AGREEMENT
BETWEEN

TOWN OF GORHAM, NEW HAMPSHIRE
AND
THE AMERICAN FEDERATION
OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93
AND ITS AFFILIATE LOCAL 3657

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 4
POLICE DEPARTMENT 4

ARTICLE II - UNION MEMBERSHIP/DEDUCTIONS 4

ARTICLE III - DEFINITIONS 5
PERMANENT EMPLOYEES 5
TEMPORARY EMPLOYEES 5
PERMANENT PART-TIME EMPLOYEES 5
SENIORITY 5
MANAGEMENT RIGHTS 6
CLOTHING ALLOWANCE 6
PROBATIONARY PERIOD 6
DRUG FREE WORKPLACE 6

ARTICLE IV - HOURS OF WORK AND OVERTIME 6
HOURS OF WORK 6
HOURLY POSITIONS 7
OVERTIME 7
OUTSIDE DETAILS 7
CALL BACK PAY 8

ARTICLE V - LEAVES 8
HOLIDAY LEAVE 8
VACATIONS 9
Definition of accrued vacation days. 9
SICK LEAVE 10
DONATION OF SICK LEAVE 10
PERSONAL OR EMERGENCY LEAVE 11
MATERNITY LEAVE 11
JURY AND ARMED FORCES RESERVE SERVICE 12
MILITARY LEAVE - TRAINING NATIONAL GUARD, RESERVED FORCES 12
MILITARY LEAVE - ACTIVE DUTY 12
JURY DUTY 12
BEREAVEMENT LEAVE 13

ARTICLE VI - EMPLOYEE EXPENSES 13

ARTICLE VII - INSURANCE BENEFITS 14
TERMS OF INSURANCE POLICIES TO GOVERN 14
Health Insurance Coverage – 14
DISABILITY INSURANCE 15
LIFE INSURANCE 15
WORKMEN'S COMPENSATION INSURANCE 15
UNEMPLOYMENT COMPENSATION 15
PENSION PLAN 15
RETIREMENT AGE 16

ARTICLE VIII - EMPLOYEE PERFORMANCE EVALUATIONS 16
ARTICLE IX - PAYROLL TIME SHEETS 16

ARTICLE X - DISCIPLINARY PROCEDURE 16
DISCIPLINARY PROCEDURES 17
TERMINATION 18

RIGHT OF APPEAL EXPRESSLY GRANTED 18

ARTICLE XI - GRIEVANCE PROCEDURE 18
Step 1 18
Step 2 18
Step 3 19

ARTICLE XII - NON-DISCRIMINATION 19

ARTICLE XIII - RECRUITMENT AND SELECTION 19
Minimum Standards 20
Promotions 20

ARTICLE XIV - RESIDENCY 20

ARTICLE XV - COMPENSATION 20
SHIFT DIFFERENTIALS 201
Education Incentive 22
Police 22
Dispatch 22
POLICE DEPARTMENT 22
Specialty Rates 22
Retention Pay 23
Court Time 23

ARTICLE XVI - ME TOO CLAUSE 23

ARTICLE XVII - SAVING CLAUSE 23

ARTICLE XVIII - COST ITEMS 24

ARTICLE XIX - EXTERNAL COMPLAINTS 24

ARTICLE XX - EFFECTIVE DATE / RENEWAL 24

ARTICLE I
RECOGNITION

1.1 The Town of Gorham, New Hampshire (hereinafter referred to as the "Town") with a certified bargaining Unit represented by AFSCME, AFL-CIO (hereinafter referred to as the "Union") hereby recognizes AFSCME LOCAL 3657 as the exclusive representative of the bargaining unit contained herein for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment other than those managerial policies referred to in RSA 273-A:1:XII, which are the exclusive prerogative of the Town. The following certification is for the unit that has been certified by the New Hampshire Employee Labor Relations Board:

POLICE DEPARTMENT

Whenever used in this Agreement, the Employee shall refer to all permanent, full-time, part-time employees of the Gorham Police Department, including Sergeant, Corporal, Lead Patrolman, Patrolmen, Full-time Dispatch Supervisor, Dispatchers, Secretary/Dispatcher and Dispatcher/Computer Operator as per the Public Employee Labor Relations Board certification A-0540.

ARTICLE II
UNION MEMBERSHIP/DEDUCTIONS

2.1 The Town agrees to deduct from employees payroll, Union dues or Agency fee payments equal to weekly Union dues for each employee upon receipt of written authorization for such deductions. Request for deduction shall be in writing, signed by the employee, on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the employee's bi-weekly paycheck for the amount of dues or agency fee payments for that pay period as certified by the Local Treasurer, said amounts to be forwarded on a monthly basis. The Union shall promptly inform the Town of the correct name and address of the Local Treasurer. Payment shall be sent by the 15th of the month for the previous month's deductions.

It is recognized that the negotiations for and administration of the Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will as a condition of employment by the town, execute an authorization for the deduction of an agency fee payment which shall be a sum equivalent to the membership dues required to be paid by members of the Union.

