AGREEMENT BETWEEN
THE TOWN OF GILFORD, NEW HAMPSHIRE
and
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) - LOCAL 534

ON BEHALF OF THE
TOWN OF GILFORD PUBLIC WORKS DEPARTMENT EMPLOYEES

April 1, 2011 – March 31, 2013

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PREAMBLE

The purpose and intent of the Town of Gilford and AFSCME entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the bargaining unit covered by this Agreement and to provide, on behalf of the citizens of Gilford, approved services in an effective and efficient manner.

ARTICLE 1

RECOGNITION

1.1 The Town of Gilford hereby recognizes that the Union is the sole and exclusive representative of all employees who are part of the recognized bargaining unit in accordance with PELRB Certification Case No. A-0583. (Attached hereto as Appendix A)

1.2 Whenever used in this Agreement, the word "employee(s)" shall refer only to a person(s) actively and regularly engaged in the Town's work or enrolled on the regular payroll of the Town whose positions are included in the bargaining unit.

ARTICLE 2

NON-DISCRIMINATION

2.1 The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, sexual orientation, marital status, age or physical handicaps except where age or physical condition are bonafide qualifications for employment.

2.2 The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

ARTICLE 3

UNION SECURITY

3.1 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues of said Union from the wages of each employee covered by this Agreement on a weekly basis and pay the total amount of dues collected to Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108 once a month, along with a statement indicating who has paid said dues.

3.2 The Union will keep the Town informed of the correct names and addresses of the Officers and Stewards of Local 534, AFSCME.

3.3 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.

3.4 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 five (5) working days prior to the anniversary date thereafter.

3.5 Any employee hired after March 31, 2005 who chooses not to join or not remain members of the Union shall pay to the Union a service charge for the cost of collective bargaining and contract administration. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues of members, and the Union agrees to defend and hold the Town harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions.

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

3.7 The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of the contract to advise employees of their option as provided in Section 3.4 of this Article.

ARTICLE 4

DEFINITIONS

4.1 Probation: A probationary period must apply to all employees during the first six (6) months of the date of their original employment and from the date of promotion. Upon successful completion of probation, the Employee shall receive regular appointment to their designated position or classification. If deemed necessary by the Town, the probationary period from date of original employment may be extended for a maximum of three (3) additional months. In such cases, the Town shall provide training with goals and timetables for the employee to meet qualifications for regular appointment. An employee successfully meeting the qualifications following the extended probation shall be granted a rate adjustment retroactive to the date he/she would have completed the six (6) month probation. During the initial probationary period, a new employee may be dismissed for any cause at the sole discretion of the Department Manager.

4.2 Regular Full-Time Employees: Employees who have successfully completed a probationary period and who are assigned to a regular workweek of at least forty (40) hours.

4.3 Temporary Employees: Employees who are employed on a continuous full-time basis for a predetermined length of time not to exceed one (1) year, or are otherwise not intended to fill positions permanently. Unless specifically noted, temporary employees are exempt from the provisions of this Agreement.

4.4 Seasonal Employees: Employees retained on a continuing work schedule for a specified position for a period not to exceed twenty six (26) weeks in a calendar year.

4.5 Continuous Shift: A period of work that begins upon arrival in the workplace and ends upon departure from the workplace, to include break times (whether paid or not) and may also extend from one day to the next if employees work past midnight.

ARTICLE 5

SENIORITY

5.1 There shall be three (3) types of seniority:

a. Town Seniority
b. Department Seniority
c. Classification Seniority

Town Seniority shall relate to the time an employee has been continuously employed by the Town.

Department Seniority shall relate to the time an employee has been continuously employed by the Department.

Classification Seniority shall relate to the time an employee has been continuously employed in a particular grade classification.

5.2 Town Seniority shall apply only for service related benefits for non-unit Town employees transferring to the Unit.

5.3 Department Seniority shall prevail in matters concerning layoffs and rehirings. Qualified and available permanent employees shall be reinstated before new employees are hired.

5.4 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.

5.5 No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the next lower classification for which they are qualified and for which they have Department Seniority. Such employees will be reduced to the pay step in the lower pay grade resulting in the least loss of pay. Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 5.5.

Employees who suffer a layoff shall be placed on a recall list for one (1) year. Such employees shall be afforded the opportunity to return to work prior to new employees being hired.

5.6 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 Town Seniority, and he/she shall be considered to be the junior employee in that classification regardless of Town 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 the particular Classification Seniority list concerned.

5.7 Until a newly hired employee has served an initial probationary period of six (6) months, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

5.8 An employee shall not forfeit seniority during absences caused by:

a. Illness/injury of up to eighteen (18) months resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Worker's Compensation carrier.

b. Non-work related illness/injury not the result of his/her misconduct, resulting in total temporary disability for which the employee is using accrued vacation and sick and such absence is certified to by a physician as may be required in accordance with the Town's Short Term/Long Term Disability provider and/or the Town's Family and Medical Leave Policy issued August 28, 1996.

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

a. If an employee is on paid or unpaid leave other than as provided in 5.8 a. above or unless otherwise approved at the sole discretion of the Town Administrator.

b. If an employee is discharged and if such discharge is not overruled by an appropriate authority.

c. If he/she resigns.

5.10 The employee's present Classification Seniority, as of the effective date of this Agreement, 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.

5.11 The preparation and maintenance of the Town and Classification Seniority Lists shall be part of this Agreement. The Town, Classification and Department Seniority lists are to be drawn up and posted once a year in April on the Union bulletin boards. Disagreement with the list shall be processed within twenty (20) work days of posting or the list shall stand as approved.

ARTICLE 6

PROMOTIONS & TRANSFERS

6.1 Vacancies and promotions shall be filled by the most qualified applicant as determined by the Town; however, if qualifications are considered equal seniority shall be the determining factor. The Town will make every effort to promote qualified employees from within the bargaining unit. The job description shall be posted with the application.

6.2 Jobs to be filled through hiring/promotion/transfer shall be posted on the Union bulletin boards in the department in which the vacancy occurs for a period of at least ten (10) working days and simultaneously be advertised externally. Any employee on leave will automatically be placed on the candidate list.

6.3 Vacancies in management positions which are excluded from the bargaining unit shall be posted on the Union bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this Contract. In addition, employees who accept a promotion or voluntarily transfer to a position that is not covered under this Agreement shall cease being entitled to the benefits and other conditions of employment as set forth herein, except as otherwise set forth herein.

6.4 Wherever possible, promotions/transfers shall be made from the ranks of regular employees who are employed by the Division in which the vacancy occurs. If there is no qualified applicant in the Division, the promotional/transfer opportunity shall be extended to all other Divisions.

6.5 When a question as to the proper person having been chosen to fill any jobs arises and it cannot be resolved, it will be settled by using the grievance procedures contained herein.

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

6.7 The above procedures shall be followed in all promotions, vacancies and transfers whether permanent or temporary assignments expected to last more than six (6) months.

6.8 An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties or desires to return to his/her former position then he/she shall be reduced in status to the same classification, pay grade and pay step he/she had obtained or would have been entitled had he/she not accepted the promotion prior to promotion.

