

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF GOFFSTOWN, NH

AND

GOFFSTOWN POLICE DISPATCHERS/CLERKS

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 93, LOCAL 3657**

JANUARY 1, 2021 - DECEMBER 31, 2023

Union Negotiating Team:

Kristine Smith
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Management Negotiating Team:

Kelly Boyer, Select Board
Eric Sereno, Police Chief
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ARTICLE 1
PREAMBLE

This Agreement is made and entered into between the Town of Goffstown, New Hampshire, HEREINAFTER referred to as the "TOWN", and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 3657, representing certain employees of Goffstown Police Dispatchers/Clerks, HEREINAFTER referred to as the "UNION" or "AFSCME Local 3657".

ARTICLE 2
RECOGNITION OF BARGAINING UNIT

SECTION 1. Bargaining Unit Composition. The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other terms and conditions of employment for all full-time Dispatchers, Records Clerks, and the Legal Clerk within the appropriate bargaining unit, employed by the Town of Goffstown as mandated by the New Hampshire Public Employee Labor Relations Board in Case No, G-0138- 3, Decision No. 2017-162.

SECTION 2. Other Legal Authority. Nothing in this agreement shall have the effect of modifying, limiting nor abridging any right or obligation on the part of either the Town or the Bargaining Unit in connection with any standard established within the Town's personnel plan, the Department's operating procedures or any local, state or federal ordinance, law or regulation unless such modification, limitation or abridgment is specifically stated herein.

ARTICLE 3
PROBATIONARY STATUS

An employee will be considered in Probationary Status as defined under New Hampshire Revised Statutes Annotated 273-A:1 IX (d).

SECTION 1. Definition and Purpose. The probationary period provides the employee the opportunity to become acquainted with the job and learn any necessary skills. Supervisory personnel will be responsible for checking to see that the new employee is learning the duties of the job and is capable of performing them. If at any time during this period it is determined by supervisory personnel that the employee is not suited for the position for reasons including, but not limited, to poor work performance and violation of work rules, the employee may be terminated without the same appellate rights as regular employees.

SECTION 2. Probation. No employee of the Town of Goffstown shall be considered regular

until the probationary period is successfully completed. New employees will be eligible for all benefits in this agreement after 6 full months of service to the Town, unless otherwise specified. Retirement, Medicare, worker's compensation, and all insurances shall begin within applicable time frames as required by these programs. Employees of the police department shall serve an original employment probationary period of 12 consecutive calendar months which may be extended by the appointed authority, as may be required, but not for a period of more than 4 additional consecutive months. In cases of original employment by the Town, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which she/he was promoted, shall be reinstated to the position from which she/he was promoted, unless she/he is discharged, as provided in Article 7 of this agreement.

SECTION 3. Probationary Period for Promotions. Employees of the Police Department who are promoted will be required to serve a probationary period of twelve (12) months in their new position.

SECTION 4. Temporary Employees. If a full-time temporary employee becomes a regular employee in the same job position, the time served as a temporary employee will be considered toward the probationary period for regular employment. Time served as a part-time temporary employee will not be considered toward the probationary period.

ARTICLE 4 DUES DEDUCTION

SECTION 1. Deduction Authorization. An employee may execute a Dues Authorization form and deliver it to the Union and the Town. The Town shall deduct that portion of the employee's salary and forward once a month said dues along with a list of Union members to:

AFSCME Council 93
c/o Business Manager 8
Beacon Street
Boston, MA 02108

Once a probationary employee completes the probationary period, he/she shall be eligible to join the union. Employees may leave or enter the Union after thirty (30) days written notice to the Town and the Union.

SECTION 2. Nonmember Representation. The Union may assess any bargaining unit member who is not a member of the Union or a member in good standing of the Union who seeks representation from the unit any and all costs associated with such representation, such costs to be determined exclusively by the Union. However, lacking specific written

authorization from the employee, the Town shall not deduct all or any portion of such assessment from the employee's wages or any other payments due to the employee. Further, the Union agrees to hold the Town and its employees and representatives harmless from any claims or actions brought in association with such assessments.

SECTION 3. Deduction Termination. Dues deductions shall automatically terminate upon termination of employment, lay-off, or transfer out of the recognized bargaining unit.

SECTION 4. Indemnification. The Union shall indemnify and save harmless the Town and the Chief of Police from any and all suits and damages arising out of, or in connection with this article.

ARTICLE 5
SENIORITY

SECTION 1. Seniority Determination. Seniority shall be determined by an employee's full-time continuous time of service within the Police Department. It is understood that the phrase "time of service" is a reference to employment within the employee's job classification.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 1. Retained Rights. It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement or required by statutory law, all of the rights, powers, and authority the Town possessed prior to the signing of this Agreement are retained by the Town and remain the exclusive right of management without limitation.

SECTION 2. Town Management. Management of the Town, its operation, direction of the workforce and the authority to execute all the various duties, functions, and responsibilities in connection therewith are vested in the Town. The exercise of such duties, functions and responsibilities shall not conflict with this Agreement.