If an employee has no check coming in any pay period, or if the check is not large enough, after other deductions, to pay dues or agency fee payments, then no deduction is made from that employee and no payment is required for the Union beyond regular dues or agency fee payments.

In no case is the Town required to collect fines or assessments for the Union beyond regular dues or agency fee payments.

The town shall be held harmless with regards to any dues deductions on behalf of the employees.

ARTICLE III
DEFINITIONS

3.1 PERMANENT EMPLOYEES

Shall be employees retained in continuous, full-time employment in a permanent position during the normal workday. (Probationary Period included in Section 3.7)

3.2 TEMPORARY EMPLOYEES

Shall be retained in continuous, full-time employment during the normal workday for a period of less than one (1) year and are not entitled to any fringe benefits.

3.3 PERMANENT PART-TIME EMPLOYEES

One who fills a position which is considered to be ongoing for an indefinite period and whose job/position requirements are such that he/she is scheduled for twenty-four (24) or more hours per week, but less than forty (40) hours per week, or one who is regularly scheduled to work three (3) or more days in the normal work week. These individuals would qualify for a proration of Sick Leave and Vacation time ONLY. Health, Life and Disability Insurance, at the group rate, would be offered to Permanent Part-time employees at their expense.

All new Permanent Part-time employees shall be subject to a six (6) month probationary period, during which time they may be separated without recourse to the grievance procedure at the sole discretion of the Town and neither the reason nor the discharge may be the subject of a grievance. The probationary period may be extended for an additional six (6) months at the discretion of the employee's supervisor.

3.4 SENIORITY

Shall begin with an employee's date of hire and shall reflect an employee's continuous time with the Town.

3.5 MANAGEMENT RIGHTS

The direction of the Town operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of the Town. All rights and responsibilities not specifically modified by this agreement shall remain the function of the Town in accordance with the provisions of RSA 273-A:1:XI.

3.6 CLOTHING ALLOWANCE

Each year the Police Department shall provide a clothing and equipment allowance of $1,000.00 to full-time officers of the department. Permanent part-time officers will receive a clothing and equipment allowance of $800.00. An equipment list agreed upon by the Chief of Police and members of the department will be established before any equipment is purchased and /or reimbursed. Employees may choose to make purchases as an allowance, going through the Police Chief or as a reimbursement by providing receipts for allowance purchases up to the allowable amount each year in which case, no deductions will be made for such direct clothing or equipment expense reimbursements. Officers may choose to receive a lump sum payment of $1,000.00 for full-time officers and $800.00 for permanent part-time officers which shall be paid, subject to applicable payroll taxes, with the first payroll in January of each year to enable them to make their clothing and equipment purchases.

The Department agrees to keep a separate accounting of each officer's balance in order that each officer may check his balance as desired. The Town shall provide three (3) uniform shirts for dispatchers on an annual basis.

3.7 PROBATIONARY PERIOD

The maximum probationary period for any employee covered by this Agreement shall be one (1) year in accordance with RSA 273-A:IX(d).

3.8 DRUG FREE WORKPLACE

Employees of the bargaining unit shall comply with the Town of Gorham drug and alcohol testing policy of May 8, 2008.

ARTICLE IV
HOURS OF WORK AND OVERTIME

4.1 HOURS OF WORK

Employees covered by this Agreement shall continue under their current practices regarding actual hours of work subject to the provision of Section 4.3 of this contract. All eligible employees will be provided with a thirty (30) minute paid lunch period. The normal work week for Permanent Full-Time Employees shall consist of Forty (40) hours.

Dispatchers will be allowed two 15-minute breaks during their shift, one within the first four (4) hours of their shift and one within the second four (4) hours of their shift. These breaks shall be away from the dispatch area, but not outside the building. Breaks shall be covered by the officer on duty. Officers shall not be expected to cover for a dispatcher for any other reason than for a break. In the event of an emergency, breaks may be suspended.

4.2 HOURLY POSITIONS

This class of positions shall include those in Article I Recognition, who shall be paid on an hourly rate for time actually worked, and for any authorized employee holidays or any earned leave with pay granted by the Town Manager.

4.3 OVERTIME

A. The scheduled work week will determine overtime rates If the employee's work day is a twelve (12) hour day, compensation will be made at the rate of time and one-half of the average rate of pay for any hours in excess of twelve (12) hours, or if the employee's work day is a ten (10) hour day, compensation will be made at the rate of time and one-half of the average rate of pay for any hours worked in excess of ten (10) hours, or if the work day is an eight (8) hour day then all hours in excess of eight (8) hours in any one (1) work day shall be compensated at the rate of time and one-half of the employee's average rate of pay. Sick leave and vacation hours do not count as actual time worked.

B. Shifts 1, 2 and 3 shall be primarily covered by regular officers. If regular officers are scheduled for shift 4 or 5 they will be moved around to fill either shifts 1, 2 or 3 if a part-time or auxiliary officer is assigned alone to said shifts. A sequence roster will be maintained by the Dispatch Center for rotation calls to cover shifts 1, 2 or 3. If no regular officer is available, the administration will have authority to use auxiliary personnel to cover shifts 1, 2 and 3.