6.9 The Town reserves the right to make lateral transfers and re-assign roles or duties within the bargaining unit at the same pay grade classification at its sole discretion, provided there is no reduction in base pay rate.

6.10 Employees who are promoted to another position within the bargaining unit shall be entitled to a minimum five percent (5%) pay increase or the equivalent step or proportion thereof for the pay grade applicable to the new position, whichever is higher.

ARTICLE 7

WAGES

7.1 Pay Plan. All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix B. Said plan shall be in effect as of the first pay period in April 2011. It shall be understood that the plan consists of minimum and maximum pay rates to be in effect for all unit employees, but the steps shall serve only as a guide for the placement of new employees as set forth in Section 7.3.

7.2 Wage Rates. Current employees (as of the date this Agreement is ratified by the parties) shall be assigned an employee classification and a specific pay rate in accordance with the pay classification plan referenced herein effective during the first pay period in April 2011, pursuant to the wage schedule attached hereto as Appendix C.

7.3 Initial Pay Rates. For new employees hired after the date this Agreement is ratified, the Town reserves the right to assign the initial pay rate (step) based on experience and qualifications and the availability of budgeted funds as determined solely by the Board of Selectmen. However, any existing employee in the same pay grade with similar (or greater) qualifications and experience may utilize the provisions of Section 7.5 below, to seek a step reclassification.

7.4 Merit Pay Increases. All unit employees shall be subject to job performance evaluations which shall be used to determine (a) whether or not a probationary period has been completed satisfactorily; and if so how much of a pay increase has been earned; (b) the extent to which an employee is meeting his/her job expectations and goals as established

by his/her supervisor on an annual basis; and if so how much of a pay increase has been earned; and (c) the extent to which employee conduct or behavior has been modified upon identification by a supervisor of a need for improvement.

7.4.A Job performance evaluations shall be conducted in accordance with the Personnel Evaluation Program attached hereto and incorporated herein as Appendix D as a means of determining a wage rate increase to be applied upon successful completion of a probation period and annually thereafter upon the employee's anniversary date. Merit pay increases shall be based on the following evaluation results, to be rounded to the nearest tenth of a percent:

- Unsatisfactory = 0% (subject to additional review in 90 days)
- Needs Improvement = 1% (subject to additional review in 90 days)
- Proficient = 2%
- Commendable = 3%
- Exceptional = 4%

7.4.B In the event that a merit pay increase would otherwise result in an employee being compensated in excess of the maximum pay rate for that classification, the Town shall increase the employee's pay up to the maxim amount and the difference thereafter shall be paid in a lump sum disbursement. (Example: an employee making $19.50 per hour with a maximum pay rate of $20 is given a 4% merit pay rating resulting in a pay rate of $20.28. The employee's new rate of pay would be the $20 per hour maximum; however the remaining 28 cents shall be disbursed as a $582.40 payment - $0.28 * 40 * 52.)

7.4.C An employee's initial anniversary date for the purposes of merit pay increases and job evaluations shall be the date of hire. Thereafter, the anniversary date shall be the effective date of a promotion or reclassification.

7.5 Extraneous Pay Rate Adjustments. The Union may submit written requests to the Board of Selectmen to increase an employee's step classification or reclassify an employee's job title (upward but not downward) for good cause. In addition, the Union may request the Board of Selectmen approve a step adjustment (upward, but not downward) for any employee whose compensation rate is at least ten percent (10%) lower than a compilation of comparable employees from other municipalities in Belknap County. The Selectmen may request the Union provide such justification as they deem necessary to render a decision at their sole discretion.

Temporary Service Out of Rank. A unit employee who performs the duties of a higher rank for a period of one week or more upon authorization of the Department Manager, shall be paid an additional five percent (5%) of his/her wages while performing such duties. Assignments for such duties shall be at the discretion of the Town, taking into account seniority and qualifications. (However, it shall be understood that nothing in this

Agreement shall be construed to prevent or limit the ability of supervisors from performing the duties of subordinates whenever necessary upon the direction of the Department Manager or his/her designee.)

7.6 Heroic or Meritorious Effort Pay The Board of Selectmen, upon recommendation of the Town Administrator and Department Manager, may award an employee an extra day's pay for an exceptionally heroic or meritorious performance of duty, not to exceed five hundred dollars ($500) or three (3) days pay, to any one employee in a year.

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.1 (a) The work week for bargaining unit employees of the Department of Public Works shall be 40 hours per week, Monday through Friday. Regular work schedules shall be established for each division by the Board of Selectmen, provided, however, that employees shall be notified of any changes at least two (2) weeks in advance, unless such changes are made to accommodate requests from employees.

(b) All time worked in excess of forty (40) hours in any one (1) week or sixteen (16) hours in a continuous shift for hourly rated employees shall be paid at the rate of time and one-half. All hours paid during the workweek exclusive of sick leave and nonwork hours associated with call back shall be counted as hours worked for the purpose of determining the forty (40) straight-time hours.

(c) The parties agree that there will be no layoffs during the life of this Agreement.

8.2 Any person who has left their place of employment and is recalled for work prior to the next normal shift will be paid time and one-half with a two (2) hour minimum. An employee who is called back and who completes the required task and returns to his/her residence within the two (2) hour 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 the normal shifts, but not to be separately paid for several call backs within the same two (2) hour minimum guarantee period.

Any employee who is called in at least one (1) hour or more prior to the start of his/her normal shift shall receive such two (2) hour minimum guarantee outlined in the previous Subsection of this Section.

8.3 The workday or workweek shall not be interrupted to avoid the payment of overtime. During storms, employees sent home early due to safety concerns as determined by the Department shall not lose any overtime. Employees who request time-off for safety reasons due to extended work hours may be given up to sixty (60) minutes as a paid break after working at least twelve (12) consecutive hours or they may be allowed to

leave work without pay at the discretion of the Department Manager or his/her designee.

8.4 The Director of Public Works shall maintain a seniority list for the purpose of establishing a rotation for overtime; provided, however, that any employee who does not accept an overtime assignment will have to wait for a complete rotation cycle to become eligible for future overtime assignments. Employees who are not qualified for a specific overtime assignment shall retain their position in the rotation until such time as they are qualified and given an opportunity to work.

Overtime work which is scheduled (meaning there is a minimum notice of at least 24 hours) shall be assigned among all qualified employees within the division which normally performs the work in order of seniority on a rotating basis.

In the event a scheduled overtime situation requires employees from outside of the division that normally performs the work, such assignments shall be made among all qualified employees in order of seniority on a rotating basis.

Unscheduled overtime shall be assigned among all qualified employees in order of seniority on a rotating basis to the extent practical; however, whenever unscheduled overtime requires immediate action, the supervisor may forego the rotating schedule and assign the work to a qualified employee who can respond to the situation in the timeliest manner.

It shall be the exclusive prerogative of management to determine which employees are qualified by reason of classification, certification, licenses, past employment history, medical issues, impairments, and on-the-job training; however the overtime rotation shall not take into account which employees are more qualified than others. In addition, the Town shall, from time-to-time, offer employees an opportunity to voluntarily become qualified for the various overtime assignments that may become available.