SECTION 3. Modification of Managerial Rights. It is understood and agreed that the Town has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the Town had prior to the signing of this Agreement, including those in respect of rates of pay, hours of employment, or conditions of work, are retained by the Town except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

SECTION 4. Enumeration of Rights. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Town shall include the following:

- 4a: To plan, direct, supervise and control all operations, functions and policies of the Town in which the employees in the bargaining unit are employed.
- 4b: To determine the need for and the qualifications of new employees, transfers and promotions.
- 4c: To establish, revise and implement standards for hiring, classification, evaluation, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, policies and procedures, work rules and regulations.
- 4d: To assign shifts, workdays, hours of work and work locations subject to the terms of this contract.
- 4e: To close or eliminate an office, operation, service or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations or facilities for budgetary or other reasons.
- 4f: To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 4g: To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- 4h: To discipline, suspend, demote or discharge an employee for sufficient cause, subject to the terms of this contract and other pertinent law.
- 4i: To assign and distribute work.
- 4j: To determine the need for additional educational courses, training programs, on-the-job training and cross-training.
- 4k: To contract out any work it deems necessary in the interests of efficiency, economy, improved work product, equipment or emergency.
- 4l: To determine the mission, policies and standards of service offered to the public.
- 4m: The Town may prepare, issue, enforce rules and safety regulations necessary for safe, orderly, efficient operations.

ARTICLE 7
DISCIPLINE AND DISCHARGE

SECTION 1. Forms of Discipline. Discipline shall include any of the following:

- Oral reprimand
- Written reprimand
- Suspensions
- Demotions
- Discharge

SECTION 2. Alternative Discipline. At the discretion of the Chief of Police, alternative forms of corrective actions other than discipline such as but not limited to additional training, extra duty, and/or loss of earned time may be utilized in lieu of the above formal disciplinary steps.

SECTION 3. Disciplinary Standard. Any form of disciplinary action against an employee shall be for just cause.

SECTION 4. Verbal Warning Memorialization. Minor infractions may result in the supervisor speaking with the employee and noting the nature of the infraction and correction action in the Supervisor's Log.

SECTION 5. Disciplinary Interviews/Reports. The rights enumerated in this section and the following subsections shall apply only to the specific employee under investigation. Any employee who will be interviewed and ordered to write a report concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following safeguards.

- 5a: Employee Notification. The employee will be informed prior to any interview or ordered report/memo if the employer *reasonably* believes the employee is a suspect in any investigation regarding a criminal offense or misconduct which could lead to any type of discipline.
- 5b: Union Representation. The employee shall be informed of the nature of the investigation and all allegations against them. The employee will be afforded the opportunity to consult with a union representative prior to any interview or ordered written report/memo. The employee shall be afforded the right to have a Union Representative at any interview. In situations reasonably believed by the Chief of Police to require immediate action, the Town may require an employee to give an immediate statement or report utilizing any other available bargaining unit member as a representative. In no event shall the lack of availability of such a representative preclude the taking of a statement or report in emergency circumstances.
- 5c: Interview Location. All interviews shall take place at the Employer's facilities unless mutually agreed upon to occur elsewhere.
- 5d: Interview Record. If the Employer records an interview with the employee in any manner, a copy of the complete interview shall be furnished upon request to the employee. If the interview is transcribed a copy shall be furnished upon request to the employee.
- 5e: Information Released to Employee. If the investigation results in any type of discipline against the employee, a complete copy of the investigation will be furnished upon request, said copy to contain all reports, any recordings (tape, disc, etc.), transcripts, and the names, addresses, and telephone numbers of any complainants/witnesses who were part of the investigation. Exceptions to this section shall be made in the event information is received from an anonymous source or a confidential informant.

ARTICLE 8
GRIEVANCE PROCEDURE/ARBITRATION

SECTION 1. Definition. "Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more public employees, or the public employer, of any

provision of this Agreement.

SECTION 2. Initiation of Grievance. Grievances shall be processed in the following manner: Any grievance shall be filed by the employee in writing within fourteen (14) calendar days from the date of occurrence violation with the department head (form in Appendix C). The grievance shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the Article and Section of this Agreement which the employee or the designated representative feels have been violated. The employee shall be required to sign the original grievance filed with the department head and state the requested corrective action. Within fourteen (14) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision in writing by no later than the close of the normal business day of the fourteenth (14th) day. The time requirements under this step may be extended by mutual written consent of the department head and the employee and/or the designated representative.

SECTION 3. Advisory Arbitration. If a decision of the Department Head is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within fourteen (14) calendar days appeal, in writing, to the Town Administrator to convene a Personnel Advisory Board hearing. The appeal shall contain an abbreviated statement as to why the decision has been found to be unsatisfactory, those specific areas which have been violated and the request for corrective action. Within fifteen (15) days the Town Administrator shall name a management representative to the Personnel Advisory Board and the Union shall similarly name a representative within the same time period. Within fourteen (14) days from the naming of the respective party representatives, the representatives shall either agree upon a third person who shall complete and chair the tribunal or shall notify the Public Employees Labor Relations Board of their inability to agree and ask that said Board appoint a neutral party to chair the tribunal. The cost of advisory arbitration shall be born equally by the parties. The Personnel Appeals Board thus constituted shall convene a hearing on the matter at the earliest possible date and shall render their decision within fifteen (15) days from the close of their hearing.

