

COPY



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF GILFORD

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

ON BEHALF OF THE

TOWN OF GILFORD POLICE DEPARTMENT EMPLOYEES

January 1, 2009 – December 31, 2010

The Town of Gilford, acting through its duly authorized Board of Selectmen (hereinafter referred to as the "Town") and Teamsters Local 633 of New Hampshire (hereinafter referred to as the "Union") agree as follows:

Article 1
Recognition and Bargaining Unit Description

1.1 The Town recognizes Teamsters Local 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Union for the purpose of collective bargaining as to terms and conditions of employment pursuant to the provisions of RSA 273-A; in accordance with the certification and order issued by the New Hampshire Public Employee Relations Board by decision number 2007-142 dated October 5, 2007.

1.2 The bargaining unit shall consist of the following regular full-time employees in the Gilford Police Department: Clerks, Dispatchers, Patrol Officers and Corporals.

1.3 The following Town employees are excluded from the bargaining unit and are therefore not subject to the terms of this Agreement: Executive Secretary, Sergeant, Lieutenant, Captain and Chief.

1.4 The Union will keep the Town informed of the correct names and addresses of the officers and stewards of Teamsters Local 633.

Article 2
Employee Rights

2.1 The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.

2.2 The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.

2.3 Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct from the pay of the member the authorized dues and initiation fees for Union membership and voluntary D.R.I.V.E. contributions, as certified to the Town by the Teamsters Local 633. Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period. The Town will send the amount so deducted once a month, prior to the 20th of the month for which the dues are deducted, to the Secretary-Treasurer, Teamsters Local 633 of N.H., PO Box 870,

Manchester, NH 03105. The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the administration of this Article.

2.4 The Town will provide space for the Union to install a bulletin board for the purpose of posting Union notices and information.

2.5 Any unit employee who chooses not to join the Union shall pay an agency fee to the Union 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 ninety-five percent (95%) of 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. If the Union determines that the cost of collective bargaining and contract administration exceeds ninety-five percent (95%) of the dues paid by members, the Union agrees to meet with the Town to discuss a possible increase in agency fees beyond the ninety five percent (95%) cap established above.

Article 3 **Management Rights**

3.1 Except as specifically limited or abridged by the terms of this Agreement, the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

3.2 The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of the operation of the Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

3.3 The Chief of Police shall retain full authority to direct personnel in an emergency situation, and the Board of Selectmen shall have the ultimate authority to approve, adopt and enforce Police Department operating procedures and all other terms and conditions of employment that are not specifically covered by this Agreement.

Article 4
Consultation

4.1 Representatives of the Union may meet with the Chief of Police or his/her designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his/her designee and the Union from meeting on a less frequent basis on mutual agreement.

4.2 Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time, if matters of mutual concern arise.

Article 5
Grievance Procedure

5.1 A grievance is defined as a written dispute, claim, controversy or complaint which is filed and signed by the Union or a unit employee that alleges a violation of this Agreement. (Note: An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.)

5.2 Each grievance must be submitted in writing by the Union or the employee 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.

5.3 **Grievance Procedures**

Step One - An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) business days after the employee knew, or should have known, the facts on which the grievance is based, and in no case more than thirty (30) days from the occurrence of the act by the Town causing the grievance. The Chief or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter. However, if an employee is suspended without pay or discharged they will be entitled to skip Step One of the grievance procedure and go directly to Step Two and the Town Administrator or his/her designee will make himself/herself available within five (5) business days. If this does not occur the aggrieved employee can go directly to step 3.