8.5 At a minimum, employees shall be allowed a one-half (½) hour unpaid lunch break and two (2) paid ten (10) minute breaks; one occurring mid-way between the start of a shift and lunch break and one occurring generally mid-way between lunch and the end of a shift or one (1) twenty (20) minute break generally midway between the start of the shift and lunch.

8.6 Bargaining Unit Work: Supervisory employees shall not perform work which is ordinarily performed by bargaining unit employees, except in the following types of situations: in emergencies arising out of unforeseen circumstances which call for immediate action and/or there is no verbal response to call back page within ten (10) minutes of such page to avoid interruption of operations or in the instruction or training of employees including demonstrating the proper method to accomplish a task assigned or where the performance of such work is not intended to displace or avoid overtime or when the work required can be accomplished in less than one hour.

8.7 When the Town closes its offices and gives affected Town employees their regular pay for not being at work, all bargaining unit employees required to remain on the clock shall, in addition to their regular hourly rate, be paid one (1) additional hour's pay at their regular rate for each hour of Town Hall closure occurring during the regular work schedule.

ARTICLE 9

PERSONNEL FILES

9.1 Employee Access to Personnel Files. The rights of employees to access to their personnel file shall conform to RSA 275:56, provided, however; employees may only review these files during non-working hours. There shall be a charge of ten cents per page for copies of documents.

9.2 Personnel Records: Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign it acknowledging that the opportunity to review was given, but such signature shall not indicate agreement with it. Employees shall have the right to duplicate material in their personnel files, or any material which is placed in their files. Personnel files shall not include any unfounded complaints.

ARTICLE 10

HOLIDAYS

10.1 The following shall be considered as paid holidays for all bargaining unit employees:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

10.2 All work performed on a holiday shall be paid at the rate of time and one half (1 ½) over and above the regular hours paid for the holiday for all hours worked, except for work performed on Christmas and Thanksgiving which shall be paid at double time. Regular hours shall be either eight (8) or ten (10) dependent upon the employee's regular work schedule at the time of any specified holiday.

10.3 A listing of holidays will be posted on all Union bulletin boards.

10.4 Should any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday. Should any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. In the event an employee is assigned a four (4) day ten (10) hour per day schedule and the holiday falls on an unscheduled work day, the employee shall be paid eight (8) hours at straight time in addition to those hours paid for his/her four (4) day schedule.

10.5 Payment for the above holidays will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday. However, payment for the holiday will be made if the employee who is absent either or both workdays due to verified, legitimate circumstances for which this Agreement else where provides for paid leave.

10.6 An employee shall normally receive eight (8) hours holiday pay for any day considered as a paid holiday except if the employee's then weekly schedule consists of four (4) ten (10) hour days then in that even the employee shall receive ten (10) hours holiday pay.

10.7 The floating holiday shall be on December 24 in the event that Christmas is on a Tuesday and it shall be on December 26 in the event that Christmas is on a Thursday, otherwise the floating holiday must be used at the employee's discretion during the calendar year upon one week's notice to the Department Manager, provided, however the Town may revoke the holiday in the event of a weather related emergency, in which case the employee may take some other day or request a day's pay.

ARTICLE 11

VACATION

11.1 Vacation is earned during the year and is accrued on a weekly basis for every completed work week according to the following schedule:

Years of Continuous Service	Vacation Time Earned Per Week
1 – 5	1.54 hours (up to 10 days per calendar year)
6-10	2.31 hours (up to 15 days per calendar year)
11-20	3.08 hours (up to 20 days per calendar year)
21+	3.85 hours (up to 25 days per calendar year)

[NOTE: time-off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating vacation leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

11.2 Upon severance of service, an employee shall be compensated for all unused vacation leave.

11.3 Each employee shall have the right to submit a written vacation request during the month of January for that calendar year to be approved by the Department Manager by February 15 in writing based on seniority and the staffing needs of the Department. Vacation schedules shall be determined by the Department Manager in accordance with Department requirements but shall make all reasonable efforts to accommodate an employee's request. Thereafter, vacation requests shall be approved by the Department Manager in writing on a first-come, first-served basis, consistent with the needs of the business; however, the Town reserves the right to revoke a vacation at anytime in the event of an emergency if the employee is available to work.

11.4 Employees who wish to receive their vacation check(s) in advance must request them one (1) week in advance.

11.5 Employees shall be required to take one (1) continuous week vacation; employees shall be allowed to take single day vacations.

11.6 Employees will be credited with vacation time earned during the initial probation period upon the successful completion of the probation period.

11.7 As a result of amendments to the NH Retirement System enacted in 2008 under HB 1645, employees will only be allowed to carry-over eighty (80) hours of unused vacation time from one fiscal year to the next, beginning January 1, 2010. Employees who have utilized at least one entire week of vacation pay may thereafter cash in any amount of unused accumulated vacation leave at a rate of fifty percent (50%). Unused vacation leave in excess of eighty (80) hours at the end of the year will be bought back at a rate of fifty percent (50%) payable with the last paycheck in the fiscal year at the pay rate in effect at that time, except in cases where a scheduled vacation leave request was canceled by the Town for public safety reasons, in which case the employee shall be paid for one hundred percent (100%) of that unused leave.

ARTICLE 12

SICK LEAVE

12.1 After completion of the initial probationary period, bargaining unit employees shall be eligible for sick leave use. Upon completion of the probationary period, an employee shall be credited with the appropriate number of sick leave days.

12.2 Each permanent employee shall earn sick leave with pay at the rate of one day of sick leave for each completed calendar month of service. Sick leave shall not be taken in advance of earning same. [NOTE: time-off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating sick leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.3 Unused Sick leave may be accumulated up to a maximum of twenty-four (24) work days.

12.4 An employee eligible for sick leave with pay may use sick leave for absences due to his/her illness or injury, dental appointments, physical examinations or prescribed treatment by a physician. The Department Manager shall require a doctor's certificate before approving Sick Leave with pay for a period or periods of absence of more than three (3) consecutive work days.

12.5 Absences for a fraction or part of a day that are chargeable to Sick Leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one quarter (1/4) hour.

12.6 During periods of absence for approved paid sick leave, the employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day (except when the employee is assigned to a four (4) day ten (10) hour work week in which case the employee shall receive ten (10) hours per day) and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

12.7 Upon severance of service with at least two weeks notice, or in the event of an employee's death, an employee shall be compensated for unused sick leave days to his/her credit up to a maximum of twenty-four (24) days at the employee's current wage rate as follows:

less than five (5) years	-	0
five (5) years - ten (10) years	-	one half (½)
over ten (10) years	-	100%

12.8 Sick leave may be used where there is serious illness in the employee's immediate family up to a maximum of four (4) days per year.

12.9 The Department Manager shall be notified within one (1) hour, except in cases of emergency, of the appointed time for the employee to enter duty, of any illness or injury which will prevent him/her from reporting to work.

12.10 The Town reserves the right to relieve employees from duty and place them on sick leave (to be paid if accumulated time is available) upon a determination that an employee is too sick to work safely or poses a risk of spreading a health condition to other employees. An employee who is aggrieved by this decision must provide the Town with a doctor's note indicating they are healthy enough to work and/or do not pose a threat of contaminating others, in which case the leave time shall be restored as if it were worked.