C. The first Tuesday of each month, unless otherwise posted, at 1300 hrs, there will be scheduled a special information/training session for which the attendees shall receive regular rates of pay for all hours plus any part thereof, in attendance. All hours in attendance shall be counted as hours worked in the computation of any applicable overtime.

D. The parties shall crate an overtime list based on seniority. Once established the overtime opportunities will be based on a rotating schedule. Upon accepting or declining the overtime opportunity, the employee will be moved to the bottom of the overtime list. Newly hired probationary officers shall not be assigned any overtime until and unless all other permanent officers on the overtime list have been asked to work the overtime.

4.4 OUTSIDE DETAILS

All sworn bargaining unit members will have the right of first refusal of any detail. After all sworn bargaining unit members have been offered the outside detail and in the event that no bargaining

unit member takes the detail, then non-bargaining unit members may be used to fill said detail at the direction of the Town.

Assigned officers shall be paid at the rate of $45.00 per hour for such details during the term of this contract.

Assigned officers shall be paid a minimum of three (3) hours pay for each detail contracted by private employers through the Town.

4.5 CALL BACK PAY

Employees who are called back to duty after the conclusion of their regular work day shall be paid for at least three (3) hours of service at the rate of one and one-half times their regular rate of pay. If the need for service is less than three (3) hours, the employee will be guaranteed three (3) hours at the overtime rate. In the case where an employee is required to be called back more than once during a single three (3) hour period, the employee shall only be paid for one (1) call back period.

It is important to note the distinction between call back pay and overtime. The key difference between the two (2) policies is that call back pay is earned when an employee returns to work after having left for the day, while overtime is earned for work in excess of a regular workday or workweek. As a means of making call back attractive, a minimum number of hours is guaranteed to employees for their services as call back is usually used in emergency situations.

ARTICLE V
LEAVES

5.1 HOLIDAY LEAVE

All permanent and part-time permanent employees shall be granted the following Holidays with pay effective on the date of employment:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Good Friday

Memorial Day

4th of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

Employees who are absent for unauthorized reasons on the day directly preceding or directly following the holiday shall forfeit pay for the Holiday. Employees shall be paid straight time at their regular pay plus time and one-half for work performed on a Holiday. Holidays shall be observed for the purpose of compensation on the actual day of the holiday and not on any alternate day of celebration.

5.2 VACATIONS

Employees shall begin accruing vacation leave on their date of hire based on the following schedule:

After 6 months of employment	40 Hours
After 1 year of employment	80 Hours
After 5 years of employment	120 Hours
After 10 years of employment	160 Hours
After 15 years of employment	200 Hours

The Police Chief may, at his own discretion and for recruiting purposes, offer any full-time certified police officer applicant with experience a commensurate vacation benefit as their previous place of employment. For employees leaving the Town's employ, any annual leave benefit will be prorated based upon their anniversary date.

An employee cannot earn more than the allowable number of days for the most recent year of employment. Any unused vacation time over this amount will be lost unless asked to work by Supervisor, in which case, compensatory time must be allowed.

Employees who are eligible for more than three (3) weeks or fifteen (15) days per year must take at least three (3) weeks of vacation per year, but may (at their option) sell any additional weeks back to the Town in lieu of time off. Employees must make a declaration of their option to do so to the Town Manager by December 1, of the preceding year. Employees who sell vacation time will work at their regular job and be eligible for overtime according to the Articles.

Definition of accrued vacation days:

(1) The total number of days of paid vacation which an employee has earned, less the number of days of paid vacation the employee has taken during the same earning period of time.

(2) Employees may take all or part of their accrued vacation beginning as early as six (6) months after commencing employment.

(3) It is intended that Employees utilize each year's accrued vacation allocation within a twelve (12) month period beginning with January 1 of each year. However, employees may carry-over

two weeks of accrued vacation from one year to another, with the prior approval of the Town Manager.

(4) Each employee may take the paid vacation to which he/she is entitled after approval of the Police Chief. Vacation time must be taken in units of not less than one-half (1/2) day. Vacation schedules will be the responsibility of the Police Chief. Final requests/approvals of vacation should be completed by April 1 of each year with preference given by seniority. In the event more employees apply for time off than can be spared from the job at a given time, town seniority will be the basis for resolving priority. No employee will be denied taking accrued paid vacation during the period requested except for good cause. The Police Chief will arrange a tentative schedule of vacations and the schedules shall be arranged so as to have minimum interference with the work load to the maximum extent feasible. Employees have a responsibility to request their paid vacation time as far in advance as practical in order to avoid last minute disappointment.

(5) If a regular employee retires or resigns from the employment with the town, he or she shall be entitled to receive a lump payment for his/her accrued vacation leave.