SECTION 4. Final Decision with Select Board. If the decision of the Personnel Appeals Board is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within fourteen (14) days request that the matter be sent to the Select Board. The Select Board shall not be required to conduct a rehearing and shall in no case accept new evidence, documentation or testimony of any form. The parties shall, however, be allowed to submit briefs to the Select Board on issues raised in the grievance proceedings and may also present oral argument within limitations established by the Board.

The Board shall conduct its first meeting dealing with the return of the appeal within fifteen (15) calendar days from the date of its receipt and shall render its decision in writing within fifteen (15) days from the close of any final meeting on the matter and such decisions shall be final and not subject to further appeal or redetermination.

ARTICLE 9 WAGES

SECTION 1. Wage Adjustments. This contract places members on a new pay matrix on 7/1/21 (Matrix in Appendix A). Members advance a step on July 1st each year contingent upon 1 year of service and a satisfactory performance evaluation. The matrix will remain constant (no cost-of-living adjustments) for the duration of the contract.

Any member who does not receive a step on July 1, 2022 because they maxed out of the matrix are eligible to receive an annual stipend of 2% of their annual base wages during the first pay period of December contingent upon one (1) year of service and a satisfactory performance evaluation.

SECTION 2. Placement on Matrix. Members will be placed on the matrix per Appendices A and B.

SECTION 3. Trainer Pay. A dispatcher who provides a shift of training to a new hire shall be compensated with a 15% differential per hour, while so acting. The shift differential shall be calculated on the employee's regular rate of pay, which shall include degree differentials.

ARTICLE 10 OVERTIME

SECTION 1. Overtime Payment. Overtime shall be paid at the rate of time and one half (1 ½) an employee's regular rate of pay for all hours worked in excess of a regularly scheduled work week of forty (40) hours per week (as defined in Article 13). Hours of work shall be all hours worked including any earned time taken during the regularly scheduled work week. Earned time shall be defined as time worked and shall not include sick pay nor time worked during swapped shifts approved under Article 13, Section 3.

SECTION 2. Overtime Distribution. Any overtime shift shall be offered to the senior most employee who regularly works the assignment where the open shift occurs before the overtime is offered outside of said assignment. The overtime shall be fairly distributed on a rotating basis through seniority. Seniority shall be determined per Article 5 of this contract.

SECTION 3. Mandatory Overtime. Whenever the Town is compelled to "force mandatory overtime", said forced overtime shall be distributed to the junior most person who regularly works that assignment if no other person voluntarily fills the overtime. The forced overtime shall be distributed fairly on a rotating basis from the least senior employee on up. At the discretion of the Chief or his/her designee, clerks may be utilized for the performance of dispatch duties.

ARTICLE 11
CALLBACK

SECTION 1. Call Back. Any employee who is called back to duty from off duty status shall be paid at their usual overtime rate for all time devoted to the call back, exclusive of commuting time.

SECTION 2. Dispatch Call Back. Four (4) hours and under does not require a supervisor to go to the call back list, provided that employee does not exceed the total number of hours allowed to work per week.

ARTICLE 12
LONGEVITY

SECTION 1. Longevity.

Upon the eighth (8th) year of service, and every two (2) years thereafter, through the twentieth (20th) year, **employees hired prior to 1/1/15** will accumulate longevity pay at the rate shown below.

YEAR FLAT RATE FOR CURRENT EMPLOYEES (hired prior to 1/1/15)

8-9	\$400
10-11	\$800
12-13	\$1,200
14-15	\$1,600
16-17	\$2,000
18-19	\$2,400
20+	\$2,800

Upon the twentieth (20th) year of service, and every two (2) years thereafter, through the thirtieth (30th) year of service, **employees hired after 1/1/15** will accumulate longevity pay at the rate shown below.

YEAR FLATE RATE FOR NEW HIRES (hired after 1/1/15)

20-21	\$800
22-23	\$1,200
24-25	\$1,600
26-27	\$2,000
28-29	\$2,400
30+	\$2,800

All longevity is to be paid in a lump sum in the first week of December. This benefit will be calculated on a twelve (12) month period from the first week of November to the first week of November. Employees who separate from employment prior to November shall be paid on a pro-rata basis.

ARTICLE 13
HOURS OF WORK and WORK SCHEDULE

SECTION 1. Hours. Hours of work shall be based upon a regularly scheduled work week consisting of forty (40) hours.

