

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

ENDING MARCH 31, 2008

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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. (See 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.

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 Head.
- 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.

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 rehiring. 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 5 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 When a vacancy occurs or a new job or position is established in the Department covered by the bargaining unit the employee with the greatest town seniority who meets the minimum qualifications as specified on the job description shall be given the first opportunity to fill the vacancy, new job or new position. 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 After an award is made of a promotion/transfer, the name of the person promoted/transferred shall be posted for five (5) working days following said award. Employees may file a grievance within eleven (11) working days of the date posted, in accordance with the grievance procedure.
- 6.4 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.
- 6.5 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. All internal candidates must receive notice of disqualification and the reason(s) therefore prior to outside candidates being hired.
- 6.6 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 procedure contained herein.
- 6.7 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.
- 6.8 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.
- 6.9 If qualified candidates are not available or have not responded to the posting then the Town may fill the vacancy in any manner necessary.
- 6.10 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 the 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, provided there is an internal candidate interested in and available to fill the vacated position or, in the event there is no immediate interested available candidate, as soon as an internal interested and available candidate applies.

ARTICLE 7

WAGES

- 7.1 Any employee who is not at maximum step shall be eligible for a merit increase in accordance with Section 7.2 of the Collective Bargaining Agreement.

Effective April 1, 2005, 2006 and 2007 the WAGE SCHEDULE shall be adjusted by 2.5% as provided in Appendices B-1, B-2 and B-3.

- 7.2 Each employee shall be evaluated annually prior to his/her anniversary of date in grade. Employee's achieving an overall acceptable evaluation shall be awarded a step increase.

- 7.3 In the event a step increase is withheld due to an unacceptable evaluation and the employee achieves an overall acceptable rating within ninety (90) days, he/she shall be awarded the step increase at the end of ninety (90) days without retroactivity. An unacceptable evaluation may be appealed to the Board of Selectmen; the decision of the Board of Selectmen shall be final and binding.

- 7.4 Failure of an employee to attain and maintain an overall satisfactory evaluation may result in disciplinary action up to and including termination.

- 7.5 The Town reserves the right to hire employees at a rate higher than the minimum rate for the hiring classification if the Town deems such action to be warranted.

- 7.6 Employees who are at the top of their wage scale shall receive a 3.0% lump sum "step increase" on their anniversary date in accordance with the provisions of 7.2 and 7.3 above, in addition to the wage increase provided in 7.1.

ARTICLE 8

HOURS OF WORK AND OVERTIME

- 8.1 All time worked in excess of forty (40) hours in any one (1) week 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.
- 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 for a minimum of two (2) hours at straight time unless such call back would otherwise result in overtime eligibility as provided in 8.1 above. 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 one (1) hour or less 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.
- 8.4 Overtime work which is scheduled in advance or which requires employees to be called in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification within the Division which normally performs the work. If the overtime situation requires additional employees to be assigned, then such assignments shall be made among qualified employees on the basis of Department Seniority.
- 8.5 No temporary, probationary or seasonal employees shall be assigned to overtime work until all regular employees shall have been offered the opportunity for such assignment.
- 8.6 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.
- 8.7 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.

- 8.8 Town Offices Closed: Should the Town offices be closed because of weather or any other reason so declared by the Town, all public works 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 hourly rate for each hour of Town Hall closure occurring during the regular work schedule.

ARTICLE 9

PLUS RATE

- 9.1 Effective upon the date of signing of this Agreement, hourly paid employees in the bargaining unit will be compensated on a Plus-Rate basis of one (1) pay step (no less than 2 ½% to the nearest whole cent) above his/her present rate or the entrance rate, whichever is higher, for working in higher level classifications for a continuous one (1) week period. Such assignment shall be by classification seniority from the next lower level within the Division.
- 9.2 Assignments to higher paying job classifications, temporary or otherwise, shall be made in accordance with the provisions of this Agreement.
- 9.3 All new positions, regular promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the Union bulletin boards for at least ten (10) working days and any interested employee shall have the opportunity to apply for such positions, promotions or transfers.

ARTICLE 10

HOLIDAYS

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

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Columbus Day
Labor Day	Floating Holiday
Veterans' Day	

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. 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.

ARTICLE 11

VACATION

11.1 The following vacation schedule shall be in effect for all bargaining unit employees:

<u>Years of service</u>	<u>Days per year</u>	<u>Monthly accrual</u>
1 - 7	10	5/6
8 - 15	15	11/4
16 - 20	20	12/3
21 - 25	1 additional day for each year of service to a maximum of twenty-five (25)	

Vacation leave may be accrued up to a maximum of twenty (20) days.