5.3 SICK LEAVE

Sick leave is a privilege not a right. All regular employees shall be entitled to accumulate sick days at the rate of 2.25 days per month commencing with the employee's date of hire and will be allowed to accumulate to a maximum of thirty (30) days. Employees may use sick leave for a bona fide illness, injury, medical examination, or other health related purpose. An employee on sick leave must notify or cause notification to be made to his or her department head or supervisor prior to, or at least one (1) hour before the scheduled starting time. Failure to do so shall be cause for denial of pay for the period of absence. A doctor's certificate will be required for absences longer than three (3) consecutive days. For serious infectious diseases, a doctor's note shall be required to release an employee back to work.

In the event all accumulated sick leave has been used, the employee may take any accumulated vacation days. Employees who have a minimum of 15 years of service with the Town shall receive 75% of their accrued sick leave upon retirement or voluntary resignation. In the event of death the beneficiary shall receive a lump sum payment equal to 75% of accumulated and unused sick leave up to a maximum of thirty (30) days.

DONATION OF SICK LEAVE: In cases where a regular full-time or part-time employee because of illness or injury has used up, or is about to use up, all of his/her accumulated sick leave, the Town Manager may, where he/she determines that said employee has kept a good attendance record and a good work record, invoke this paragraph and authorize the start of the procedure for the donation by other interested Town employees of sick days to said employee. The following provisions and restrictions shall be incorporated into any such sick leave donation procedure set up by the Town Manager in addition to any other restrictions or requirements he/she deems appropriate at the time.

1. In order to be eligible to donate sick days, employees will have to have accrued at

least fifteen (15) days of accumulated sick time as of the donation.

2. Employees who have accumulated the minimum of fifteen (15) days may donate no more than five (5) days of their total sick leave accumulation in any one instance.
3. All sick days donated will be deducted from the accumulated sick leave of the donor.
4. All sick days donated but not used for the purpose of the original donation will be returned to the donor(s) on a prorated basis rounded to the nearest half day.

5.4 PERSONAL OR EMERGENCY LEAVE

Two (2) paid personal days will be provided to all full-time and permanent part-time employees, who work a minimum of 24 hours per week. Temporary employees are not entitled to any paid personal days. A part-time employee, who works less than 24 hours per week, will be paid for personal days on a pro-rated basis in accordance with his/her regular hours of work. Personal days may not be accumulated from year to year, and employees will not be paid for personal days not taken either during the year or upon termination of employment. Personal days may be used in no less than half-day increments and all personal days must be approved in advance by the respective Department Head or the Town Manager.

Personal leave without pay, not to exceed five (5) days, may be granted at the discretion of the Department Head with approval of the Town Manager. Personal leave with pay, not to exceed five (5) days, may be granted with the employee required to complete an equivalent amount of compensating work time within sixty (60) calendar days. Failure to compensate for time will result in a charge to employee's accumulated vacation time, or failing this, an equivalent loss of salary.

Emergency leave up to three (3) days may be granted at the discretion of the Department Head with authorization of the Town Manager for illness of immediate family and will be deducted from their sick leave.

The provisions of the Family and Medical Leave Act of 1993 shall strictly apply, as appropriate, to all employees of the Town of Gorham. The full text of the FMLA is available at www.dol.gov/esa/whd/fmla.

5.5 MATERNITY LEAVE

A female employee may continue working so long as she is physically able to do her job. A female employee shall be permitted to take a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions (doctor's certification). When the employee is physically able to return to work as per a doctor's certification, her original job or a comparable position shall be made available to her by the Town. For all other employment related purposes, including receipt of benefits under fringe benefit programs, pregnancy, childbirth, and related medical conditions shall be considered temporary

disabilities, and a female employee affected by pregnancy, childbirth, or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability. Employees will be required to take FMLA leave as set forth above, if they are eligible for such leave. In addition, employees will be required to exhaust any accrued sick leave or accrued, unused vacation leave before taking any unpaid leave. If some portion of the employee's absence is unpaid, the employee should make arrangements with the Director of Finance to pay the employee portion of their health insurance premium. Employees on maternity leave should contact the Director of Finance to make arrangements for payment of their health insurance premiums during their leaves. An employee on maternity leave, who states that she will not be returning to work, will be considered to have resigned as of the date that her leave commenced. It shall be the policy of the Town to comply with applicable federal and state laws existing at the time of absence.

NOTE: In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA contains many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA are incorporated herein and will be applied in all instances of requested or designated FMLA leave. The full text of the FMLA is available at www.dol.gov/esa/whd/fmla

5.6 JURY AND ARMED FORCES RESERVE SERVICE

A. MILITARY LEAVE - TRAINING NATIONAL GUARD, RESERVED FORCES

Any employee called for jury duty or armed forces reserve shall be excused from work for the duration of the employee's service and shall receive the difference between his regular pay and his jury or reservist's pay, provided the employee presents an official statement of pay received. All benefits shall continue to accrue during such absence except for reserve service of duration longer than two (2) weeks. In instance of National Mobilization accrual continues up to thirty (30) days.