SECTION 2. Schedule. In order to provide an employee both a stable work environment and home life, the current schedule in existence at the signing of this agreement shall remain in effect. Whereas hours of work are considered a mandatory subject of bargaining the Town agrees to keep the current schedule. Should the Town find it necessary to change the schedule, it will do so only by mutual agreement with the Union. The Town shall provide a six (6) week notice to the Union that it wishes to discuss any changes to the schedule, unless such change is a result of an emergency, vacancy, or absence.

SECTION 3. Shift Swap. A dispatcher may swap a shift with another dispatcher provided that a request signed by the parties involved in the swap and the dates of shifts being swapped within 30 days is submitted and approved by the Communication Supervisor or designee, and provided that the swap does not result in overtime. Shift swaps shall comply with the terms of FLSA 29 CFR § 553.31 - Substitution - section 7(p)(3).

SECTION 4. Rotation Swap. Any requests for rotation swaps must be submitted at least six (6) weeks in advance and shall be entertained on a case-by-case basis by the Chief of Police. All decisions regarding rotation swap requests shall be final, and not subject to grievance.

ARTICLE 14
HOLIDAYS

SECTION 1. Holidays Enumerated. The following days shall be considered Legal Holidays:

New Year's Day	Columbus Day	Memorial Day
Christmas Day	Labor Day	Floating Holiday
Presidents Day	Veteran's Day	Thanksgiving Day
Independence Day		

Any member shall forfeit the right to payment for any holiday if there is an inexcusable absence on the last regular workday preceding such holiday or on the next regular workday following such holiday.

SECTION 2. Holiday Pay.

Clerks: When a holiday falls on a Sunday, the following Monday shall be declared a holiday. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday.

Dispatchers: The holiday pay under this provision shall be observed on the calendar date of the actual holiday, regardless of weekday or weekend.

Employees shall be paid the overtime rate of pay for actual time worked on a holiday plus 1/5 of their normal work week at regular pay, as holiday pay. The Town may pay 1/5 of employee's normal work week at straight time, as holiday pay, in lieu of working the employee or if not scheduled. Holidays are considered holidays, not vacation days. Vacations scheduled on holidays shall allow the employee to schedule an additional vacation day or be paid 1/5 of their regular work week at straight time.

If any employee is working an overtime shift on Christmas or Thanksgiving, they shall be paid 40 hours of straight time, plus 1/5 of employee's normal work week at straight time, as holiday pay, and double time rate of pay for actual time worked on Christmas or Thanksgiving. *Example: Under this provision, an employee who worked twelve hours as an overtime shift on Christmas or Thanksgiving would receive 48 hours of straight pay and an additional 12 hours of pay at the double time rate.*

An employee on leave of absence for any reason **other than** vacation, personal time, military service, or jury duty shall not be paid for a holiday which occurs while the employee is on such leave.

ARTICLE 15

VACATION, PERSONAL, SICK, COMPENSATORY TIME, BEREAVEMENT LEAVE and OTHER LEAVE TYPES

SECTION 1. Vacation Leave.

Annual leave shall be accrued in hours each year to be used in the following year.

New hires shall immediately receive a day of vacation (1/5 of an average work week) for each month remaining in the current year, up to a maximum of ten (10) days.

Upon completion of each calendar year after the initial year in which the employee is hired, the employee will be credited with annual leave each successive January first for use in that newly beginning year based on the following schedule:

Employment Period Leave

First year	Two (2) normal work weeks
Sixth year	Three (3) normal work weeks
Tenth year	Four (4) normal work weeks
Twentieth year	Five (5) normal work weeks

The vacation credited for the first year will be credited on the first January 1 on which the employee was employed. The vacation credited for the sixth year will occur on the sixth January 1 on which the employee was employed. The vacation credited for the tenth year will occur on the tenth January 1 on which the employee was employed. The vacation credited for the twentieth year will occur on the twentieth January 1 on which the employee was employed. Variations in work week shall cause pro-ration of annual leave.

Any vacation time to be taken in excess of ten (10) workdays at any one time in any one (1) calendar year for staff employees shall be taken at the discretion of the department head. A request for vacation leave must be submitted a minimum of fifteen (15) days in advance. All requests require Department Head approval.

Employees who are initially employed in a temporary status, and who are subsequently appointed to a regular status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of vacation benefits.

Dispatchers: Dispatchers are allowed to carryover up to 24 hours of vacation time to the following year.

Clerks: Clerks are allowed to carryover up to 16 hours of vacation time to the following year.

SECTION 2. Personal Leave.

"Personal Leave" shall be defined as an absence during working hours for the purpose of attending to personal and family matters.

- Dispatchers are entitled to twelve (12) hours of personal leave per year.
- Clerks are entitled to eight (8) hours of personal leave per year.
- Probationary employees are entitled to the use of personal leave after six months of service to the town.

Additional Personal Leave.

Dispatchers: Dispatchers who use less than twelve (12) hours of sick leave in a twelve (12) month calendar year, shall be awarded twenty-four (24) additional hours of personal leave. Each dispatcher using twenty-four (24) or less hours of sick leave in a twelve (12) month calendar year shall be entitled to twelve (12) additional hours of personal leave. The additional hours of personal time are not cumulative, therefore the maximum additional personal hours earned is twenty-four (24) hours.