Step Two - If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the

Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Employer action in question. Within twelve (12) business days following receipt of the appeal, the Town Administrator shall schedule a Hearing. Said hearing shall be held no later than twenty (20) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three - If the employee is not satisfied with the decision of the Town Administrator, the Union or employee may file, within ten (10) days following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the Union believes has been violated by the Town. Within ten (10) working 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 thirty (30) days, twenty (20) days if the issue involves a loss of pay for an employee, following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

Step Four - If the employee is not satisfied with the decision of the Board of Selectmen, the Union or employee may file, within thirty (30) business days following the receipt of the Board's decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be advisory only, and shall not be binding on the Town. Within ten (10) days of receipt of the arbitrator's advisory decision, the Board shall issue a final decision on the grievance. If the issue before the arbitrator involves discipline, the arbitrator shall determine only if the employee actually committed the offense that led to the discipline. Once an arbitrator determines that an employee did commit an offense that led to discipline, the Town's determination of the appropriate level of discipline will prevail.

- 5.4 The cost of arbitration shall be borne equally by the Town and the Union.
- 5.5 The foregoing time limitations may be extended by mutual agreement of the parties.
- 5.6 The grievant may be present at all steps of the procedure.
- 5.7 The grievant has the right to be represented at any step of the grievance procedure as outlined in Section 3 of this Article, by a representative of the Union, either a Steward or the Union Business Agent.
- 5.8 Individuals called as witnesses shall be compensated by the party initiating the request for such service.
- 5.9 No material related to the filing of a Grievance shall be placed in the employee's Personnel File.
- 5.10 Time Limits. Unless time limitations have been mutually extended as set forth herein, the failure of the Union or an employee to file a grievance as set forth in Section 5.2 within the allotted time frames shall void the grievance. A failure on the part of the Town to respond

within the allotted time frames shall constitute a denial of the grievance.

Article 5A **Personnel Files**

5A.1 Employee Access to Personnel Files. The rights of employees to access to their personnel file shall conform to RSA 275:56, provided, however, that employees may only review these files during non-working hours. There shall be a charge of ten cents per page for copies of documents.

5A.2 Public Access to Personnel Files. The Town shall not provide copies of any documents from an employees' personnel file to any person requesting such information except upon a signed written statement by the employee (to be confirmed verbally); and by court order or when such documents are being used by the Town for official purposes not otherwise prohibited by law.

5A.3 Any record of disciplinary action shall remain part of the employee's personnel file unless removed by decision of the Board of Selectmen.

5A.4 The Union and the Town agree that if an employee does not incur subsequent discipline for similar misconduct or incompetence, the value of such discipline diminishes over time. Warnings, reprimands, and suspensions of less than five (5) days, shall, after three (3) years, 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.

5A.5 Any and all unfounded complaints shall not be part of an employee's personnel file.

5A.6 Investigative files shall not be part of an employee's personnel file.

Article 6 **Leaves of Absence**

6.1 Leave from duty with pay shall be granted to on-duty members of the Union's Negotiating Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement.

6.2 Leave from duty with pay shall be granted to an on-duty employee who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any hearing relating to the employee's grievance.

6.3 Bereavement Leave. Employees shall be granted up to three (3) consecutive work days of paid leave upon the death of a spouse, or any member of his/her immediate family. Immediate family shall include the following: (step) mother, (step) father, (step) son, (step) daughter, (step) brother, (step) sister, grandmother, grandfather, grandchild, ward, or relative

residing in the employee's home. Special leave of one (1) working day with pay shall be granted to an employee for the purpose of attending the funeral in the event of death of his/her sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt or uncle. Exceptions may be made by the Chief of Police or his/her designee in special circumstances.

6.4 The Family Medical Leave Act (FMLA) will be provided in accordance with federal law and as otherwise outlined in the Town's Personnel Plan.

6.5 Military Leave. The Town shall grant leaves of absence without pay to unit employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the USERRA of 1994.

6.5.A Employees in the military reserve will receive the required time off to complete training and drill obligations, provided that a copy of the official orders or instructions are presented to the Police Chief as soon as possible. This information shall be made a part of an employee's permanent personnel record. Employees who enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, shall have all of the re-employment rights as allowed by applicable laws.

6.5.B Employees must notify the Police Chief of their availability to return to work as soon as possible, but no later than three (3) business days after receiving official notice from the military of pending discharge or release from duty.

6.5.C The Town reserves the right to use whatever means it deems necessary to fill a vacancy for the duration of a military leave of absence, including, but not limited to mandatory overtime, shift changes and/or the employment of qualified temporary employees.