B. MILITARY LEAVE - ACTIVE DUTY

An employee may be granted a formal leave of absence without pay for periods of extended active duty. A copy of military orders directing his duty will be filed with the Town Manager and placed in the employee's personnel file. The employee must make application for reinstatement upon release from active duty within the period specified by current Federal Law if he/she so desires to seek re-employment. Application for reinstatement must be made within ninety (90) days of completion of active service and as specified in Chapter 43 of Part III of Title 38 U.S. Code.

C. JURY DUTY

Jury Duty is considered as a mandatory service to the community, State and Nation and of such an infrequent nature that employees are not to be penalized. Maximum length of time to be dependent upon Court. Employees will be compensated for any lost work, pay not to exceed normal forty (40) hour work week while serving jury duty. Compensation will be the normal base salary received from the town minus what may be received from the courts.

5.7 BEREAVEMENT LEAVE

Three (3) days of paid leave shall be granted in the event of death of one's mother, father, husband, wife, children, brother, sister, grandmother, grandfather, or in-law of the above. One (1) day of paid leave shall be granted for any other relative. One-half (1/2) day of leave shall be granted to serve as a pallbearer.

5.8 It is agreed that sick/vacation leave time shall be computed on the basis of the actual hours worked pursuant to the officers/dispatchers regular schedule.

5.9 For the computation of holiday leave time it is understood that a day is equal to eight (8) hours.

ARTICLE VI
EMPLOYEE EXPENSES

6.1 All employees traveling on Town business, or using personal assets for Town purchases, shall be entitled to reimbursement for their expenses according to the following schedules:

Automobile Expense - the rate per mile will be reviewed annually by the Town Manager and approved by the Board of Selectmen. The rate will be based upon the mileage rate allowance of the Internal Revenue Service.

Lodging and Meals – To be reimbursed all lodging expenses must be at the government rate. The Town will fully reimburse reasonable meal expenses associated with these overnight stays. Meal expenses not associated with overnight stays will be reimbursed but are taxable to the individual. [per IRS Code Sec 119] (no alcoholic beverages)

Purchases - all verified expenses (no tobacco products or alcoholic beverages)

6.2 All travel expenses must be itemized, with receipts attached on a Town expense voucher, to be approved by the Town Manager prior to reimbursement. Employees are expected to refrain

from luxury accommodations but are also expected to select lodging and eating places with due regard to comfort, cleanliness, physical needs and customs.

ARTICLE VII
INSURANCE BENEFITS

7.1 TERMS OF INSURANCE POLICIES TO GOVERN

Permanent full-time employees must be employed with the Town for thirty (30) days before being enrolled in all benefits of the Town. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Thus, it is the responsibility of the parties to understand the terms and conditions of all independent insurance policies and benefit levels stipulated and referenced within this Agreement. All said policies and the terms and conditions thereof are hereby incorporated into and made a part of this Collective Bargaining Agreement by reference thereto.

Health Insurance Coverage –

A. In an effort to provide our employees with proper and adequate health insurance coverage the Town of Gorham will provide access to a variety of health plans made available through its providers. The Town will contribute towards the premium of the basic health insurance policy by paying 80% of the total premium with the employee paying 20% of the contract. This contribution will cover a single, two-person and family plan. A prescription drug plan is offered as part of the policy. Other policies may also be offered for employees to choose from, but the Town of Gorham will only be responsible for an amount equal to the above calculation with the employee paying the balance.

The Town will offer a Vision Eyewear Discount Plan that will cover all family members of the bargaining unit that are on the Town's Health Plan. This change replaced the Health Club Reimbursement Benefit. The Town will pay for the cost for the Vision Eyewear Benefit.

Effective July 1, 2011, the Prescription Drug Plan will be a $10/$20/$45 co-pay (retail or mail order).

B. Any employee who can show proof of appropriate alternate coverage and does not enroll in the Town's health care plan shall receive an annual payment of $1,000.00, payable in July ($500.00) and December ($500.00) of each contract year. If the employee returns to the Town's health care plan for any reason prior to that date only a pro rata share shall be payable.

The employee's share, if any, shall be deducted bi-weekly through an automatic payroll deduction. The employee may elect to have their health insurance contribution deducted on a pretax basis.

7.2 DISABILITY INSURANCE

The Town shall make available a salary continuation plan. Premiums will be fully paid by the Town. This plan covers 66 2/3 (sixty-six and two thirds) of salary for a period of 180 days (maximum of $1,200/week) with an added twenty-four (24) months of coverage at 66 2/3% the sum for sickness or accident or illness (maximum benefit of $5,000/month). Benefit payment shall be payable after thirty (30) days of accident or illness. Benefit payment shall start in thirty (30) days unless a shorter waiting period is requested by the employee. Maximum benefit period for injury or sickness is two and one-half (2 1/2) years.

Employees will be allowed to utilize their accumulated sick leave to supplement the difference between the insurance benefit and their regular base wage. At no time will the total benefit received inclusive of sick leave exceed 100% of the employee's gross weekly wages.