Clerks: Clerks who use less than eight (8) hours of sick leave in a twelve (12) month calendar year, shall be awarded sixteen (16) additional hours of personal leave. Each clerk using sixteen (16) hours or less of sick leave in a twelve (12) month calendar year shall be entitled to eight (8) additional hours of personal leave. The additional hours of personal time are not cumulative, therefore the maximum additional personal hours earned is sixteen (16) hours.

SECTION 3. Sick Leave.

Qualifying Events:

Sick leave shall be allowed only for the following qualifying events:

- actual sickness or disability of the employee; or
- to meet dental or doctor appointments of the employee; or
- other sickness prevention measures of the employee.

Sick leave, at the discretion of the department head, may be granted for an instance of illness of a member of the employee's immediate family.

Accrual:

Sick leave credit shall accrue at the rate of one and one-quarter ($1\frac{1}{4}$) days for each completed month of service. Days are defined as $1/5$ of regular work week. Extended leave time used in excess of 50% of the month, shall not be counted as service time for the accumulation of sick leave credit. Extended leave time shall include FMLA, WC, STD, LTD, or extended military leave.

Unused sick leave credit may be accumulated up to a maximum of 240 hours from year to year.

Probationary employees accrue sick leave from date of hire and are entitled to use of sick leave after thirty (30) days of service to the town.

Employees who are initially employed in a temporary status, and who are subsequently appointed to a regular status, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

Procedures:

To receive compensation while absent on sick leave, the employee shall notify his/her department head prior to the time set for beginning his/her daily duties, or as may be specified by the department head. At the discretion of the department head, a doctor's certificate may be required for absences due to illness in excess of three (3) days. Absences that qualify for FMLA, will also be subject to the terms of current FMLA procedures.

If the department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, she/he may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the Select Board, or department head. Abuse of sick leave privilege may be cause of dismissal. Sick leave shall be recorded regularly in the personnel records. The department head shall review all sick leave records periodically and shall investigate any causes which indicate abuse of privilege.

SECTION 4. Emergency Leave. Emergency leave may be granted by the appointing authority or designee without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, and such other situations considered meritorious by the appointing authority or designee who shall certify

allowance or disallowance of the emergency leave sought. Emergency Leave shall be supplementary to, and not in restriction of, sick leave or annual leave accruals as herein provided. For the purpose of this section, immediate family shall be defined as being: a spouse and children of the employee; children of the spouse, grandmother, grandfather, mother, father, brother, and sister of either the employee or the employee's spouse.

Use of emergency leave shall not replace the provisions of FMLA leave referenced under Article 15, Section 6 of this contract. Employees whose emergency leave event qualifies for FMLA leave under current federal law, must apply for FMLA leave and provide the necessary documentation to determine the need. Pay for FMLA qualifying events will be covered by the applicable provisions of FMLA leave.

SECTION 5. Compensatory Time. Compensatory time is defined as unpaid time earned by an hourly employee for hours worked in excess of the normally scheduled work week of forty (40) hours. It will be credited at the rate of one and one half (1½) hours for each overtime hour worked. Compensatory time must be accrued in one quarter (¼) hour increments. Compensatory time will be authorized only under strictly controlled circumstances with prior approval of the department head. Compensatory time will not be authorized for the completion of regular duties; however, extraordinary work may be offset by compensatory time. Compensatory time may be accrued to a maximum of one (1) normally scheduled work week or forty (40) hours, whichever is greater. Employees should check with their department head regarding notification requirements to use compensatory time. Compensatory time will only be cashed out when used to take leave, or upon separation from employment, or upon promotion to a salaried position.

SECTION 6. Family and Medical Leave Act (FMLA). The Collective Bargaining Agreement follows the Town of Goffstown Personnel Plan related to the Family Medical Leave Act, as well as the federal law.

SECTION 7. Military Leave. The Town will compensate employees called to active-duty service with the United States Armed Forces for annual training duty, the difference between the total pay received for military service and the amount of straight time earnings lost by reason of such service, based upon the employee's regular straight time rate. Such payment shall be made upon receipt of satisfactory evidence of the amount of total pay received for military service. The employee shall be entitled to 15 days of such compensation for military leave per training year.

SECTION 8. Extended Military Leave. Extended military leave is defined as more than two (2) consecutive weeks.

The Town of Goffstown follows the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Any reservist or member of the National Guard who is returning from active duty lasting 5 years or less, unless otherwise exempt from the five-year limitation, shall be guaranteed a position equivalent to the position that the employee vacated to perform the active duty.

The Town of Goffstown may ensure that an employee called to active duty shall not suffer a wage loss during their period of involuntary active military duty. As such, the employee may request differential pay from the Town provided that proof of military wages is presented.

The Town may authorize the continued payment of wages amounting to the difference between the employee's total military pay rate and their current straight time pay rate, at the time of duty, for up to 6 months. The Department Head may authorize an extension of this differential pay with the approval of the Select Board.