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

11.3 Vacation schedules shall be determined by the Department Head in accordance with Department requirements but shall make all reasonable efforts to accommodate an employee's request consistent with the needs of the business. Where conflicts in vacation requests exist, Department seniority shall prevail.

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.

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 employees shall earn Sick Leave with pay at the rate of one day of Sick Leave for each completed month of service. Sick Leave shall not be taken in advance of earning same.
- 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 Head 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 (1) 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, 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 Head 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 Non-Absence Accrual - At the end of each quarter (January - March; April - June; July - September; October - December) during which a regular full-time or regular part-time employee is not absent from work on sick leave, that employee will receive one (1) day's pay at the employee's current rate. An employee who works a full calendar year (January - December) without being absent from work on sick leave, will receive an additional day's pay.

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. 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 donor'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 for up to twenty-six (26) weeks due to non-job related illness or injury. Any request for an extension beyond twenty-six (26) weeks must be submitted to the Town Administrator whose decision shall be final and binding.

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
Brother	Sister
Father-in-law	Mother-in-law
Brother-in-law	Sister-in-law
Step-father	Step-mother
Grandfather	Grandmother
Grandchild	

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: A full-time Town employee 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 recommended to the Board of Selectmen, by the Town Administrator. 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 of the employee.

ARTICLE 14

EDUCATION INCENTIVE

- 14.1 The following education reimbursement policy will apply to members of the bargaining unit covered 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 Head 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 MEDICAL INSURANCE

- (a) For regular full-time employees the Town shall Provide:
- single, two person or family coverage of the BCT3T10-R\$3/15M/\$1 or similar coverage as follows:
 - Effective April 1, 2005, 90% of the premium cost
 -
- (b) As an option to (a) above, the Town shall provide, for interested regular full-time employees one hundred percent (100%) of the premium cost for single, two person or family coverage, for HMO (Mathew Thornton) R\$3/15/\$1 coverage.
- (c) All employee cost share contributions shall be paid in weekly increments or may be paid through weekly payroll deductions and shall be on a Section 125 pre-tax basis.
- (d) Any regular full-time employee, upon satisfactory evidence that he/she has medical insurance coverage through a spouse or other family member's policy shall be reimbursed, based upon the employee's eligibility: \$1,000 for single coverage; \$1,500 for two-person coverage; or \$2,000 for family coverage. Reimbursement shall be paid in weekly increments or applied to the purchase of other benefits at the employee's option.

15.2 Group Dental Coverage: The Town shall provide for each regular full time employee, fully paid group dental coverage for each regular employee, which insurance shall be the Family, Two Person or Single Person plan for which the employee may be eligible. The type and level of benefit provided by the Town, the amount of contribution required and the providers and programs, will be determined by the Board of Selectmen.

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 Effective July 1, 2000, the Town of Gilford agrees to provide 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 Twenty-five Dollars (\$125.00) towards the cost of a pair of safety shoes/boots effective September 1 of each year. Should replacement shoes/boots become necessary due to excessive wear or damage, the Town shall pay, with prior approval of the Department Head and upon presentation of evidence of purchase, up to an additional Seventy-five Dollars (\$75.00) towards such replacement.
- 17.2 In addition to the shoe/boot provision above, the Department will, upon successful completion of the probationary period, issue to all full-time employees the following uniform items:

Five (5) each shirts, pants and tee shirts
Three (3) sweatshirts
One (1) each hat, pair of gloves, traffic vest, and hard hat
One (1) fall coat and one (1) winter coat

Uniforms shall be worn as ^{B.T.} ~~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 Operations Manager or Director for approval of replacement.

The Department will make available to employees rain suits, rain boots, and waders in various sizes to be worn as necessary and will not be issued to individual employees.

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.

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.
- 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 Head or his/her designee shall have the authority to down a vehicle or 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 Personnel Records: Employees shall, upon request, be entitled to their personnel files at a reasonably scheduled time. 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.

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 Head 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 Head 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 Head, the grievant(s) and/or the Union may file, within twenty (20) work days following the Department Head'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 lockout, furlough or contracting out of services normally performed by 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 Department Head shall be required to 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 designee, at the resigning employee's request. Under no condition shall this interview be waived.
- 23.6 The new wage schedule shall be provided to all bargaining unit members by April 1st of each year.

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 273:1: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 from date of signing up to and including March 31, 2008, except as otherwise specified in individual Articles and shall continue from year to year, thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.
- 26.2 Should no such cancellation or termination notice be served and 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.