6.5.D Upon return from military duty, employees will be placed in the position previously held with status and pay pursuant to this Agreement, provided the employee meets all fitness for duty and certification standards.

6.6 Unpaid Leave of Absence. The Board of Selectmen may, at its sole discretion, grant an unpaid leave of absence to an employee upon written request due to an emergency or extenuating circumstances not covered by FMLA or any other applicable law. The decision of the Board and any conditions that may be imposed in approving such a request shall be final and not subject to any grievance proceedings. Although no paid leave benefits will be allowed to accrue during an unpaid leave of absence under this Section, such time will count towards years of service. [See also Sections 14.3 (short-term disability) and 14.4 (long-term disability)]

6.7 Childbearing. For the purpose of childbearing, a female employee shall be granted a leave of absence pursuant to the provisions of RSA 354-A:7,VI and the FMLA. The employee will be paid for the period of disability provided the employee has sufficient accumulated vacation, holiday pay and/or sick leave available to cover such time off; otherwise the leave shall be unpaid pursuant to the provisions of Section 6.6 above.

Article 7
Probationary Employees

7.1 Notwithstanding the provisions of Section 7.2 below, all regular full-time Police Department "civilian" employees whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a six (6) month probation period upon being hired. In addition, the Town reserves the right to extend the initial probation period for an additional three (3) months at its sole discretion.

7.2 All employees hired as a regular full-time Police Officer whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a twelve (12) month probation period. In addition, the Town reserves the right to extend the probation period until such time as the employee is certified by the State of New Hampshire as a full-time Police Officer.

7.3 A probationary employee may be discharged as a Town employee at any time for any reason and shall not be entitled to any of the terms and conditions of this Agreement, except as otherwise noted in Section 8.3.

Article 8
Promotions and Transfers

8.1 The Town shall provide the Union with notice of all Town job vacancies for posting on the Union bulletin board.

8.2 Vacancies and promotions shall be filled by the most qualified applicant as determined solely by the Town; however, the Town will make every effort to promote qualified employees from within the bargaining unit.

8.3 An employee who is promoted to another position shall be placed in a probationary status in that position for ninety (90) days during which time the Town shall evaluate the employee's job performance as it deems necessary. If an employee is a member of the bargaining unit and is found to perform the duties unsatisfactorily, (as determined solely by the Town), then he/she shall be returned to the classification, pay grade and wage rate in effect prior to the promotion. In addition, any member of the bargaining unit who is promoted shall be returned to his/her previous job classification and pay upon written request at anytime during the probationary period. [NOTE: nothing herein is intended to waive the probation period and the requirement for certification in the event a civilian employee is promoted to a Police Officer position as set forth in Section 7.2.]

8.4 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.

8.5 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.

8.6 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, subject to the provisions of the grievance procedures as set forth herein.

8.7 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 9 **Overtime**

9.1 Employees covered by this Agreement shall be entitled to be paid at the rate of time and a half their respective regular rates for all time worked in excess of forty (40) hours in the seven day work period (Sunday through Saturday).

9.2 All overtime must be approved by the Police Chief or his/her designee. Except in the event of an emergency, the Town will attempt to provide employees with advance notice of the necessity for overtime work. To the extent possible, the Town will attempt to equally distribute overtime among employees.

9.3 Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of (2) two hours of pay at time and a half. Call back pay shall not apply in cases where an employee is required to extend his/her work shift on either end.

Article 10 **Court and Hearing Appearance**

10.1 Court Time. Unit employees who are required to appear to testify in court on work related matters outside of their regularly scheduled work hours, shall be compensated at a rate of time and one-half for the actual time spent in court, with a two (2) hour minimum. Travel time shall not count as hours worked, but employees shall be compensated for mileage or provided with a Town vehicle at the discretion of the Police Chief. Employees shall sign over to the Town all forms of compensation received through the court system.