12.11 Catastrophic sick leave Donations. Bargaining unit members may contribute accumulated sick days for the benefit of another bargaining unit member who has exhausted all leaves as a result of a catastrophic illness or injury. Donated days of sick leave will be debited from the member's accumulated sick leave account on an hourly basis. No individual member may contribute more than 20 days of sick leave per eligible catastrophic event.

Participating members may be eligible to receive up to fifty (50) days of donated sick leave (at the employee's regular rate of pay) per event during the period of employment with the Town of Gilford. The value of donated sick leave days shall be calculated at the recipient's regular rate of pay. Use of donated sick time shall not serve to change any existing conditions of employment or extend the member's tenure in position.

In order to invoke this policy, a bargaining unit member must submit the following to the Town Administrator:

1. A written statement requesting authorization to receive or donate sick leave, including the commencement date.
2. A doctor's statement indicating the nature of the illness, if not previously submitted.
3. A doctor's statement indicating the current status of the illness must be provided at each twenty-five (25) day interval (if more than 25 days are donated/received).

The recipient employee must have achieved the following:

1. Exhaustion of all available sick and annual leave.
2. Absence from work due to illness for at least five (5) consecutive days.

The Administrator and at least two members of the bargaining unit representation will review requests. The administrator shall approve or disapprove the request within five working days. The decision of the Administrator is final and not subject to the grievance procedure.

12.12 An employee's position shall be retained for up to twenty-six (26) weeks from the date of disability due to non-job related illness or injury. Any request for an extension beyond twenty-six (26) weeks must be handled as set forth in Section 13.5.

ARTICLE 13

LEAVES

13.1 Jury Duty: Any employee called for jury duty shall be granted time off from work for the duration of the employee's jury service and shall receive the difference between their regular pay and their jury pay, provided the employee presents an official statement of pay received. All benefits shall continue to accrue during such service. Employees excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

13.2 Bereavement Leave: In the event of death in the immediate family, the employee shall be granted up to three (3) working days paid leave of absence to make household adjustments or to attend funeral services. Immediate family is defined to mean:

Father	Mother
Spouse	Child/Step-Child
Brother	Sister
Father-in-law	Mother-in-law
Brother-in-law	Sister-in-law
Step-father	Step-mother
Grandfather	Grandmother
Grandchild	Significant Other

Or any other person who lives in the same household as the employee.

13.3 Military Leave: In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

13.4 Involvement in Negotiations: Any employee who is acting in an official capacity as a member of a negotiating team of the Union during his/her scheduled working hours or conducting any grievance procedure will be granted leave without any loss of pay to conduct business.

13.5 Leave of Absence: Employees may be granted a leave of absence for up to six (6) months without pay in addition to any other leaves provided herein. The leave of absence must be approved by the Board of Selectmen, upon the recommendation of the Town Administrator and Department Manager. Terms and conditions of such leave or denial of such leave shall be at the sole discretion of the Board of Selectmen and shall not be grievable.

13.6 Maternity leave: Absence of an employee for pregnancy, childbirth or related conditions shall be as provided in RSA 354-A:7 V(c).

13.7 Family Medical Leave: Shall be in compliance with the provisions of the Town's policy as of August 28, 1996. When an employee is on a leave of absence which is a qualifying event for FMLA eligibility, the Town Administrator may designate such leave as FMLA upon written notification to the employee.

13.8 Personal Day: Employees shall be eligible for one day of paid personal leave (up to 8 hours) per calendar year upon forty-eight (48) hours notice to the Department Manager, ·hy approval shall not be unreasonably denied.

ARTICLE 14

EDUCATION INCENTIVE

1· ·llowing education reimbursement policy will apply to members of the bargaining unit ·vered by this Agreement:

A. The Town agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standard: Payment of seventy-five percent (75%) of the cost of tuition and books provided the employee agrees to remain in Town employment for at least twelve (12) months following completion of the course, and successfully completes the course with a 2.0 GPA(c) or better of such courses. In the event an employee leaves prior to completion of the twelve (12) month period defined above he/she shall be responsible for a pro rata reimbursement to the Town for each incomplete quarter of employment during the relevant twelve (12) month period.

B. Courses must be approved in advance by the Department Manager concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Town for payment of the course. A procedure will be established to effectuate these payments.

C. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

D. If a course is paid for in whole or in part through a Federal or State program then the Town will not reimburse for such amount, it being the intent of this Section to eliminate double payment for any course.

14.2 If the Town requires attendance at a training/educational program away from the job, the Town shall pay the entire cost of the program.

ARTICLE 15

INSURANCES

15.1 Health Insurance. The Town will provide unit employees with the ability to enroll in either the Anthem Blue Choice Three-Tier (POS) or Matthew Thornton Blue (HMO) health insurance plans as offered through the New Hampshire Local Government Center. Employees may select the plan of their choice, to include single, two-person or family coverage, in accordance with the eligibility rules of the provider. The Town will pay ninety percent (90%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis.

Effective July 1, 2011, the Town will provide a BC3T20 with RX 10/20/45 Point-Of-Service plan and/or a MTB20IPDED with RX 10/20/45 HMO plan.

The Town may substitute these policies for comparable or better coverage upon consent of the Union. [NOTE: comparable or better coverage shall be defined as no increase in out-of-pocket employee expenses for prescriptions, deductibles and co-payments.]

15.1.A Health Insurance Opt-Out Plan. If a unit employee has health insurance coverage that is not paid for by the Town, the Town shall pay that employee thirty percent (30%) of the premiums for the least expensive plan offered based on the employee's eligibility for coverage, (family, two-person or single). In situations where spouses are both employed by the Town on a full-time basis, if the spouse is a member of the bargaining unit and does not subscribe for Town paid health insurance benefits, he/she shall be paid one-half of thirty percent (30%) as otherwise noted herein. Such payments shall be made as a weekly stipend equal to 1/52 of the total amount due. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. To be eligible the employee must show proof of said coverage upon request of the Town. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the insurance plan paid for by the Town in accordance with the terms of the carrier.

15.1.B Town Contribution Towards Deductibles. The Town shall reimburse employees who subscribe to its health insurance plans for up to fifty percent (50%), up to a maximum of $300 per calendar year, for their out-of-pocket payments for insurance deductibles, office visit co-payments, prescriptions and other medical expenses that are recognized as being tax deductible by the IRS; (to include dental, vision, and durable goods).

15.2 Dental Insurance. The Town shall provide unit employees with the ability to enroll in the Delta Dental Option 1 insurance plan. Employees may select single, two-person or family coverage, in accordance with the eligibility rules of the provider. The Town may substitute this policy for comparable or better coverage upon sixty (60) day written notification to the Union. The Town shall pay one hundred percent (100%) of the premiums for dental insurance coverage until June 30, 2011; and thereafter the Town shall pay ninety-five percent (95%) of the premiums.

15.3 Group Life and AD&D Insurance: The Town shall provide, for each regular full time employee, fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.65) time annual base salary, up to a maximum of $100,000 to be reduced by 35% at age 65 and 50% at age 70, but not in excess of the policy limits it may be able to procure in the group marketplace.