For employees currently enrolled in the Town's group insurance plans, the Town may continue to provide the same insurance coverage to the employee, spouse and/or family for up to 6 months. The employee shall have their premium cost-share deducted from their pay differential, or shall coordinate repayment of their premium cost-share upon return from active duty, if they are not eligible for a pay differential while on active duty. If an employee is required to terminate his/her employment due to a disabling illness, injury, or death, no premium cost-share will be due to the Town. The Department Head may authorize an extension of this continued health insurance with the approval of the Select Board.

Vacation and sick time will not accrue during an extended military leave of absence. Any accrued vacation and sick time will be frozen during the military leave of absence and monthly accruals will be reinstated upon returning to work for the Town of Goffstown.

Employees who voluntarily leave the Town's employ to enlist into full-time active uniformed services are not eligible to receive the pay differential or continued insurance coverage, other than the required COBRA benefits.

ARTICLE 16 INSURANCES AND BENEFITS

SECTION 1. Plans Offered and Eligibility.

On the first day of the month following the date of hire, full-time regular employees shall be eligible for participation in the following insurance and benefit plans. This shall include probationary employees, but not temporary employees.

- Health Insurance Plans
- Dental Insurance
- Section 125 Flex Benefit Plan (FSA and Dependent Care)
- Disability Insurance (STD and LTD)
- Life Insurance

SECTION 2. Employer Contribution. The Town of Goffstown will contribute the following percentages each year towards the premiums of health and dental insurance plans in which the employee is enrolled:

<u>PLANS CURRENTLY AVAILABLE</u>		<u>EMPLOYER SHARE</u>
Access Blue (AB)		84.5%
Access Blue - Site of Service 20/40 1/3K DED		90%
Lumenos 2500 (This is a H.S.A. eligible plan.)		80%
For employees that elect the Lumenos 2500 Plan, the Town will contribute annually into the Employee's Health Savings Account (HSA).		
<u>Plan</u>	<u>Town's HSA Contribution</u>	<u>Deductible</u>
Lumenos Single	80% of deductible = \$2,000	\$2,500
Lumenos 2-Person	80% of deductible = \$4,000	\$5,000
Lumenos Family	80% of deductible = \$4,000	\$5,000
Delta Dental (BPM 1,250)		85%

The Town of Goffstown pays 100% of the Disability (STD and LTD) and Life Insurance Premiums. Life Insurance coverage equals the employee's base salary and is capped at the plan limit. The plan limit shall not be less than the employee's base salary. Short-term, long-term, and life insurances are not optional benefits.

SECTION 3. Family members employed by Town. In the event a dependent or spouse is also employed by the Town, the Town shall provide one health and dental insurance benefit to the family, at the applicable benefit level. The Town shall pay up to 100% of the Access Blue (AB) medical plan, and the Delta Dental Plan. No credit shall be given for elected plans that may have a lesser premium than the Access Blue and/or Delta Dental plans. HSA contributions will be the same as those listed above.

Family members employed by the Town will only be eligible for one medical and dental plan paid by the Town, or one opt out amount.

SECTION 4. Declination of Health Insurance. An employee must select at least one health insurance option unless they can demonstrate coverage from another source. Any employee not participating in a town health insurance plan will receive 90% of the employer contribution to the lowest cost health insurance plan at the single person level. Employee can elect to take all or part as cash, deposit all or part into a 457 Deferred Compensation, or 125 Flex Plan.

Effective 07/01/2021: Any employee not participating in a town health insurance plan will receive a flat rate of \$147.50 weekly. The employee can elect to take all or part as cash, deposit all or part into a 457 Deferred Compensation, or 125 Flex Plan.

SECTION 5. Federal/State Laws related to Health Insurance. The parties agree to work cooperatively and to negotiate in good faith to avoid the imposition of all taxes (hereinafter "penalties") that may result from any federal/state laws related to health insurance. Any health insurance plan which is subject to a penalty will not be offered in the year such penalty would take effect.

ARTICLE 17
CIVIL LEAVE

SECTION 1. Civil Leave. When an employee is called to Jury Duty or is served with a subpoena to appear in any court or hearing, the employee shall be paid his/her regular rate of pay for their regularly scheduled hours of work lost because of said appearance. Any witness fees paid the employee shall be turned over to the Town.

SECTION 2. Limitation. This provision shall not apply in any instance where the employee is appearing in the capacity adverse to the Town or the interest of the Town. Exception: If the employee has been subpoenaed to appear, in relation to their job regardless of the outcome or capacity of the employee as a witness, the employer shall grant leave with pay to an employee for the period of time that they are required to appear.

ARTICLE 18
UNION BUSINESS LEAVE

SECTION 1. Officers. The officers and representatives of Local 3657, Goffstown Police Dispatch/Clerks of AFSCME Council 93 (Union) are as follows: Chapter Chair and Stewards

SECTION 2. Negotiations. Officers/representatives of the Union, up to three, shall be allowed time off without loss of pay or benefits to engage in negotiations with the Town. Any time an Officer/representative of the Union is required to attend conferences, meetings, or hearings before anybody such as the Select Board, PELRB, or other related bodies for business relative to this agreement, said representative shall be allowed time off without loss of regular pay or benefits to attend such. It is further understood that any officer/representative who is off-duty shall not be compensated by the Town when performing the above-mentioned duties. Likewise on-duty personnel shall be given time off rather than incur overtime.