Any compensation received from a statutory plan (i.e. Social Security) will be included in the benefit guarantee.

7.3 LIFE INSURANCE

The Town shall make available a life insurance policy in the amount of the next upward thousand from the employee's base salary and shall be adjusted on July 1st of each year. Town pays full premiums. Double indemnity paid for accidental death.

7.4 WORKMEN'S COMPENSATION INSURANCE

The Town of Gorham employees are covered by Workmen's Compensation insurance for all on the job injuries. All injuries, whether major or minor, shall be immediately reported to the employee's supervisor who shall cause a report to be filed concerning the specific injury within twenty-four (24) hours of the time of injury. Failure to report may result in loss of leave and compensation.

7.5 UNEMPLOYMENT COMPENSATION

The Town of Gorham's employees are covered by Unemployment Compensation.

7.6 PENSION PLAN

All permanent full-time employees must participate in the New Hampshire Retirement System. The amount of contribution required by the employee and by the Town is set on an annual basis by the System. Pension and retirement rights may vary as to category. Employees vest pension rights after ten (10) years of service with the Town.

7.7 RETIREMENT AGE

Per state and federal requirements.

ARTICLE VIII
EMPLOYEE PERFORMANCE EVALUATIONS

8.1 All permanent and permanent part-time employees shall be evaluated once during a twelve (12) month period. It is the purpose of the evaluation to keep the employee advised of the acceptability of his/her performance and to offer suggestions where needed.

8.2 The head of each department shall complete the evaluation in the prescribed time (December of each year) frame and review it with the employee within fourteen (14) days of its completion. The employee shall then have the opportunity to comment on the evaluation. The evaluation shall then be forwarded to the Town Manager for review subsequently then placed in the Finance Department's employee personnel file.

ARTICLE IX
PAYROLL TIME SHEETS

9.1 All employees shall complete a weekly time sheet showing actual starting and quitting time for hourly employees or total time worked for salaried employees. Their supervisor shall complete a weekly payroll, which shall be submitted to the Finance Officer no later than nine A.M. (9:00 A.M.) on Monday mornings.

9.2 The payroll time sheets will serve to record absences and types of leave, overtime, compensatory time and employee time spent on special projects or grant-supported activities.

ARTICLE X
DISCIPLINARY PROCEDURE

10.1 The Town Manager and/or the Department Heads, may take disciplinary action against any municipal employee under their direct supervision for just cause which may result in an oral or written reprimand, demotion, suspension from duty, with or without pay, administrative leave with or without pay, or permanent dismissal from employment with the Town of Gorham.

In the event an employee is suspended without pay, such period of suspension shall not exceed a maximum of thirty (30) working days. At the conclusion of a paid suspension or administrative leave, the Town shall have the right to take disciplinary action as appropriate.

10.2 DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and will normally take place in the following order:

(a) Verbal reprimand

(b) Written reprimand

(c) Suspension without pay

(d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. An employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on his personnel record, within three (3) days of the action taken. In imposing discipline on a current charge, the Town will not take into account any prior infractions which occurred more than three (3) years previously.

10.3 Some causes for disciplinary action, but not limited to:

A. Acts of insubordination toward any supervisor officer, department head or Town officer.

B. Willful disregard or disobeying of a supervisor or neglect of duty or incompetence.

C. Use of alcoholic beverages or controlled substances while on duty or reporting to work in an intoxicated or altered condition.

D. Excessive use of alcoholic beverage or any use of controlled substances off duty so as to reflect discredit upon any department of the Town.

E. Flagrant disregard for or violation of Town ordinances, State law or conviction of a felony.

F. Willful misuse, theft, misappropriation, destruction or conversion of Town property for personal use or gain.

G. Frequent tardiness, neglect of duty and unauthorized absence from work.

H. Accepting cash, gifts or other valuable items for performing special favors through any Town service.

I. Uncivil or discourteous attitude and the use of indecent, abusive, lewd or slanderous language toward the public.

J. Repeated complaints of willful neglect or refusal to pay personal debts.

10.4 TERMINATION

Permanent and temporary employees terminating services with the Town will be entitled to all earned compensation and vacation or equivalent wages for earned vacation time, provided that proper notification is given. Resignations must be submitted at least two (2) weeks in advance.

10.5 RIGHT OF APPEAL EXPRESSLY GRANTED

The permanent employees of the Town of Gorham are hereby expressly granted the right to appeal any disciplinary action taken against them. Such appeal shall be in accordance with the Grievance Procedure in Article XII of this Agreement.

Seasonal and non-permanent part-time employees may be dismissed at the discretion of the Town Manager and are not entitled to a hearing.

10.6 Employees shall sign any and all documentation concerning disciplinary action placed in a personnel file to indicate that it has been viewed but not necessarily agreed to.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1 A grievance is defined as a claim or dispute arising out of the application of interpretation of this Agreement and under express provisions of this Agreement, shall be processed in the following manner:

Step 1 An employee having a grievance may discuss the grievance with the employee's Department Head within eight (8) working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance shall be discussed between employee, a Union representative and the Department Head. The Department Head shall give her/his answer within five (5) working days from the date he/she receives notice of the grievance. All grievances and answers shall be submitted in writing.