10.2 The Town considers it a civic duty to serve on a jury if summoned and will grant employees leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular base pay as hours worked and shall sign over to the Town all forms of compensation received through the court system. Employees must show their jury summons to the Police Chief as soon as they receive the notice. In addition, the employee is expected to

promptly return to their job if they are excused from jury duty during their regular working hours.

Article 11 **Holidays**

11.1 Public safety employees in the bargaining unit shall be expected to report to work as scheduled at all times, regardless of holidays. Such employees shall be compensated for holiday pay at the rate of one day (8 hours) per complete calendar month worked. Payment for up to 12 holidays per year shall be made with the first paycheck in the month of December, or upon separation at the pay rate in effect at that time.

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

11.2 Non-public safety employees in the bargaining unit who are allowed to take Town recognized holidays off shall be paid in accordance with the Town's Personnel Rules.

Article 12 **Vacation & Sick Leave**

12.1 Vacation

Unit employees are eligible for paid vacation. Each unit employee is required to take at least one scheduled work week of vacation leave per year.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date.

If illness or injury occurs during a scheduled vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

If requested, an employee shall be paid his/her vacation pay before starting vacation, provided that such vacation pay is scheduled at least two (2) weeks in advance; otherwise, the employee shall be paid vacation pay upon return from vacation. Advance pay will not be an option for the last two weeks of a fiscal year end, or the first week of a new fiscal year. Vacation pay for a full week will be paid and deducted for 40 hours.

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

1 - 7

8-15

16-20

21+

Vacation Time Earned Per Week

1.54 hours (= up to 10 days)

2.31 hours (= up to 15 days)

3.08 hours (= up to 20 days)

0.15 additional hours for each year of service (max 3.85 hours/25 days)

[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.]

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

12.1.B 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. In the event of extenuating circumstances, employees may request an additional forty (40) hours of vacation leave be carried over and such request shall not be denied, but must be used prior to April 1st otherwise it will be forfeited. Unused vacation leave 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 vacation leave request was denied by the Town for public safety reasons, in which case the employee shall be paid for one hundred percent (100%) of that unused leave.

12.1.C Employees shall receive one hundred percent (100%) of their accumulated vacation leave as part of their last paycheck upon separation.

12.2 Sick Leave

Unit employees shall be entitled to sick leave with pay, which shall be earned and accumulated at the rate of eight (8) hours per completed month of actual work to a maximum of one hundred twenty (120) hours. Employees must notify the supervisor at the employee's work place at least four (4) hours prior to their scheduled shift to be eligible for paid leave except in the case of an emergency. The Police Chief or Town Administrator may order the employee to submit to a physical examination by a physician employed by the Town if they have reason to believe an employee may be feigning illness or injury. Proof beyond a reasonable doubt that an employee has been feigning illness or injury shall be cause for dismissal. In all cases when an employee takes more than three (3) consecutive days of sick leave, they shall submit a doctor's certificate or these days shall be deducted from vacation time, or in the event vacation time has been exhausted, he/she shall not be paid for such days. Any employee may receive sick leave to attend to an illness or doctor's appointment for a member of the employee's immediate family (spouse and children), however, leave requested for this purposed shall not exceed thirty-two (32) hours per year.

Unit employees who have more than one hundred twenty (120) hours of sick leave on the books as of the effective date of this Agreement shall be allowed to retain and use all such time (up to a

maximum of 192 hours) but shall not be allowed to earn any additional sick leave in excess of the one hundred twenty (120) hour cap.

Employees on extended sick leave (beyond 3 days) should apply for Family and Medical Leave, otherwise they may be placed on FMLA by the Town. In the case of employees who are eligible and entitled to leave under FMLA, any sick leave taken under this Section will count towards the amount of leave permitted under the Act.

Employees may buy-back sick leave at their sole discretion when receiving payments under short-term or long-term disability.

Employees who are absent from work due to illness in excess of three consecutive work days shall be required to obtain certification from their physicians that they are able to return to work.