SECTION 3. Leadership. The Chapter Chair of the Union shall keep the employer informed, in writing, as to the officers/representatives of the Local.

SECTION 4. Convention. Up to two (2) officers/representatives of the Union shall be granted time off up to the maximum of the equivalent of three (3) workdays per officer/representative to attend the AFSCME International and Council 93 Biannual Conventions. Such time shall be charged against the employee's accrued vacation or personal time.

SECTION 5. Union Training. Any officer/representative of the Union shall be granted time off with pay for one day a year to attend training classes to further the management-employee relations. The maximum time off for the total bargaining unit in any single calendar year shall be no more than the equivalent of three (3) person-days and all such time off shall be charged against the employee's accrued vacation or personal time.

SECTION 6. Union Activity. Any officer/representative of the Union shall be given reasonable time while on duty to investigate and process matters through the grievance procedure, including but not limited to attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities without loss of pay and benefits. Union Business Leave shall not include any non-grievance activity, e.g., bargaining strategy sessions. A timely notice (72 hours when practicable) shall be given to management in reference to these matters within reason. It is further understood that any officer/representative who is off- duty shall not be compensated by the Town when performing the above-mentioned duties.

SECTION 7. Union Meetings. The Union shall be permitted to meet at the Goffstown Police Station to conduct business matters so long as the meetings are scheduled at a time which will not disrupt the regular functions of the Police Department and with prior approval from the Chief of Police.

ARTICLE 19 EDUCATION/TRAINING PROGRAM

In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the appropriate authority shall develop and implement educational training programs whenever possible.

SECTION 1. Educational Reimbursement Incentive. An education reimbursement and degree incentive will apply to all town employees who complete non-required, but approved courses relating to their current employment, when it is part of a career development program approved in advance by the department head, based on the sections which follow in this article. Career Development Program requests should be submitted to the department head by July 1st of the year prior to enrollment to allow sufficient time for budgeting purposes.

SECTION 2. Approved Program. The Town agrees to provide reimbursement, as indicated in Section 3 to employees who complete approved courses relating to their current employment, or as

part of an approved career development program.

SECTION 3. Town's Share. The Town shall pay a maximum of fifty percent (50%) of the cost of such courses not to exceed the total amount budgeted for the program, nor duplicate funding from other sources. Cost of courses shall include tuition, mandatory fees, and books. (This will not include parking passes, room and board, nor equipment costs, such as laptops, calculators, or other classroom materials.)

SECTION 4. Course Approval. Courses must be requested in writing and approved in advance by respective department heads as meeting the requirement that the course is related to the employee's job, or as part of a career development program.

SECTION 5. Employee Advancement. Once a course has been approved, an advance may be made to the employee of one-fourth (1/4) the cost of tuition and books, if requested. The remainder of the course reimbursement will be paid to the employee upon successful completion of the course as determined by the department head as part of the course approval.

SECTION 6. Repayment of Town's Share. Upon successful completion of the course and receipt of 50% reimbursement, the employee must maintain employment with the Town from the date of the course completion, for four (4) months for each course taken, or upon completion of degree programs the employee must maintain employment with the Town according to the following schedule:

- Associate Degree - one (1) year
- Bachelor's Degree - two (2) years
- Master's Degree - three (3) years
- Doctorate Degree or Juris Doctor - four (4) years

If an employee resigns, retires, or is discharged for cause prior to the completion of the required term of employment as set forth above, then the employee must repay the tuition reimbursement paid by the town for courses taken on a prorated basis within the same schedule as set forth above.

This section shall not apply to an employee killed in the line of duty or who retires due to a duty related injury.

The employee (or former employee) retains the right to request an extension of payback time periods for reasons to include, but not limited to, financial hardship, death of a family member, or injury. The employee (or former employee) may request such an extension through the Department Head, and if denied, shall retain the right of appeal to the Select Board.

Should an employee die after leaving the service of the town while still owing a debt under this article, the town shall not seek reimbursement through the estate of the former employee.

SECTION 7. Degree Differential. Those full-time regular employees who have earned their educational degree in their field of service, from an institution accredited by a recognized National or Regional accrediting body, or in a related and department-head approved field of service, will receive an hourly pay differential as follows:

Associate's Degree	\$0.25/hr.
Bachelor's Degree	\$0.50/hr.
Master's Degree	\$0.75/hr.

This differential will be in addition to their normal rate of compensation, is not cumulative, and is only paid at the highest level received.

