and responsibilities not specifically modified by this Agreement shall continue to remain as the sole and exclusive function of the Town.

The Town shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms thereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include, but not be limited to, the following:

- a. To direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
- b. To determine the total number of employees required to perform the duties of the Department, and to adjust the assignment of those employees as necessary for the efficient management of the department.

- c. To relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- d. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- e. To establish, revise, and implement standards for hiring, classification, promotion, evaluation, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Town must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
- f. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- g. To assign and distribute work.
- h. To assign shifts, workdays, hours of work, and work locations.
- i. To determine the need for and the qualifications of new employees, transfers, and promotions.
- j. To discipline, suspend, demote or discharge an employee for just cause.
- k. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the Town.

Nothing in this Agreement shall be construed to limit the right of the Public Works Director, or his/her designee, hereinafter referred to as the Director, to direct the Department in any and all emergency situations as deemed appropriate.

## ARTICLE 6 - UNION & EMPLOYEE RIGHTS

The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. There shall be no discrimination, interference, restraint, or coercion by the parties against any employee for his/her activity on behalf of the Union, or his/her membership or non-membership in the Union.

### 6.1 Union Membership

The Union will represent its members with respect to all matters contained herein. However, membership in the Union is not mandatory. Therefore, the Town recognizes that non-members who request that the Union provide grievance representation shall be charged the full fair cost to the Union of such non-member representation as the Union may establish from time to time. If the non-member shall be represented by the Union in a grievance and they notify the Union they wish to withdraw the grievance, or the Union shall in its sole discretion determine it shall not represent or continue to represent the non-member then the Union shall notify the Town forthwith in writing.

## 6.2 Union Dues

The Town agrees to deduct Union dues, on an even bi-weekly deduction basis, from all employees who are covered by this agreement who are Union members and to turn said deductions over on a monthly basis to:

AFSCME Council 93  
Attn: Business Manager  
8 Beacon Street  
Boston, MA 02108

If an electronic funds transfer (EFT) of said Union dues is made by the Town to the Union, then the Town shall provide on a monthly basis a statement listing those employees paying said dues.

The Town shall deduct dues from the pay of any employee who has executed a dues deduction authorization and only for the period of time authorized by the employee. The Union agrees to hold the Town harmless over any disputes arising out of the collection of said dues.

The Town shall remit to the Union, in the same manner as it remits Union dues, any voluntary payments to the Union authorized by employees who are not Union members.

## 6.3 Union Business & Stewardship

The Union shall elect a local Chapter Chair and a Steward who shall be, in descending order, the official representatives of the Union with whom the Town shall have its discussion relative to any matters relating to this Agreement. The Union shall keep the Town informed of any changes in the roster of the representatives of the Chapter.

An officer of the Union shall be allowed to take brief, periodic and reasonable amounts of time from their duty day, provided they shall first notify their immediate supervisor and obtain permission, said permission not being unreasonably withheld, to investigate Union related matters, or negotiations or conferences with the Town and/or the Director. Time spent by Officers, Representatives, and/or Stewards processing matters related to this agreement and/or the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities while on-duty shall not effect pay and benefits nor require the official to rearrange their work schedule.

The Town shall grant a collective total of nine (9) days off per fiscal year, without pay, to the members of the Union to attend the AFSCME International Convention and/ or AFSCME Council 93 Convention, training classes to further management-employee relations and the like provided they shall first notify the Director of their intended absence no less than thirty (30) days prior to said absence and obtain permission, said permission not being unreasonably denied. It is understood that time spent by Officers and Union Representatives on Union related matters while off-duty is not compensable.

The Union shall be permitted to meet at the Moultonborough Public Works Garage to conduct business matters so long as the meetings are scheduled at such a time as to not interfere with the normal business operations of the Public Works. The Union shall give a reasonable notice to the Director on such meetings.