FOR AFSCME LOCAL 534

Bryan Lamiande
Wayne S. Elliott
John Smith
[Signature]

DATE SIGNED: 3-30-05

FOR THE TOWN OF GILFORD, N.H.

Rose H. Baucher
[Signature]
[Signature]

DATE SIGNED: 3-30-05



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, grievance.

Signed this 16th of March, 1998.


 JACK BUCKLEY
 Alternate Chairman

APPENDIX B1

Town of Gilford - Wage & Salary Scale
 2005 Adjusted by 2.5%
 AFSCME Scale Effective 4/1/05

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Positions
2	11.30	11.58	11.87	12.16	12.47	12.78	13.10	13.43	13.76	14.11	14.46	14.82	Laborer Custodian
3	11.56	11.85	12.15	12.45	12.76	13.08	13.41	13.74	14.08	14.44	14.80	15.17	Landfill Attendant
4	11.96	12.26	12.57	12.88	13.20	13.53	13.87	14.22	14.57	14.94	15.31	15.69	Truck Driver
5	12.29	12.60	12.91	13.23	13.57	13.91	14.25	14.61	14.97	15.35	15.73	16.13	Light Equip.
7	13.21	13.54	13.88	14.23	14.58	14.95	15.32	15.70	16.10	16.50	16.91	17.33	Heavy Equip. Bldg Maint. Foreman
8	13.88	14.23	14.58	14.95	15.32	15.70	16.10	16.50	16.91	17.33	17.77	18.21	Mechanic
9	14.57	14.93	15.31	15.69	16.08	16.48	16.90	17.32	17.75	18.20	18.65	19.12	Sewer Technician
10	15.30	15.68	16.07	16.48	16.89	17.31	17.74	18.19	18.64	19.11	19.59	20.07	Shop Foreman Highway Foreman

APPENDIX B2

Town of Gilford - Wage & Salary Scale
 2006 Adjusted by 2.5%
 AFSCME Scale Effective 4/1/06

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Positions
2	11.58	11.87	12.17	12.47	12.78	13.10	13.43	13.76	14.11	14.46	14.82	15.19	Laborer Custodian
3	11.85	12.15	12.45	12.76	13.08	13.41	13.74	14.09	14.44	14.80	15.17	15.55	Landfill Attendant
4	12.26	12.57	12.88	13.20	13.53	13.87	14.22	14.57	14.94	15.31	15.69	16.09	Truck Driver
5	12.60	12.92	13.24	13.57	13.91	14.26	14.61	14.98	15.35	15.74	16.13	16.53	Light Equip.
7	13.54	13.88	14.23	14.58	14.95	15.32	15.70	16.09	16.50	16.91	17.33	17.77	Heavy Equip. Bldg Maint. Foreman
8	14.23	14.59	14.95	15.32	15.71	16.10	16.50	16.91	17.34	17.77	18.22	18.67	Mechanic
9	14.93	15.30	15.69	16.08	16.48	16.89	17.31	17.75	18.19	18.65	19.11	19.59	Sewer Technician
10	15.68	16.07	16.47	16.89	17.31	17.74	18.18	18.64	19.10	19.58	20.07	20.57	Shop Foreman Highway Foreman

APPENDIX B3

Town of Gilford - Wage & Salary Scale
 2007 Adjusted by 2.5%
 AFSCME Scale Effective 4/1/07

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Positions
2	11.87	12.17	12.47	12.78	13.10	13.43	13.77	14.11	14.46	14.82	15.19	15.57	Laborer Custodian
3	12.15	12.45	12.77	13.08	13.41	13.75	14.09	14.44	14.80	15.17	15.55	15.94	Landfill Attendant
4	12.57	12.88	13.21	13.54	13.87	14.22	14.58	14.94	15.32	15.70	16.09	16.49	Truck Driver
5	12.92	13.24	13.57	13.91	14.26	14.62	14.98	15.36	15.74	16.14	16.54	16.95	Light Equip.
7	13.88	14.23	14.58	14.95	15.32	15.70	16.10	16.50	16.91	17.33	17.77	18.21	Heavy Equip. Bldg Maint. Foreman
8	14.59	14.95	15.33	15.71	16.10	16.51	16.92	17.34	17.78	18.22	18.68	19.14	Mechanic
9	15.30	15.68	16.07	16.48	16.89	17.31	17.74	18.19	18.64	19.11	19.59	20.07	Sewer Technician
10	16.07	16.47	16.88	17.31	17.74	18.18	18.64	19.10	19.58	20.07	20.57	21.09	Shop Foreman Highway Foreman