15.4 Disability Insurance: The Town will provide disability insurance to all regular full time employees:

(a) For non work related accidents, Short Term Disability coverage will commence on the first day following the accident and continue for 26 weeks, at 50% of weekly salary to a maximum of $500.00 per week. After 180 days of disability, Long Term Disability coverage shall be altered to 50% of base monthly earnings to a maximum of $2,000 per month subject to the following duration provisions:

Age at Disability Less than 60	Paid to Age 65 but not Less than 5 Years
Age at Disability 60 to 64	Paid to 5 Years
Age at Disability 65 to 90	Paid to Age 70 but not Less than 1 Year
Age at Disability 70 and Over	Paid for 1 Year

(b) For illnesses, Short Term Disability coverage shall commence on the eighth day of the illness and continue for 26 weeks, at 50% of weekly salary to a maximum of $500.00 per week. After 180 days of disability, Long Term Disability coverage shall be altered to 50% of base monthly earnings to a maximum of $2,000 per month subject to the same duration provisions as provided in 15.4 (a) above.

ARTICLE 16

RETIREMENT

16.1 The Town agrees to provide unit employees with retirement coverage and benefits as provided under the New Hampshire Retirement System as prescribed and to the extent required by New Hampshire law. Employee contributions to the retirement system shall be based on pre-tax dollars.

ARTICLE 17

CLOTHING/BOOTS

17. 1 Safety shoes/boots shall be worn by employees while on duty. The Town shall pay, upon presentation of evidence of purchase, up to one hundred fifty dollars ($150.00) towards the cost of a pair of safety shoes/boots with a limit of two pairs for a total of $300.00 per calendar year.

17.2 In addition to the shoe/boot provision above, the Department shall issue all unit employees the following uniform items:

Five (5) each shirts, pants and tee shirts
Three (3) sweatshirts (employee may choose hooded or non-hooded)
One (1) each hat, pair of gloves, traffic vest, and hard hat
One (1) fall coat or vest and one (1) winter coat
One (1) pair of rubber boots
One (1) rain suit with hood

Uniforms shall be worn as issued directed, without alteration, during all on-duty working hours. The tee shirt will be the minimal dress of the upper torso.

Employees are responsible for the cleaning and general upkeep of their uniforms and related items. Uniform items found to be in need of replacement must first be shown to the Department Manager for approval of replacement.

The Department will make waders available to employees in various sizes to be worn as necessary but they will not be issued to individual employees.

The Town shall review employees' uniform items twice each year to determine whether replacement items should be provided. These review periods shall occur on or about April 1 and on or about October 1 each year; whereupon the Town shall order needed replacements within thirty (30) days.

Employees are to refrain from wearing any uniform item in public other than going to and coming from their work location or stopping to tend to personal business immediately before or after working hours.

No employee in uniform may go to or visit any establishment that serves alcoholic beverages.

Any abuse, vandalizing or willful damage of any item of clothing issued by the Department will be grounds for disciplinary action.

All uniform components are the property of the Department and shall be returned cleaned, upon termination of employment.

The Town will provide employees with all necessary safety equipment, including, but not limited to eye protection (safety glasses), ear protection, and other devices as may be required by law or mandated by a supervisor, subject to the Town's ability to require such gear to be used in accordance with the provisions of Section 18.1.

ARTICLE 18

SAFETY

18.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Town will comply with the Town's rules and regulations relating to safety, economy and efficiency of services to the Town and the Public.

18.2 The Union shall have one (1) appointed representative to serve on the Town's Joint Safety Committee and an alternate to serve in the event the regular appointee is unable to attend a meeting.

18.3 VCRs: Vehicle Condition Reports shall be kept on each vehicle and piece of equipment with one copy kept in the vehicle and one copy given to the shop foreman daily.

18.4 Downed Vehicles and Equipment: The Department Manager or his/her designee shall have the authority to down a vehicle of piece of equipment that is unsafe or unworthy for the road and only he or his designee shall have the authority to put the vehicle or piece of equipment back in service.

18.5 Wingmen: The Town will make reasonable effort to secure the services of wingmen; however, absence of wingmen shall not necessarily constitute an unsafe condition or justification to not operate the vehicle.

ARTICLE 19

BULLETIN BOARDS

19.1 The Town shall provide bulletin boards for the posting of notices of the Department(s) addressed to the employees and notices of the Union addressed to the members in each Division. The Town shall locate bulletin boards in the Public Works Garage, the Recycling Center and the Building and Grounds Office. No Union notice shall be posted in or around the Town's property except on such board and no notice shall be posted until it has been signed by the Union representative.

ARTICLE 20

DISCIPLINARY PROCEDURES

20.1 All disciplinary actions shall be for just cause and shall be consistent with the infractions for which disciplinary action is being taken.

20.2 Disciplinary action shall be normally taken in the following order:

a. Documented Verbal Warning
b. Written Warnings
c. Suspension without pay
d. Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit a greater degree of discipline including suspension or termination.

20.3 All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within five (5) work days from the date of such suspension or discharge and shall be signed by the employee (if available) and the Union representative. No documentation of discipline shall be placed in an employee's file without the employee's knowledge.

20.4 If the Department does not follow Section 20.3, above, in the case of suspension or discharge then the matter shall be advanced to step 2 of the grievance procedure.

20.5 Any challenge of disciplinary actions shall go through the grievance process.

20.6 To the extent practicable, all employees will have Union representation before any disciplinary action can begin. Where such representation is not practicable, the Union shall be notified no later than thirty-six (36) hours thereafter.

20.7 Warnings, reprimands, and suspensions of less than five (5) days, shall, after eighteen (18) months, no longer be admissible to establish a prior offense, but may be used in any proceeding to establish employee knowledge of departmental policies, procedures, and performance expectations.

20.8 The Town reserves the right to demote employees for just cause and to reduce the employees' base pay rate to the equivalent step or proportion thereof for the pay grade applicable to the new position.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 Definition: A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

Note: An employee who has a "complaint" must take up the complaint with his/her immediate Supervisor verbally - within five (5) working days of the incident precipitating the complaint - before he/she can process the complaint as a formal grievance. The immediate Supervisor shall give his/her answer to the employee's complaint within five (5) days (except weekends and holidays). It is anticipated that nearly all complaints can be resolved informally without grievance.

21.2 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, the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

21.3 Procedure:

A. Step One: An employee(s) desiring to process a grievance must file a written statement of the grievance to the Department Manager no later than twenty (20) work days after the employee(s) knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Department Manager shall meet with the grievant(s) and the Union representative within five (5) work days following receipt of the notice and shall give a written decision within five (5) work days thereafter.

B. Step Two: If the grievant(s) and/or the Union is not satisfied with the decision of the Department Manager, the grievant(s) and/or the Union may file, within twenty (20) work days following the Department Manager's decision, a written appeal with the Town Administrator setting forth the specific reasons why the grievant(s) believes the Agreement has been or is being violated by the Town action in question. Within twenty (20) work days, following receipt of the appeal, the Town Administrator shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal and written decision shall be rendered within twenty (20) work days thereafter.