12.2.A At the end of each quarter (Jan – Mar, Apr – Jun, Jul – Sept, Oct – Dec) during which an employee is otherwise eligible for sick leave and does not utilize any sick leave, that employee will receive one (1) day's pay (eight hours) at the employee's current rate. An employee who works a full calendar year without utilizing any sick leave will receive an additional day's pay.

12.2.B Employees will be credited with sick leave time earned during the initial probation period upon the successful completion of the probation period.

12.2.C Upon employment separation, employees shall be compensated for unused sick leave up to a maximum of one hundred twenty (120) hours at the wage rate in effect at that time as follows:

Years 1 -5	-	0%
Years 6-10	-	50%
Years 11+	-	100%

12.2.D 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.

12.2.E Employees are not eligible to use sick leave pay to pay for an absence from work on a holiday, unless they provide the Town with a doctor's note.

[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.]

Article 13
Worker's Compensation

13.1 The Town shall provide workers' compensation insurance for all employees covered by this Agreement in accordance with the provisions of RSA281-A.

13.2 During such time as an employee is unable to work due to a worker's compensation injury claim, the injured employee may use his/her accumulated leave (or portions thereof) in order receive his/her regular weekly pay (up to 40 hours per week). Such leave may include vacation, holiday and/or sick leave.

13.3 Employees may buy-back used leave at their sole discretion when receiving worker's compensation insurance payments.

13.4 An employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at that time) upon a "fit for duty" medical diagnosis or an employee found to be working for someone other than the Town while on paid administrative leave due to a worker's compensation injury shall be discharged.

13.5 The Town reserves the right to have any employee who is out of work due to a workers' compensation claim evaluated by medical professional(s) of its choice at Town expense (including mileage reimbursement) at mutually convenient times.

13.6 The Town, at its discretion, may require injured employees to report to work for temporary light duty assignments if such work is approved by a medical doctor. Employees who refuse are subject to discharge.

13.7 An employee out of work due to a bonafide work place injury shall be considered to be on administrative leave for a period not to exceed eighteen (18) months from the date of injury. During this period he/she shall continue to be eligible for all benefits as set forth in this Agreement. If an employee is unable to return to his/her normal duties within eighteen (18) months from the date of the injury, the Town shall have the right to discharge the employee for medical reasons, and to disburse any accumulated leave time the employee may have available up to the maximum amounts as set forth herein. However, the availability for continued benefits and eighteen (18) month leave period shall not be applicable if the injury:

- (a) occurs while in the employ of someone other than the Town;
- (b) is the result the employee's own gross negligence or horseplay;
- (c) is a condition that existed prior to being employed by the Town.

Article 14
Insurances

14.1 **Health Insurance.** The Town will provide unit employees with the ability to enroll in either the Anthem Blue Choice Three-Tier or Matthew Thornton Blue health insurance plans as offered through the New Hampshire Local Government Center or the Northern New England Benefit Trust Plan A as offered through the Teamsters Local 633. 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 may substitute these policies for comparable or better coverage upon sixty (60) day written notification to the Union. The Town will pay ninety-five percent (95%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis.

Effective January 1, 2010, the Town shall pay ninety-two point five percent (92.5%) of the premiums.

[NOTE: comparable or better coverage shall be defined as no increase in out-of-pocket employee expenses for prescriptions, deductibles and co-payments.]

14.1.A **Health Insurance Opt-Out Plan.** If a unit employee has health insurance coverage outside the Town, the Town shall pay that employee thirty-five percent (35%) of the premiums for the least expensive plan offered based on the employee's eligibility for coverage, (family, two-person or single). 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 Town's insurance plan in accordance with the terms of the carrier.

14.2 **Dental Insurance.** The Town shall provide unit employees with the ability to enroll in the Delta Dental Option 1 insurance plan as offered through the New Hampshire Local Government Center. 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.

14.3 **Short-Term Disability Income Protection.** The Town will provide short-term [up to twenty-six (26) weeks] disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.4 **Long Term Disability Income Protection.** The Town will provide long-term disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to

maintain an employees' status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.5 General Liability Insurance. The Town agrees to protect and indemnify unit employees pursuant to the provisions of RSA 31:105-108. In addition, the Town will provide a general liability insurance policy for all employees covered by this Agreement.