Step 2 If the Union is not satisfied with the disposition of its grievance by the Department Head, or if no decision has been rendered, the Union shall file, in writing, said grievance with the Town Manager within five (5) work days after the decision is rendered or eight (8) work days (with no decision) after the grievance was filed with the Department or Division head. The Town Manager shall have fifteen (15) work days from the date the grievance was filed with him/her to render a decision.

Step 3 If no settlement is reached as a result of Step 2, the Union may submit in writing a request to the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator to resolve said grievance, such action to be filed within thirty (30) working days after Step 2 has occurred or a decision has been reached.

11.2 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

11.3 The expense of the arbitrator shall be borne equally by both parties. Each party shall make arrangements for and pay the expenses of witnesses who are not Town employees who are called by them.

11.4 The above times may be extended or by-passed by mutual written agreement of the parties.

11.5 Grievance shall be processed on the official grievance form provided by the AFSCME.

ARTICLE XII
NON-DISCRIMINATION

Neither the Town nor the Union shall interfere with the rights of employees covered by this agreement, to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or physical handicap, except as any of these factors may be bona fide occupational qualifications.

ARTICLE XIII
RECRUITMENT AND SELECTION

13.1 When a job vacancy occurs within the Town work force, such vacancy shall be made known to Town employees.

A position vacancy may be filled by an applicant who is or is not a Town employee. Vacancies shall be filled by, and preference shall be given to a Town employee based upon a determination made by the Department Head or Town Manager, which is based upon the qualifications of all applicants for the position and the record of the performance of the Town employee.

If it is determined that the vacancy shall be filled by the promotion of a Town employee and two internal applicants are considered equally qualified, then seniority shall be the deciding factor.

13.2 Minimum Standards

A High School Diploma or GED is required for regular or permanent part-time employment of the Town of Gorham.

Minimum age for full-time and part-time sworn police officers shall be age twenty-one (21).

13.3 Promotions

Employees holding the positions of Lead Patrolman or Patrolmen must have a minimum of two (2) year's time in service with the Gorham Police Department to be eligible for a promotion to the rank of Corporal.

Employees holding the positions of Lead Patrolman, Patrolman or Corporal must have a minimum of four (4) year's time in service with the Gorham Police Department to be eligible for a promotion to the rank of Sergeant.

ARTICLE XIV
RESIDENCY

14.1 There are no residency requirements. Emergency Service Department Heads may set specific time limits for residency, based upon distance and normal time of travel.

ARTICLE XV
COMPENSATION

15.1 An employee's entrance pay rate will be established by the Town Manager or the appropriate Board or Commission. All employees shall be paid on the basis of a salary or equivalent hourly wage as determined through the process of negotiations.

15.2 POLICE: For the contract year, January 1, 2015 through December 31, 2015, there will be no wage adjustment for any bargaining unit employee.

Position	1/1/2015	1/1/2016	1/1/2017
Sergeant:	$23.90	24.38	24.87
Corporal:	$22.47	22.92	23.38
Lead Patrolman:	$21.84	22.28	22.73
Patrolman:	$21.21	21.63	22.06

Effective January 1, 2016, Employees shall receive a 2.0% wage adjustment to their base salary.

Effective January 1, 2017, Employees shall receive a 2.0% wage adjustment to their base salary.

Permanent Part-Time Officers who are full-time certified shall receive the pay rate of a patrolman.

Pay Scales: During 0 - 6 month probationary period, the employee will receive $1.00 per hour less than the rate in the above table. After 6 months, the rate will move to the appropriate rate in the above table.

Shift Differential: Any shift which starts 1500 hours or later will receive fifty-nine (.59) cent differential pay added to their regular hourly wage.

DISPATCH: For the contract year, January 1, 2015 through December 31, 2015, there will be a 3.5% wage adjustment for any bargaining unit employee.

Position	1/1/2015	1/1/2016	1/1/2017
Dispatch Supervisor:	$15.51	16.05	16.61
Dispatcher: Full-Time	$14.40	14.90	15.42
Perm Part-Time	$13.97	14.46	14.97

Effective January 1, 2016, Employees shall receive a 3.5% wage adjustment to their base salary.

Effective January 1, 2017, Employees shall receive a 3.5% wage adjustment to their base salary.

Pay Scales: During 0 - 6 months probationary period, the employee will receive $1.00 per hour less than the rate in the above table. After 6 months, the rate will move to the appropriate rate in the above table.

Shift Differential: Any shift which starts 1500 hours or later will receive fifty-nine (.59) cent differential pay added to their regular hourly wage.

15.3 Recognizing the contribution that seasoned police officers & dispatchers give to the department the town will provide a longevity bonus for uninterrupted service to the Gorham Police Department as follows:

- For 5 years of service a bonus of $500.00
- For 10 years of service a bonus of $1,000.00
- For 15 years of service a bonus of $1,500.00
- For 20 years of service a bonus of $2,000.00

This amount will be paid in a lump sum on the normal pay day of the anniversary week of employment.