ARTICLE 20 BULLETIN BOARD

SECTION 1. Bulletin Board. The Chief of Police shall designate a space within the police station for the location of a Union bulletin board which shall be used by the Union to notify the membership of Union affairs. In the Chiefs discretion, a section of a departmental bulletin board may be designated for Union use. No material which could be construed to be offensive, derogatory or inflammatory shall be posted upon the bulletin board. The Chief of Police, in his/her sole discretion, may remove any notice or posting which he/she deems appropriate. Any material so removed will be delivered to the Chapter Chair.

ARTICLE 21 SEPARABILITY

SECTION 1. Separability. In the event that any provision (s) of this agreement shall be declared to be invalid by any court of competent jurisdiction or abrogated by law, such decision or law shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not thereby invalidated shall remain in full force and effect. The parties hereto shall attempt to negotiate in good faith a replacement for any provision (s) found to be invalid and have said provision(s) ratified according to the respective procedures and regulations of the parties.

ARTICLE 22 TERMS OF AGREEMENT

SECTION 1. Duration. This agreement shall remain in full force and effect from January 1, 2020 to December 31, 2023. Further, this agreement shall remain in full force and effect until superseded by a successor agreement.

SECTION 2. Notification. Either party to this agreement shall notify the other of its intent to enter into negotiations for a successor agreement in writing within one hundred twenty (120) days to one hundred eighty (180) days prior to the expiration date hereof.

IN WITNESS WHEREOF, the parties have executed this agreement this 23rd day of March 2021.

GOFFSTOWN
SELECT BOARD

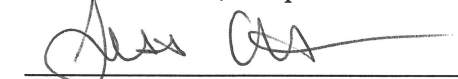
GOFFSTOWN
POLICE DISPATCHERS/CLERKS

Collis Adams, Chairman



Kristine Smith, Chapter President

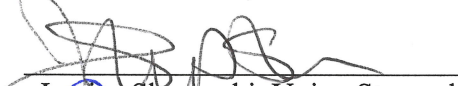
Kelly Boyer, Vice-Chairwoman



Jessica Chatfield, Union Steward



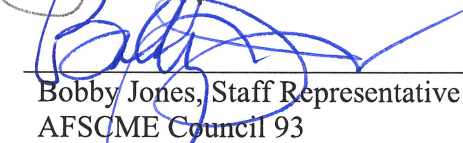
Chet Bowen



Jessica Skorupski, Union Steward



Peter Georgantas



Bobby Jones, Staff Representative
AFSCME Council 93



Mark T. Lemay

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APPENDIX A

July 1, 2021 – June 30, 2023 Wage Scale

Step	Clerk 1	Clerk 2	Dispatch 1	Dispatch 2	Dispatch 3
1	18.00	18.90	20.00	21.00	22.05
2	18.45	19.37	20.50	21.53	22.60
3	18.91	19.85	21.01	22.07	23.17
4	19.38	20.35	21.54	22.62	23.75
5	19.86	20.86	22.08	23.19	24.34
6	20.36	21.38	22.63	23.77	24.95
7	20.87	21.91	23.20	24.36	25.57
8	21.39	22.46	23.78	24.97	26.21
9	21.92	23.02	24.37	25.59	26.87
10	22.47	23.60	24.98	26.23	27.54
11	23.03	24.19	25.60	26.89	28.23
12	23.61	24.79	26.24	27.56	28.94
13	24.20	25.41	26.90	28.25	29.66
14	24.81	26.05	27.57	28.96	30.40
15	25.43	26.70	28.26	29.68	31.16
16	26.07	27.37	28.97	30.42	31.94

July 1, 2023 Wage Scale

Step	Clerk 1	Clerk 2	Dispatch 1	Dispatch 2	Dispatch 3
1	18.36	19.28	20.40	21.42	22.49
2	18.82	19.76	20.91	21.96	23.05
3	19.29	20.25	21.43	22.51	23.63
4	19.77	20.76	21.97	23.07	24.23
5	20.26	21.28	22.52	23.65	24.83
6	20.77	21.81	23.08	24.25	25.45
7	21.29	22.35	23.66	24.85	26.08
8	21.82	22.91	24.26	25.47	26.73
9	22.36	23.48	24.86	26.10	27.41
10	22.92	24.07	25.48	26.75	28.09
11	23.49	24.67	26.11	27.43	28.79
12	24.08	25.29	26.76	28.11	29.52
13	24.68	25.92	27.44	28.82	30.25
14	25.31	26.57	28.12	29.54	31.01
15	25.94	27.23	28.83	30.27	31.78
16	26.59	27.92	29.55	31.03	32.58

APPENDIX B
Current Member Labor Grade & Step Placement
as of July 1, 2021

Employee #	Position	Step
793	Clerk 1	13
6066	Clerk 1	12
6356	Clerk 1	4
881	Dispatch 3	15
940	Dispatch 2	16
5953	Dispatch 3	12
6436	Dispatch 2	4
6494	Dispatch 1	3
6528	Dispatch 1	3
6563	Dispatch 1	10
6607	Dispatch 1	1
6608	Dispatch 1	1

APPENDIX C

AFSCME LOCAL _____

STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.