#### 6.4 Union Bulletin Board

The Town agrees to allow the Union to have bulletin board space at the Public Works Garage and Landfill, provided that all such areas will be kept in a neat and orderly manner, and that any such usage does not interfere with the operation of the Public Works. No notice shall be posted on the Union portion of any bulletin board until it has been signed by an authorized Union representative.

### ARTICLE 7 - WORKWEEK & OVERTIME

#### 7.1 Payroll Period

Unless otherwise established by the Town, the Payroll Period shall run from Monday through Sunday and pays are issued on a bi-weekly basis.

#### 7.2 Hours of Work

The regular work week for full time employees, shall consist of a forty (40) hour workweek in five eight (8) hour shifts. All employees will be provided with at least two successive days off.

#### 7.3 Scheduling of Shifts

The Town of Moultonborough's work week begins on Monday at 12:00 a.m. (midnight) and ends on Sunday at 11:59 p.m. Because of the nature of our business, your work schedule may vary depending on your job and department. When hired, your respective Department Head will inform you of your hours of work.

#### 7.4 Call-Ins

An employee who is called in to work more than one hour prior to the regular scheduled reporting time, or is called back to work more than 1/2 hour after a shift has ended shall be credited with a minimum of three hours whether it shall have been worked in its entirety or not. If the period of the call-in exceeds three hours, the employee will be paid for the actual hours worked. An employee who is otherwise called into work prior to the regular start for their shift and who remains

at work through the regular start of their shift shall not receive the three hour minimum payment, but instead the additional work hours shall be treated in the same manner as other overtime hours

#### 7.5 Overtime Compensation

Overtime shall be paid at the rate of time and one half for all hours worked in excess of forty (40) hours in a seven day period of the payroll cycle. For the purposes of this section, the phrase "worked" shall mean (a) time spent physically performing work for which the employee is entitled to compensation, and (b) the use of absent leave which the employee has earned during the course of their employment.

### ARTICLE 8 – SENIORITY

8.1 The Town shall regularly establish a list of personnel in the department which shall show their initial date of appointment, the date of any subsequent appointment in a higher rank and other status as a Union member. In the event of persons being appointed on the same day seniority shall be determined by the alphabetical order of the last name with the person closest to the letter "A" being the more senior person. Seniority shall be broken only by resignation, discharge for just cause, leave of absence in excess of twelve (12) months, or retirement.

### ARTICLE 9 - RULES, REGULATIONS, POLICIES & PROCEDURES MANUAL

9.1 The Union accepts the Rules, Regulations, Policies and Procedures Manual and implementation directives and memorandum, hereinafter the Manual, in effect for the Department as of the signing of this Agreement in its entirety except where the Manual is in conflict with or tends to modify any clause of this Agreement, in whole or in part, in which case the Agreement will prevail. The Manual may be periodically updated as the Director and/or Town deems appropriate, subject to bargaining with the Union on such items as may be lawfully required.

### ARTICLE 10 - BENEFITS & PERSONNEL PRACTICES

10.1 The Union accepts the Moultonborough Personnel Policy and implementation directives and memorandum, hereinafter collectively the Policy, in effect as of the signing of this Agreement in its entirety except where the Manual is in conflict with or tends to modify any clause of this Agreement, in whole or in part, in which case the contract will prevail. The Policy may be periodically updated as the Town deems appropriate, subject to bargaining with the Union on such items as may be lawfully required. Without prejudice to the Town's right to make such updates as are not subject to bargaining, the Town shall give notice of



proposed changes forty five (45) days prior to the anticipated date of adoption to provide an opportunity for discussion between the parties.