14.6 Life Insurance. The Town shall provide unit employees, with fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.65) times the annual base salary, up to a maximum of \$100,000 in accordance with the terms of the carrier.

14.7 Flexible Benefit Plan. The Town will offer unit employees an IRS recognized Flexible Benefit program to include a health care reimbursement plan and a dependent care reimbursement plan in accordance with rules established by federal law, subject to such limitations as may be set by the Town.

14.8 IRS Taxable Benefits for Insurance. The Town will tax all insurances (health insurance for some dependants, life insurance over \$100K, etc.) and other fringe benefits as otherwise required by federal law.

Article 15 **Private Details**

15.1 Unit employees who are NH Certified Police Officers and otherwise qualified (trained) to work special private details shall be eligible to volunteer for such work during off-duty times on a sign-up basis, with preference given to unit employees based on seniority, provided, however, that requests for specific officers will be honored to the extent possible.

15.2 All employees who work a private detail will be paid at a rate of thirty-nine dollars (\$39.00) per hour, except on Town recognized holidays when the pay rate shall be forty-five dollars (\$45.00) per hour. The minimum pay shall be four (4) hours.

15.3 Travel time to a private detail work site shall not count as hours worked, but employees shall be compensated for mileage or provided with a Town vehicle at the discretion of the Police Chief.

15.4 The Police Chief shall have the ultimate authority to develop and implement a private detail sign-up system, assign specific personnel, (including supervisors), cancel details, decline a request to provide a detail officer or mandate detail coverage as deemed to be in the best interests of public safety.

15.5 Sign-ups and assignments for private details shall be offered exclusively to qualified volunteers from within the bargaining unit for a period of one week from the time a detail assignment is posted.

Article 16
Wages

16.1 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 A. Said plan shall be in effect as of the first pay period in January 2009. 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 16.3. The pay classification plan shall be increased by 2.75% effective during the first pay period in January 2010 as set forth in Appendix A-1 as attached hereto.

16.2 Wage Rates. Current employees (as of the date this Agreement is ratified by the parties) shall be assigned an employee classification and a specific step position (pay rate) in accordance with the pay classification plan referenced herein effective during the first pay period in January 2009, pursuant to the wage schedule attached hereto as Appendix B. All unit employees shall be given a 2.75% wage rate increase effective during the first pay period in January 2010, subject to the provisions of Section 16.4.B.

16.3 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 16.5 below, to seek a step reclassification.

16.4 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.

16.4.A Job performance evaluations shall be conducted in accordance with Town policy 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:

- 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%

16.4.B In the event that a 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 maximum 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 - $\$0.28 * 40 * 52$.)

16.4.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.

16.5 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.

16.5.A Temporary Service Out of Rank. A unit employee who performs the duties of a higher rank for a period of four (4) weeks or more upon authorization of the Police Chief and consent of the Board of Selectmen, shall be paid an additional five percent (5%) of his/her wages while performing such duties. (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 Police Chief.)

16.6 Heroic or Meritorious Effort Pay The Board of Selectmen, upon recommendation of the Town Administrator and Police Chief, 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 17 **Retirement**

17.1 All unit employees and the Town shall participate in the New Hampshire Retirement System under such terms and conditions as may be applicable under state law and in accordance with NHRS rules. In addition, employees may voluntarily contribute such funds as allowed by law towards an IRS recognized Section 457 plan as administered by the ICMA.

Article 18 **Safety & Training**

18.1 The Town will establish and maintain a Joint Loss Management Committee (JLMC) as

Agreement between the Town of Gilford and Teamsters Local 633 of New Hampshire

required by the New Hampshire Department of Labor. The Union shall delegate participation of one its members to serve on the JLMC and an alternate to serve when the regular delegate is unable.