C. Step Three: If the grievant(s) and/or the Union is not satisfied with the decision of the Town Administrator, the Union may file within ten (10) work days, following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific reasons why the grievant(s) believe the Agreement has been or is being violated by the Town action in question. Within twenty (20) work days, following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing; said hearing shall be held no later than twenty (20) days following receipt of the appeal and a written decision shall be rendered within ten (10) work days thereafter.

D. Step Four: If the grievant(s) and/or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file within twenty (20) work days, following receipt of the decision of the Board of Selectmen, a request for arbitration to the Public Employee Labor Relations Board under its rules and regulations. The Arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The Arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the Arbitrator shall be final and binding on the parties.

21.4 The fees and expenses of the Arbitrator shall be shared equally by the parties.

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

21.6 Should the Town, absent mutual agreement to extend as provided in 21.5 above, fail to respond to the grievance as provided, the grievance shall be advanced to the next step of the grievance within the time frames provided, or, absent mutual agreement to extend as provided in 21.5 above, the grievance shall be deemed to be abandoned.

ARTICLE 22

STRIKES PROHIBITED

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

22.2 Under no circumstances will the Town engage in a lock-out or furlough of bargaining unit employees.

ARTICLE 23

MISCELLANEOUS

23.1 Pay Day: Pay day shall be each Thursday. Checks shall be made available no later than the end of the work day and shall be handed out to employees at that time.

23.2 Response Time: Employees shall be available to report within a one (1) hour response time.

23.3 Mileage: Bargaining unit employees required to use their personal vehicle(s) to conduct Town business shall be compensated in accordance with provisions as adopted by the Board of Selectmen.

23.4 Copies of Agreement: The Town shall provide the Union with twenty-five (25) copies of the signed Agreement within ten (10) working days of signing.

23.5 Exit Interview: The Town Administrator or his/her designee may conduct an exit interview with any bargaining unit employee who has resigned. Such interview shall be conducted in the presence of the local union chairperson or his/her designee, at the resigning employee's request.

23.6 The Town shall provide a copy of the collective bargaining agreement (including wage schedules) to all unit employees.

23.7 Health & Wellness. Unit employees shall be eligible for reimbursement up to two hundred dollars ($200.00) per calendar year upon proof of payment for a health club membership, durable fitness equipment, smoking cessation program and/or weight loss program.

ARTICLE 24

STABILITY OF AGREEMENT

24.1 Should any Article, Section or portion, thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section or portion, thereof, specified in the decision. The parties to this Agreement agree to meet to negotiate only on the specific Article, Section or portion, thereof, which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific Article, Section or portion of the Agreement in question.

ARTICLE 25

MANAGEMENT'S RIGHTS

25.1 The direction of Town operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Town. All rights and responsibilities, not specifically modified by this Agreement, shall remain the function of the Town and in accordance with the provisions of RSA 273:A,XII.

25.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of the Town exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 26

DURATION

26.1 This Agreement shall be in full force and effect as of April 1, 2011 through March 31, 2013, upon ratification of the cost items by the 2010 Gilford Annual Town Meeting pursuant to RSA 32:5-a.

26.2 Should either party desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred and twenty (120) days prior to the budget submission date of any subsequent year, advising that such party desires to revise or change terms or conditions of such Agreement.

26.3 The terms and conditions of this Agreement shall remain in full force and effect during negotiations for any successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals. ATTEST:

FOR AFSCME LOCAL 534

DATE SIGNED: 3/16/2011

FOR THE TOWN OF GILFORD, N.H.

DATE SIGNED: 1/28/2011

APPENDIX A

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AFSCME COUNCIL #93/LOCAL 534 GILFORD PUBLIC WORKS and TOWN OF GILFORD	CASE NO. A-0583

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employee Labor Relations Board in accordance with RSA 273-A, Section 10 and the Rules and Regulations of the Board and it appearing that a negotiating representative has been selected.

Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, and after the conduct of a representation election,

IT IS HEREBY CERTIFIED that the AFSCME, COUNCIL 93 has been designated and selected by a majority of the employees of the above named Public Employer, in the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances.

UNIT: All Non-Probationary Public Works Employees, exclusive of the Public Works Director, Highway Superintendent, Executive Secretary and all other confidential and supervisory employees.

Further, IT IS ORDERED that the above named Public Employer shall negotiate collectively with the AFSCME, COUNCIL #93 with an objective to reaching an agreement with the employee organization on terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed this 16th of March, 1998.

JACK BUCKLEY
Alternate Chairman

TOWN OF GILFORD - DPW/AFSCME LOCAL 534

APPENDIX B

PAY CLASSIFICATION PLAN

EFFECTIVE 4/1/2011

Positions	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Laborer Custodian	2	12.75	13.39	13.99	14.55	15.06	15.51	15.90	16.30	16.70	17.12
Landfill Attd. Meter Tech.	3	13.00	13.65	14.26	14.83	15.35	15.81	16.21	16.62	17.03	17.46
Truck Driver	4	13.50	14.18	14.81	15.41	15.94	16.42	16.83	17.25	17.69	18.13
Light Equip.	5	14.00	14.70	15.36	15.98	16.54	17.03	17.46	17.89	18.34	18.80
Heavy Equip. Head Custodian Recycle Center Supv.	7	15.00	15.75	16.46	17.12	17.72	18.25	18.70	19.17	19.65	20.14
Mechanic	8	16.00	16.80	17.56	18.26	18.90	19.46	19.95	20.45	20.96	21.48
Sewer Technician	9	16.25	17.06	17.83	18.54	19.19	19.77	20.26	20.77	21.29	21.82
Foreman	10	18.00	18.90	19.75	20.54	21.26	21.90	22.44	23.01	23.58	24.17

TOWN OF GILFORD - DPW/AFSCME LOCAL 534

APPENDIX C

EMPLOYEE CLASSIFICATION SCHEDULE
EFFECTIVE 4/1/2011

Name	Position	Pay Rate 4/1/11	Grade Step
Wolfe, Timothy	Shop Foreman	$23.69	10/9+
Clairmont, Terry	Mechanic	$19.79	8/6+
Young, Kirk	Highway Foreman	$19.02	10/2+
Abbot, Richard	Heavy Equip. Operator	$19.98	7/9+
DuVerger, Robert	Heavy Equip. Operator	$18.11	7/5+
Cutter, Timothy	Light Equip.Operator	17.51 (*)	5/7+ (*)
Silva, John	Truck Driver	$17.12	4/7+
Merrill, Stephen	Truck Driver	17.29 (*)	4/8+ (*)
Ainsworth, Michael	Truck Driver	$14.33	4/2+
Heinz, Kenneth	Truck Driver	$15.35	4/3+
Beaulieu, Robert	Laborer	$13.58	2/2+
Denver, Michael	Laborer	$14.04	2/3+
Hewitt, Bruce	Recycle Center Supv.	$16.58	7/3+
Chitty, Doris	Head Custodian	$15.98	7/2+
Dinan, James	Custodian	$13.94	2/2+
Denutte, Brian	Sewer Techician	$20.25	9/6+
Lavin, Leo	Meter Techician	$14.64	3/3+

(*) DENOTES PAY RATE MAY BE SUBJECT TO MERIT INCREASE PRIOR TO 4/1/201

APPENDIX D

TOWN OF GILFORD
DEPARTMENT OF PUBLIC WORKS
AFSCME LOCAL 534

Personnel Evaluation Program
Effective April 1, 2009

PURPOSE

The Town of Gilford and the employees of the Department of Public Works as represented by AFSCME Local 534, recognize that a performance evaluation system is a valuable tool to measure an employees' overall contribution towards the achievement of departmental goals and objectives as established by management. In addition, this process is a means of periodically documenting employee accomplishments, strengths and areas where improvement may be needed.