## ARTICLE 11 - ABSENT LEAVE

Employees will earn a bank of leave time, and may use the same to be absent from work with pay, in accordance with the terms and conditions of this section:

11.1 Full time employees shall accrue leave time in accordance with following schedule:

| Years of Completed Service | Accrued Hours Per Week |
|----------------------------|------------------------|
| 0— 1 Years                 | 3.00                   |
| 1+ - 5 Years               | 4.00                   |
| 5+ — 10 Years              | 4.50                   |
| 10+ — 15 Years             | 5.00                   |
| 15+ - 20 Years             | 5.50                   |
| 20+ - 25 Years             | 5.75                   |
| Over 25 Years              | 6.00                   |

Part time employees shall accrue leave time on the basis of the same schedule provided that it shall be pro-rated by the percentage of time they are regularly scheduled to work.

11.2 Accruals hereunder shall be capped at 500 hours for full time employees and at 250 hours for part time employees.

11.3 Except as may otherwise be prescribed by statute, leave time shall cease to accrue upon an absence from work for more than thirty (30) days. Leave time will begin to accrue again upon the first of the month following the employee's return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

11.4 All leave, other than that being used for illness, injury, or emergency purposes must be requested in advance on the leave forms prescribed by the Town and approved by the Director prior to using the leave time. The use of all other leave time shall be documented upon a form to be prescribed by the Director. Requests for 3 or more days shall be submitted at least two weeks in advance of the requested leave dates whenever possible. Leave Time may be taken only if the request is approved by the Department Head.

11.5 With respect to the usage of leave time for illness or disability, an employee shall notify the Director at their first awareness that they will be unable to report to work as scheduled, but in no event later than one hour prior to the scheduled start of their shift, or the paid leave time may not be allowed. After three (3) continuous days of sick leave use the employee may be required to present a certification from a licensed medical practitioner, hereinafter the certification, that shall confirm that the absence was medically necessary and the expected date of follow-up and/or return to work. No continuing payments for an absence related to illness will be made without such a certification having been filed. No return to work will be allowed without a certification as to the employee's fitness to return to the duties of the position occupied.

The Town reserves the right, at its expense, to refer any employee returning to work under a certification to its physician for a second opinion and certification as to fitness for duty. When the Director has a reasonable belief that the employee is inappropriately representing that the use of absent leave is for an illness, he/she shall so notify the employee and upon a subsequent event causing a similar belief may require a certification from the employee's a licensed medical practitioner to the validity of the absence. If the certification validates the employee's use of absent leave for this purpose the Town shall be responsible to reimburse to the employee their out-of-pocket costs for obtaining such certification.

11.6 With respect to the usage of leave time for the care of members of the immediate family, no employee shall, without prior specific approval of the Town Administrator, following consultation with the Director, be allowed to be compensated for more than 3 full calendar weeks of leave at any one time.

11.7 The Town shall provide pregnant employees with an unpaid leave of absence for the period of physical disability resulting from childbirth and related health conditions. Pregnancy related leave shall run concurrent with the use of FMLA leave. The duration of the leave period shall be determined by the employee's health care provider. While on unpaid maternity leave, an employee may use absent leave until it is exhausted. The employee, prior to returning to work, shall provide the employer with a certification that the employee is able to perform his/her regular duties.

11.8 With respect to the usage of leave time to supplement workers compensation benefits in order to receive 100% of the pre-injury base weekly compensation received prior to the work related injury compensable under the worker's compensation law, the calculation of the number of hours to be used shall be made by the Town, which shall reduce any fractional hours calculated to the lower whole hour. Any such calculations by the Town shall be at its sole discretion and not subject to the grievance procedure.

11.9 Upon the employee's separation of employment with the Town, they shall be entitled to draw any remaining leave time provided that all such draws shall be capped at a maximum of 240 hours for a full-time employee and 120 hours for a part-time employee.

11.10 The parties understand that those individuals within the bargaining unit are generally classified as essential to the Town's winter operations. Therefore, with a minimum of 60 days written notice to the Director of DPW, not more than one (1) member per month during the time period from November 1<sup>st</sup> – April 30<sup>th</sup> shall be allowed to take leave for more than 1 day except for reasons of special circumstances (e.g. including such things attending weddings, a special trip to Disney during school vacation or similar special circumstances). The total number of days shall not exceed 5 consecutive scheduled work days and the total number of employees shall not exceed 3 over the course of the time period. The parties further agree this section shall not be subject to the grievance procedure beyond the Select Board and shall sunset with the expiration date of the contract.