18.2 The parties mutually agree to participate in a joint labor-management safety committee for the purpose of developing recommendations for a random drug testing program for police officers and dispatchers as well as any other employee safety and/or health issues. The committee shall submit such recommendations to the Board of Selectmen for a final decision at their sole discretion.

18.3 It is understood that the Town shall have the right to make and enforce regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town at all times, to include the use and care of such safety devices as may be assigned in accordance with their intended purpose. Employees who violate Town safety policies or willfully engage in unsafe conduct during work hours shall be subject to disciplinary proceedings, up to and including discharge.

18.4 The Town reserves the right to require employees to undergo and successfully complete training programs as may be mandated by law or otherwise required by the Police Chief. Such training will be at Town expense, (including mileage, travel, course materials, meals and lodging), subject to IRS guidelines and written Town policies; unless an employee requests to (a) participate in a training activity that falls outside his/her normal duties or (b) takes college courses; in which case Town reimbursements shall be as otherwise set forth in the Town's Personnel Rules.

Article 19

Miscellaneous Provisions

19.1 Mileage Reimbursement. An employee who has approval from the Police Chief or his/her designee to utilize a private vehicle to conduct departmental business shall be reimbursed at the Town's reimbursement rate from the Police Station or his/her home, whichever is closer to the destination of the assignment.

19.2 Drug Free Workplace. Employees are prohibited from reporting to work or working under the influence of any illegal drugs or controlled substances not medically authorized in his/her system or under the influence or impaired by alcohol or other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public or other employees while on Town property or on Town time or Town business. Employees may not enter onto Town property in possession of any illegal drugs or controlled substances not medically authorized, except as otherwise necessary in the performance of the duties of a Police Officer upon the confiscation of such substances.

19.3 Uniforms. The Town shall provide employees with uniforms to be worn whenever conducting official business, except when civilian attire is authorized by the Chief of Police. In addition, the Town shall provide employees with all insignia, equipment, safety devices,

footwear and gear (including jackets, weapons and ammunition) as determined necessary by the Police Chief for use in the course of duty. All such items shall remain property of the Town, except footwear and body armor. Employees shall be expected to maintain and care for all Town property to the standards established under Department rules and regulations, but the Town shall pay for cleaning costs. The Town shall replace such items as necessary absent employee abuse (in which case the employee shall replace the item) at the discretion of the Police Chief.

Article 20
Separability

20.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and/or the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

Article 21
Entire Agreement

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

21.2 Both parties agree that the increased economic obligations negotiated under this Agreement over those obligations previously received by members of the bargaining unit are subject to the approval of the legislative body (Gilford Town Meeting) as otherwise set forth in the provisions of RSA 32:5-a and any other applicable laws. In the event that the legislative body fails to approve the cost items and appropriate the funds necessary to pay for the increased obligations as negotiated herein, then this entire Agreement shall be null and void.

Article 22
Duration of Agreement

22.1 The terms of this Agreement shall be effective commencing January 1, 2009 through

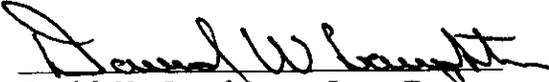
Agreement between the Town of Gilford and Teamsters Local 633 of New Hampshire

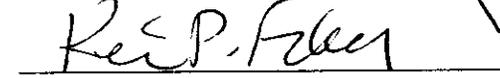
December 31, 2010; and thereafter pursuant to the provisions of RSA 273-A other applicable laws, until such time as a successor agreement is negotiated and approved as otherwise provided by New Hampshire law.

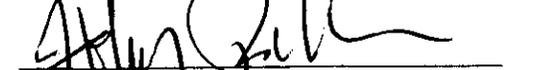
22.2 Retroactivity. The terms and conditions of this Agreement shall be retroactively applied to January 1, 2009 as otherwise set forth in this Agreement upon ratification of the cost items by the voters at the March 10, 2009 Town Meeting. No other retroactivity shall apply.