Of equal importance, however, is the use of the evaluation process to ensure the communication of departmental goals and objectives from the standpoint of (a) general expectations of all employees; and (b) specific expectations based on job classifications; with the understanding that management shall also assess specific expectations based on routine feedback and prior evaluation results.

Ultimately, this evaluation process is intended to be used as a basis for quantifying job performance on a numerical basis in order to determine merit pay increases (subject to the terms and conditions of the collective bargaining agreement).

PROCEDURES

Step 1 – An employee's immediate supervisor shall provide an employee with an evaluation packet (to include a current job description) with a deadline date (up to 7 days) to complete a self-appraisal. The employee shall return the completed form to the supervisor and schedule a mutually convenient time and place to meet during work hours.

Step 2 – The supervisor shall meet with the employee to discuss the self-appraisal results and the supervisor's observations on all evaluation criteria.

Step 3 – The supervisor shall then complete an independent evaluation pursuant to the guidelines set forth herein. The supervisor shall submit his/her "draft" evaluation and the employee's self-appraisal to the Director of Public Works who shall then prepare the actual evaluation for review by the Town Administrator, to be forwarded along with a copy of the "draft" evaluation and the employee's self-appraisal.

Step 4 – The Town Administrator shall ensure the final evaluation is consistent with federal and state labor laws and the guidelines set forth herein; as well as making sure the evaluation is an unbiased and accurate reflection of the employee's job performance to the greatest extent possible.

Step 5 – The Director of Public Works shall meet with the employee to present the final evaluation and discuss the results. The employee shall thereafter be given one week to sign and return the form along with any personal remarks desired. In addition, the employee may appeal the evaluation pursuant to the grievance process set forth in the collective bargaining agreement.

Step 6 – Upon receipt of the employee's signed evaluation, the Town Administrator shall process such paperwork as may be necessary to provide the employee with a pay increase based on the evaluation results as of the effective date (anniversary or completion of probation). The final evaluation shall be placed in the employee's personnel file.

GUIDELINES

It shall be the policy of the Town to have supervisors conduct employee job performance evaluations based on the following principles:

1. Objectivity
2. Honesty, Truthfulness & Integrity
3. Consistency
4. Accuracy
5. Accountability

Supervisors shall be specifically trained by the Town in the evaluation process to ensure they are familiar with these principles and guidelines in the administration of their evaluation responsibilities.

Evaluations will be limited to a defined time period, whereby conduct that took place prior to or after the specific evaluation period shall not be considered, except to the extent that improvements or the need for corrective action had been previously identified.

The evaluation form is organized using a numeric grade system to rate employee job performance based on the following scale:

[0.0] Unsatisfactory: Minimum expectations are not being met; performance is highly deficient

[0.5] Half-way Between Unsatisfactory and Needs Improvement

[1.0] Needs Improvement: Performance is somewhat below expectations; better effort is required and/or more focus on results

[1.5] Half-way Between Needs Improvement and Proficient

[2.0] Proficient: Meets expectations; average performance

[2.5] Half-way Between Proficient and Commendable

[3.0] Commendable: Performance expectations are often exceeded; goes above and beyond the basic effort with good results

[3.5] Half-way Between Commendable and Exceptional

[4.0] Exceptional: Superior effort and outstanding results are consistently demonstrated

Employees shall have their job performance evaluated based on the categories and criteria set forth below. Supervisors shall enter appropriate comments based on personal observations and documented events, followed by a numeric rating as indicated above using the applicable form as attached hereto.

PART A. GENERAL EXPECTATIONS OF ALL EMPLOYEES

A.1 QUALITY OF WORK

Can the employee be depended upon to meet finished product expectations? Is the work consistently thorough, accurate and timely? Are errors or mistakes often noted? Are things done right the first time? Does the employee forget to do parts of a project? Can the end results be used as a model for others? Is work done neatly or sloppily? Is attention to detail obvious or lacking?

A.2 QUANTITY OF WORK

Does the employee keep up or fall behind other workers? Does the employee exceed the output of others? Is work time spent productively? Are daily assignments completed in their entirety? Does the employee request additional assignments? What happens to work output before and after break times or absences from work?

A.3 PERSONAL WORK HABITS

Does the employee report to work punctually? How often does the employee use sick leave? Is sick leave abused? Does the employee ask to leave work early due to illness or appointments? Does the employee appear disheveled or unkempt? Does the employee dress appropriately? Does the employee maintain a neat and organized work area? Does the employee report to work when truly sick? Is the employee a positive role model for others? Does the employee conduct himself/herself in a professional manner? Does the employee use appropriate language? Is the employee always truthful?

A.4 ATTITUDE

To what extent does the employee cooperate with fellow workers? Is the employee moody or non-communicative? Does the employee demonstrate enthusiasm or complain about work assignments? How does the employee interact with the public and other Town officials? Does the employee spread gossip or rumors about others? Is the employee's temperament appropriate? How does the employee respond to criticism and suggestions? Does the employee lack tactfulness at times? Is the employee sensitive to the needs or shortcomings of others? Does the employee foster a productive and friendly work atmosphere? Does the employee care about the funds used for departmental purposes? Does the employee treat Town property with respect? Does the employee listen attentively and follow directions?

A.5 ADAPTABILITY & PROBLEM-SOLVING

How does the employee cope with unfamiliar work? Does the employee require close supervision? Does the employee show initiative and self-motivation? Is the employee flexible as priorities shift or emergencies develop? Does the employee show an interest in expanding job knowledge? How does the employee react to new ideas? Does the employee suggest new approaches to problem-solving? How does the employee react to unsuccessful experiments? Is the employee able to identify or anticipate problems and communicate such issues to management?

A.6 SAFETY COMPLIANCE

Does the employee always comply with safety policies and procedures? Does the employee demonstrate concern for a safe work environment? Does the employee engage in horseplay or dangerous behavior? Does the employee have to be reminded to use appropriate protective equipment and practices? Does the employee always wear a seat belt in a Town vehicle? Does the employee provide suggestions for enhancing worker safety? Has the employee had any workplace accidents? Has the employee failed a random drug test? Does the employee recognize the importance of law enforcement in the promotion of safety?