## ARTICLE 12- HOLIDAYS

12.1 Full-time employees except those covered by employment contract or collective bargaining agreement that states otherwise, are entitled to the paid holidays listed below, provided that the employee normally works on that day and provided that the employee works his or her assigned day preceding and following the holiday. For hourly employees, holiday pay will be paid at the straight time hourly rate and will be pro-rated for employees that regularly work fewer than eight (8) hours on that day. Temporary employees are not entitled to paid holidays.

12.2 Some employees may be required to work on holidays. Employees who are required to work on a holiday may take a floating holiday. The floating holiday must be scheduled in advance, within the same pay period and approved by the respective Department Head.

12.3 Holidays:

- |                            |                           |
|----------------------------|---------------------------|
| a. New Year's Day          | f. Columbus Day           |
| b. President's Day         | g. Veteran's Day (Nov 11) |
| c. Memorial Day (Observed) | h. Thanksgiving           |
| d. Independence Day        | i. Day after Thanksgiving |
| e. Labor Day               | j. Christmas Day          |

12.4 Employees shall be paid time and one half their regular wage plus holiday pay for work actually performed on a holiday. Employees who are absent for unauthorized reasons on a day directly preceding or directly following the holiday shall forfeit pay for the holiday.

12.5 All holidays will be observed on the day designated by the Select Board.

## ARTICLE 13 - COMPENSATION & REIMBURSEMENTS

### 13.1 JOB PERFORMANCE REVIEW & MERIT PAY INCREASES

In order for the Board of Selectmen to evaluate the productivity, performance and effectiveness of Town employees, Department Heads and/or supervisory personnel will prepare a Job Performance Review of all personnel.

Employees shall be subject to job performance reviews using a form approved by the Town Administrator which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

1. Employees who are coming off a probationary period may be eligible for a merit pay rate increase as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.
2. Except as otherwise noted, performance review forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.
3. Employees who are at the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases but may be eligible for lump sum merit pay disbursements if approved by the Board of Selectmen.
4. An employee's anniversary date for the purposes of merit pay increases and job performance reviews shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.
5. The Town shall strive to complete the performance review process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date or within 30 days of April 1 as applicable.

Except as otherwise specifically amended by this Agreement, all provisions of the Town's merit and performance based pay plan as provided by the Town, governing the performance evaluation process and merit pay are within the exclusive management prerogative of the town, are not considered a part of this Agreement, shall remain in full force and effect and shall be observed by unit employees.

13.5 Employees will receive a monthly stipend of \$30 for use of personal cell phones. Paid out annually in December.

13.6 Employees will receive an annual boot reimbursement allowance of up to \$200 to purchase safety footwear for use while working.

#### ARTICLE 14 – INSURANCES

**14.1** The Town shall provide its full time employees subject to any future agreements between the parties or changes imposed by the insurance carriers outside the control of the Town, access to a group health insurance program which is substantially equivalent to the HealthTrust AB20(01 S) RXR10/25/40M10/40/70/3K(S) and HealthTrust HRAABSOS20/40/1KDED(01S)-R10/25/40M10/40/70/5K(S) , access to a group dental plan substantially equivalent to the Delta 3C program, a life insurance policy equivalent to 1 times the annual base salary rounded to the next higher \$1,000 with a maximum value of \$50,000, and a long term disability insurance policy of 60% of the employee's base monthly earnings with a maximum monthly benefit of \$6,000 and subject to a 90 day waiting period.

**14.2 Costs**

A. If hired by 1/1/2015

1. AB20(01 S) RXR10/25/40M10/40/70/3K(S) - 10% of the premium costs.
2. HRAABSOS20/40/1KDED(01S)-R10/25/40M10/40/70/5K(S) – no premium cost
3. Dental, Life & LTD - 10% of the premium costs.