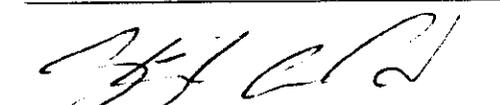
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates noted below. ATTEST:

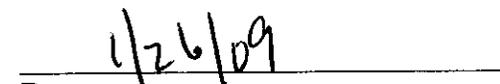
For the Teamsters Local 633 of NH:


David W. Laughton, Sec.-Treas.


Kevin P. Foley, Business Agent

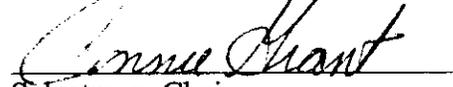

Jeffrey Padellaro, Business Agent

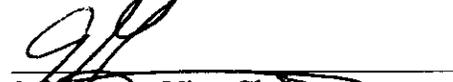

Union Steward


Date

Approved by Union: 12/15/08

For the Town of Gilford:


Selectman, Chair


Selectman, Vice-Chair


Selectman, Clerk


Date

Approved by B.O.S. 12/17/08

TOWN OF GILFORD/TEAMSTERS LOCAL 633 OF NH

APPENDIX A

PAY CLASSIFICATION PLAN

EFFECTIVE 1/1/09

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
GRADE 1 CLERK	12.46	13.08	13.67	14.21	14.71	15.15	15.53	15.92	16.32	16.73
GRADE 2 COMMUNICATION SPECIALIST	14.71	15.44	16.14	16.78	17.37	17.89	18.34	18.80	19.27	19.75
GRADE 3 PATROL OFFICER	18.34	19.26	20.13	20.93	21.66	22.31	22.87	23.44	24.03	24.63
GRADE 4 PATROL OFFICER - 1ST CLASS POLICE CORPORAL	19.26	20.22	21.13	21.98	22.75	23.43	24.01	24.61	25.23	25.86

TOWN OF GILFORD/TEAMSTERS LOCAL 633 OF NH
APPENDIX A-1
PAY CLASSIFICATION PLAN
EFFECTIVE 1/1/10

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
GRADE 1 CLERK	12.80	13.44	14.05	14.61	15.12	15.57	15.96	16.36	16.77	17.19
GRADE 2 COMMUNICATION SPECIALIST	15.11	15.87	16.58	17.25	17.85	18.39	18.85	19.32	19.80	20.30
GRADE 3 PATROL OFFICER	18.84	19.79	20.68	21.50	22.26	22.92	23.50	24.08	24.69	25.30
GRADE 4 PATROL OFFICER - 1ST CLASS POLICE CORPORAL	19.79	20.78	21.71	22.58	23.37	24.07	24.68	25.29	25.93	26.57

TOWN OF GILFORD/TEAMSTERS LOCAL 633 OF NH**APPENDIX B****EMPLOYEE CLASSIFICATION SCHEDULE****EFFECTIVE 1/1/09**

		<u>1/1/2009 HOURLY WAGE</u>	<u>1/1/2009 GRADE & STEP</u>
Bredbury, Eric	Detective/SRO	21.82	3/5+
Stiegler, Kelly	Patrol Officer	21.13	3/4+
Wall, Douglas	Patrol Officer/SRO	22.58	3/6+
Jacques, Christopher	Patrol Officer	21.42	3/4+
Colcord, Stephen	Patrol Officer	20.57	3/3+
O'Connor, Corey	Patrol Officer	20.57	3/3+
Kloetz, Kristopher	Patrol Officer	18.98	3/1+
Taylor, James	Patrol Officer	20.51	3/3+
Parent, Dustin	Patrol Officer/K9	20.67	3/3+
O'Neil, Daniel	Patrol Officer	20.67	3/3+
Harris, Holly	Patrol Officer/SRO	20.19	3/3+
Craver, Karen	Communication Specialist	19.72	2/9+
Horan, Kim	Communication Specialist/Clerk	19.72	2/9+
Stevens, Tessa	Communication Specialist	18.49	2/7+
Doris, Timothy	Communication Specialist	16.39	2/3+
McNutt, Brenda	Communication Specialist	16.04	2/2+