PART B. SPECIFIC EXPECTATIONS BASED ON JOB CLASSIFICATION

B.1 TECHNICAL SKILLS

Is the employee familiar with the job description? Is the employee capable of performing all of the duties set forth in the job description? Has the employee demonstrated the ability to perform the duties of the position with distinction? Does the employee avoid certain responsibilities? Has the employee requested and/or undergone training to stay current in emerging technologies? Does the employee ask questions to better understand his/her responsibilities? Is the employee ready for additional responsibilities? Does the employee voluntarily apply additional skills for the benefit of the department? Is the employee working to his/her maximum potential? Is the employee respected by professional colleagues?

B.2 ORGANIZATION

Has the employee demonstrated the ability to organize and prioritize assignments? Does the employee appear organized when he/she attends meetings? Are deadlines met? Does the employee frequently appear to be in crisis mode? Does the employee anticipate project obstacles and develop plans to achieve success? Does the employee delegate appropriately? Is the employee able to meet the daily workload and if not, does he/she communicate legitimate reasons to a supervisor? Does the employee waste time during the workday?

B.3 TEAMWORK

Is the employee a leader or a follower? Does the employee accept accountability for personal work shortfalls? Does the employee solicit input and ideas from others? Does the employee blame others for mistakes? Does the employee offer praise to others? Does the employee have personality conflicts with other members of the work team? Has the employee demonstrated a willingness to share skills and coach others? Does the employee ask for others to help with a difficult task? Does the employee speak of Town government or Town officials in a complimentary or derogatory manner? Does the employee speak of wanting to work somewhere else or of striving for advancement? Does the employee respect the chain of command?

B.4 PUBLIC RELATIONS & COMMUNICATIONS

Does the employee communicate appropriately with citizens? Has the employee gone above and beyond the call of duty to help someone? Does the employee provide concise verbal and/or written communications to supervisors, subordinates and co-workers? Does the employee spread misinformation or partial renderings of actual events? Is the employee an advocate for the department? Does the employee accurately explain his/her role in Town government to others? Does the employee refer citizen inquiries to supervisors? Has the employee been the recipient of a citizen complaint and if so, was there any validity to the complaint? Has the employee done anything to cast discredit on the department? Are reports and project documentation completed in an appropriate manner? How does the employee interact with other government agencies and outside crews? How are reports and presentations handled?

TABULATING THE RESULTS

Upon the completion of Parts A and B, the evaluator shall add up the numeric ratings and divide by ten, rounding to the nearest tenth of a percent. These numbers shall be written on the evaluation form and the final rating average number shall be used to provide the employee with a percentage wage rate increase, as otherwise set forth in the collective bargaining agreement.

PART C. ADDITIONAL EVALUATION CRITERIA

The evaluator shall provide a detailed narrative overview as a supplement to the comments and numeric ratings using the following criteria as set forth on the evaluation form:

C.1 ACCOMPLISHMENTS

C.2 STRENGTHS

C.3 WEAKNESSES

C.4 ACTION PLAN FOR IMPROVEMENTS

C.5 DEPARTMENTAL GOALS & OBJECTIVES

C.6 SUPERVISOR'S ROLE/CONTRIBUTIONS TOWARDS EMPLOYEE'S FUTURE SUCCESS

EVALUATION CODE OF ETHICS

It shall be the responsibility of each and every participant in the evaluation process to conduct themselves in accordance with the following principles:

- Treat each other with respect.
- Allow for each person to fully express their personal viewpoints.
- Conduct meetings in a comfortable, private location to minimize disruptions.
- Refuse to take personal calls during the meetings.
- Cite specific incidents whenever possible.
- Allow plenty of time to complete the process.
- Maintain an open mind.
- Ask questions to avoid misunderstandings.
- Communicate regularly as a follow-up.

TOWN OF GILFORD, NEW HAMPSHIRE
EMPLOYEE EVALUATION FORM

EMPLOYEE'S NAME:_____

EMPLOYEE'S TITLE:_____

DEPARTMENT:_____

DATE OF HIRE (F/T):_____

DATE OF CURRENT CLASSIFICATION (ANNIVERSARY DATE):_____

EVALUATION PERIOD FROM:_____ TO:_____

SUPERVISOR'S NAME:_____

SUPERVISOR'S TITLE:_____

DATE OF EVALUATION:_____

TYPE OF EVALUATION:
[ ] PROBATIONARY
[ ] ANNUAL REVIEW
[ ] OTHER

LEVELS OF PERFORMANCE:

[0.0] Unsatisfactory: Minimum expectations are not being met; performance is highly deficient

[0.5] Half-way Between Unsatisfactory and Needs Improvement

[1.0] Needs Improvement: Performance is somewhat below expectations; better effort is required and/or more focus on results

[1.5] Half-way Between Needs Improvement and Proficient

[2.0] Proficient: Meets expectations; average performance

[2.5] Half-way Between Proficient and Commendable

[3.0] Commendable: Performance expectations are often exceeded; goes above and beyond the basic effort with good results

[3.5] Half-way Between Commendable and Exceptional

[4.0] Exceptional: Superior effort and outstanding results are consistently demonstrated

PART A. GENERAL EXPECTATIONS OF ALL EMPLOYEES

A.1 QUALITY OF WORK

GRADE: _____

COMMENTS:_____

_____

_____

_____

_____

_____

A.2 QUANTITY OF WORK

GRADE: _____

COMMENTS:_____

_____

_____

_____

_____

_____

A.3 PERSONAL WORK HABITS

GRADE: _____

COMMENTS:_____

_____

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_____

A.4 ATTITUDE

GRADE: _____

COMMENTS:_____

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_____

A.5 ADAPTABILITY & PROBLEM-SOLVING

GRADE: _____

COMMENTS:_____

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_____

A.6 SAFETY COMPLIANCE

GRADE: _____

COMMENTS:_____

_____

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_____

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_____

B.4 PUBLIC RELATIONS & COMMUNICATIONS

GRADE: _____

COMMENTS:_____

_____

_____

_____

_____

_____

TOTAL OF ALL GRADES _____ (A1+A2+A3+A4+A5+A6+B1+B2+B3+B4)

DIVIDED BY 10 = _____ (MERIT PAY AMOUNT)

PART C. ADDITIONAL EVALUATION CRITERIA

C.1 ACCOMPLISHMENTS

_____

_____

_____

_____

_____

C.2 STRENGTHS

_____

_____

_____

_____

_____

PART B. SPECIFIC EXPECTATIONS BASED ON JOB CLASSIFICATION

B.1 TECHNICAL SKILLS

GRADE: _____

COMMENTS:_____

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_____

B.2 ORGANIZATION

GRADE: _____

COMMENTS:_____

_____

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_____

_____

B.3 TEAMWORK

GRADE: _____

COMMENTS:_____

_____

_____

_____

_____

_____

C.3 WEAKNESSES

C.4 ACTION PLAN FOR IMPROVEMENTS

C.5 DEPARTMENTAL GOALS & OBJECTIVES

C.6 SUPERVISOR'S ROLE/CONTRIBUTIONS TOWARDS EMPLOYEE'S FUTURE SUCCESS

OTHER COMMENTS:_____

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_____ _____

DEPARTMENT MANAGER'S SIGNATURE DATE

EMPLOYEE'S COMMENTS:_____

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_____ _____

EMPLOYEE'S SIGNATURE DATE

_____ _____

TOWN ADMINISTRATOR'S SIGNATURE DATE