B. If hired after January 1, 2015 but before April 1, 2020

1. AB20(01 S) RXR10/25/40M10/40/70/3K(S) - 15% of the premium costs.
2. HRAABSOS20/40/1KDED(01S)-R10/25/40M10/40/70/5K(S) – 5% of the premium costs.
3. Dental, Life & LTD - 15% of the premium costs.

C. If hired on or after April 1, 2020

1. AB20(01 S) RXR10/25/40M10/40/70/3K(S) - eligible to “buy up” to this plan by paying the full difference in their costs from the HRAABSOS20/40/1KDED plan described immediately below.
2. HRAABSOS20/40/1KDED(01S)-R10/25/40M10/40/70/5K(S) – 5% of the premium costs.
3. Dental, Life & LTD - 15% of the premium costs.

D. The Town shall contribute the balance of the premium costs of coverage.

**14.3** The Town, in its sole discretion, retains the right to offer additional, alternative, or better programs and the action of doing so shall not obligate the Town to continue to do so when it deems it in the best interests of the Town.

14.4 During the annual insurance open enrollment period an eligible employee may receive 50% of the cost the Town would otherwise have incurred for a single person health insurance plan, which shall be disbursed on a pro-rata basis with their compensation, if the employee elects not to have any health insurance coverage. The Opt Out cash payment will be capped at \$6000.00. The applicant for the program will be required to provide proof of health insurance coverage from other sources and execute an acknowledgment of the rules of the program. Prior to the next annual enrollment period, employees may only re-enroll in the

health insurance plan if they have a triggering "qualifying status change". Such Opt-Out payments are not used in overtime or pension calculations.

14.5 All employees shall be ineligible for a Town contribution to the various insurance programs upon the date of their separation from the service of the Town. They shall, however, be eligible to continue various policies for the balance of the month and thereafter in accordance with the Town's COBRA procedures and any conversion rules established by the programs.

#### 14.6 Cadillac Tax

A. In the event that the health benefit plan offered in accordance with this Agreement becomes subject to the excise tax on high cost health plans, the Town shall provide the Union with notice within seven (7) days of the employer becoming aware that the plan may be subject to the tax based on prospective costs exceeding the applicable dollar limit established pursuant to 26 U.S.C. § 49801. The notice will include the prospective costs of the plan(s) and be accompanied by statements from the health insurer, carrier, and/or plan actuary certifying that costs for the ensuing plan year shall exceed the applicable limit. The Employer shall promptly provide the Union with information relevant and necessary to verifying prospective plan costs subject to any restrictions under law. .

B. Within thirty (30) days of the notice described in subsection A above, the Town shall provide the Union with plan design change options (increases in co-insurance, co-payments, deductibles, narrower networks, higher out of pocket limits, etc.) accompanied by the cost reduction to the plan associated with each change. The Employer shall obtain estimated plan cost reductions for other plan design options proposed by the Union. The Union shall select from the plan design options offered by the Town plan changes including the options proposed by the Union that will reduce prospective plan costs below the applicable dollar limits. In the event that the Union fails or refuses to select plan changes, the Town may implement a plan change of its choosing that will reduce prospective plan costs below the applicable dollar limits.

C. Fifty percent (50%) of the Town's costs savings resulting from plan design changes shall be used to offset required health care benefit contributions from employees. Upon application of the plan design cost savings, the employee percentage contribution in each year described in Article III shall not change, but the Town shall reduce the total amount paid by employees by the amount saved by the Town at each tier level.

Any apportionments of payments or amounts owed under this Article shall be made by dividing the number of whole months, left in the period (a resignation on April 14 with a fiscal year ending December 30 has 8 whole months left in the year) divided by 12 multiplied by the amount having been paid ( $8/12 * \$1,000$  equals \$667 due back to the Town).

## ARTICLE 15 - UNIFORM & EQUIPMENT

The Town shall issue uniforms and equipment for employees to perform their job in a proper manner and with a proper look of professionalism that reflects well upon the Town. The required inventory of such items shall be as established by the Town and from time to time adjusted by the Town in its Policy. All items issued are the property of the Town. Employees are required to wear the uniforms provided by the Town unless otherwise excused under Town policy.

If an employee's employment with the Town is terminated for any reason during the course of the year, the employee shall return all uniforms and equipment issued to them as property of the Town.

In the instance of damage to the items which renders the item unusable, the Town shall generally issue a new item to the employee. If, in the opinion of the Director, the item is rendered unusable due to neglect, misuse, lack of proper care or negligence by the employee, a new item will not be issued.

## ARTICLE 16 GRIEVANCE AND ARBITRATION

### 16.1 Filing

Prior to the filing of a grievance, the grievant(s) and/or Union Representative will make every effort to resolve the matter orally with the appropriate supervisor. If this discussion fails to resolve the matter within 7 days, or the appropriate supervisor is not available during that time period, a formal grievance may then be filed, by an employee or employees or the union on their behalf, in writing on a form to be agreed upon by the parties which shall be used to track all actions on the grievance, in accordance with the provisions of this article. Said form shall include:

- a. The nature and facts pertaining to the grievance including the date upon which the incident or matter giving rise to the grievance occurred;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The alleged violation, misinterpretation, or misapplication of the agreement including a specific reference to the Agreement;
- d. The remedy that is desired; and
- e. The signature of the grievant and/or the Union official.

A failure to follow the process detailed herein shall be deemed a waiver of the grievance.

### 16.2 Processing

A formal grievance must start at Step 1, unless otherwise noted, and proceed through each Step thereafter until a settlement is reached. If a grievance is settled in any one of the steps, it will be considered closed and the grievance will not be subject to the grievance procedure thereafter.

Step 1: The grievance will be presented to the immediate supervisor within fourteen days of the incident or matter alleged to be suitable for this process. The immediate supervisor shall have fifteen (15) days to respond to the grievant in writing. If the grievance is directed •at the immediate supervisor, the grievance may start at Step 2.

Step 2: Failing a settlement at Step 1, the grievant may present the grievance to the Director within seven (7) days of the receipt of the reply due in Step 1 or the expiration of the time for a response. The Director shall reply to the grievance within ten (10) days after receipt of said grievance. If the Director is unavailable for response, this time period shall be automatically extended until his/her return, but under no circumstances shall the time period be more than fifteen (15) days.

Step 3: Failing a settlement at Step 2, the grievant may present the grievance to the Town Administrator within seven (7) days of the receipt of the reply due in Step 2 or the expiration of the time for a response. The Town Administrator shall reply to the grievance within ten (10) days after receipt of said grievance. If the Town Administrator is unavailable for response, this time period shall be automatically extended until his/her return, but under no circumstances shall the time period be more than fifteen (15) days.

Step 4: Failing a settlement at Step 3 the grievant may present the grievance to the Select Board within seven (7) days of the receipt of the reply due in Step 3 or the expiration of the time for a response for consideration by the Town Administrator who shall reply in writing to the grievance within thirty (30) days after receipt of such grievance.

Step 5: Failing a settlement at Step 4 the grievant may present the grievance and all related documentation to the Union for their consideration of a request for arbitration.

### 16.3 Arbitration

If the Union is presented with a decision at Step 4 and it is not satisfied with the disposition of a grievance by the Select Board it may file in writing within seven (7) days with the Town Administrator of the Union's intent to submit the grievance to arbitration. The Union shall file its Request for Arbitration with the New Hampshire Public Employee's Labor Relations Board within seven (7) days of the filing of its notice of intent with the Town Administrator, with a copy to the Town Administrator, and the arbitrator shall be selected through the procedures of said body. The arbitrator shall have no power to add to, ignore or modify any of the terms and/or conditions of this Agreement.

If within the scope of his/her authority and under this agreement, the decision of the arbitrator shall be considered final and binding upon the Town, the Union, and the aggrieved employee. The arbitrator shall furnish a written decision within thirty (30) days of the close of the arbitration hearing. No party acting under Step 5 will have any power to award monetary damages (other than loss wages and benefits), make any changes to, modification or alteration of, addition to, or subtraction from any terms of this agreement.



All decisions rendered by the Arbitrator shall be final and binding on both the Town and the grievant/Union.

The cost and expense of the arbitrator shall be shared equally by the Town and the Union.

#### 16.4 Discussions and Settlement

This grievance procedure shall not limit the normal process of discussions between employees and/or the Union and Management in which minor issues may be resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union shall be considered a "grievance" and shall begin at the first appropriate Step.

#### 16.5 Time Limits

If the grievance is not filed within the time limits listed it shall be considered withdrawn and the matter settled. If the grievance is not answered within the time limits listed it shall be considered denied and moved to the next step.

#### 16.6 WAIVER OF TIMEFRAMES

By mutual agreement, both parties may extend the timeframes to process a grievance.

16.7 Calendar Days - All days referenced within this Article shall refer to calendar days.

### ARTICLE 17 – WAIVER

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, excepting those items the subject of mandatory bargaining, the Town retains the right to make changes without prior consultation with the Union.

### ARTICLE 18- SEVERABILITY CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### ARTICLE 19 - PART TIME EMPLOYEES

Part time employees in the bargaining unit are not eligible for any benefits provided for under this agreement except as otherwise specifically identified elsewhere within this agreement.

## ARTICLE 20- COMPLETE AGREEMENT

This agreement is a complete and total understanding between the parties and supersedes all previous agreements, policies, procedures, and/or understandings. The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals 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 opportunity are set forth in this agreement.

The parties may mutually agree to reopen negotiations on any subject, matter, or provision of this agreement, except a cost item as defined by statute, at any time. The entirety of this Agreement shall remain in full force and effect during such negotiations. Any amendment hereto agreed to by the parties shall be reduced to writing and executed in the same manner as this original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on this \_\_\_\_ day of \_\_\_\_\_

For the Union:

For the Town:

Attest:

I hereby attest that at the Town Meeting of March \_\_\_\_, 2020 the legislative body did approve Article providing funding for this Agreement and it is therefore in full force and effect as of that date.

Barbara Wakefield, Town Clerk

Appendix A Wage Ranges

**WAGE SCALE (2.4% COLA) 4/1/2019**

|  | Minimum         |                     | Maximum         |                     |
|--|-----------------|---------------------|-----------------|---------------------|
|  | Hourly          | Annual              | Hourly          | Annual              |
| <b>Grades:</b>   | <b>2019</b>     |                     | <b>2019</b>     |                     |
| <b>VI - Highway Office Clerk</b>                                 | <b>\$ 16.85</b> | <b>\$ 35,045.88</b> | <b>\$ 21.98</b> | <b>\$ 45,726.92</b> |
| <b>VII - Facility (Landfill) Attendant, Laborer/Truck Driver</b> | <b>\$ 17.81</b> | <b>\$ 37,038.38</b> | <b>\$ 23.23</b> | <b>\$ 48,326.68</b> |
| <b>IX - DPW Equipment Operator</b>                               | <b>\$ 19.71</b> | <b>\$ 41,001.24</b> | <b>\$ 25.72</b> | <b>\$ 53,497.32</b> |
| <b>X - DPW Heavy Equipment Operator</b>                          | <b>\$ 20.67</b> | <b>\$ 42,993.74</b> | <b>\$ 26.97</b> | <b>\$ 56,097.08</b> |
| <b>XI - Mechanic</b>   | <b>\$ 21.73</b> | <b>\$ 45,207.63</b> | <b>\$ 28.36</b> | <b>\$ 58,985.70</b> |

## Appendix B Evaluation Form