The Corporal position will reflect a 6% differential from entry level patrol positions.

The Lead Patrolman position will reflect a 3% differential from entry-level patrol positions.

15.4 Education Incentive

Police

An educational adjustment of $0.24 cents per hour shall be paid to those bargaining unit members **(Police Officers)** that attain an associate's degree in Criminal Justice during employment with the Town. Further, this $0.24 per hour adjustment shall be available to new hires and current members of the department that have already attained an associate's degree prior to employment with the Town.

Dispatch

An educational adjustment of $0.24 cents per hour shall be paid to those bargaining unit members (Dispatchers) that attain an associate's degree in Criminal Justice, Emergency Management, or Administrative Communications during employment with the Town. Further, this $0.24 per hour adjustment shall be available to new hires and current members of the department that have already attained an associate's degree prior to employment with the Town.

15.5 Specialty Rates

Employees assigned as a juvenile Officer, Prosecutor, Evidence Custodian or Detective shall receive a Specialty Rate for these assignments. The Specialty Rate for Juvenile Officer and Evidence Custodian shall be $500.00, the Specialty Rate for Detective shall be $750.00 and the Specialty Rate for Prosecutor shall be $1000.00.

Employees who are certified firearms instructors and conduct the firearms training for the department shall receive a Specialty Rate of $75.00 per year, and members of the Berlin-Gorham Emergency Response Team shall receive a Specialty Rate of $50.00 per year.

Specialty Rates shall be paid each year, in a separate check on the first pay period in December.

When a Police Officer is certified by Police Standards & Training as a Field Training Officer and is assigned to conduct field training, they shall receive an additional thirty (.30) cents per hour. The Police Department will send 1 officer each contract year to school to be certified.

When a Dispatcher has successfully completed a Supervisor Academy course and is assigned to conduct training of a new employee, they shall receive an additional thirty (.30) cents per hour. Dispatch will send one (1) dispatcher to training in 2015.

15.6 Retention Pay

Police: After every three (3) years of employment, employee shall be entitled to an additional forty (.40) cents per hour, to begin with start of pay period following anniversary date.

Dispatch: After every five (5) years of employment, employee shall be entitled to an additional thirty (.30) cents per hour, to begin with start of pay period following anniversary date.

15.7 Court Time

Off duty personnel required to testify in court will be paid a minimum of three hours of pay or at a rate of time and one-half for all hours in attendance, whichever is greater.

On duty personnel will not collect witness fees while on duty when court attendance is required. If that person is released from duty or goes off duty during court attendance, they are eligible to receive the court witness fee. If this time exceeds two (2) hours, that person shall then receive time and one-half for each hour attended.

Any employee who, because of his official duties is required to make a court appearance on behalf of the State of New Hampshire shall, when said appearance is made during his off duty hours, relinquish to the Town the court check and receive pay at straight time for hours worked unless the employee is in an overtime status (excess of 40 hours) at which time the employee shall receive time and a half.

ARTICLE XVI

ME TOO CLAUSE

16.1 If employees of any other Town Department, with the exclusion of the Library and Water and Sewer Department, receive pay or a benefit that is richer than the Police Department, then the employees of the Police Department shall receive the same level of pay or benefit.

ARTICLE XVII

SAVING CLAUSE

17.1 If any portion of this Agreement is found to violate State law or Town ordinance or is found to be unlawful and unenforceable by any Court of competent jurisdiction, or has the effect of loss to the Town of funds made available through State or Federal law, rule or regulation, then such

specific portion shall be amended to the extent necessary to conform with such law, rule or regulation; however, the remainder of this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion affected, but neither party is required to make concessions to reach agreement.

ARTICLE XVIII
COST ITEMS

18.1 The cost items contained in this Agreement shall not become effective until approved by the Gorham Town Meeting.

ARTICLE XIX
EXTERNAL COMPLAINTS

19.1 Any external complaint lodged against any employee shall be required to be submitted in writing and sworn to by a Notary or Justice of the Peace, stating facts of the complaint, the person(s) lodging the complaint and the date and the time of the incident.

19.2 Upon receipt of a written complaint, an investigation will be conducted by the Department Head and a recommendation made to the Town Manager. If the complaint is of a criminal nature an investigation will be conducted by the Chief of Police who will report to the Town Manager.

All parties involved shall be informed of the outcome in writing.

Verbal complaints will not be acted upon in an official manner.

ARTICLE XX
EFFECTIVE DATE / RENEWAL

20.1 This agreement shall be in effect from the date of its execution through December 31st, 2017. No provision in this Contract shall be given retroactive effect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter into negotiations for a new contract, shall give notice thereof on or about July 1 of the contract year.

FOR THE UNION:

Carolyn Kinglesmith, Union Representative

Jonathan Imperial, Union Steward

Susan Dorval, Dispatcher

Richard McClure

FOR THE TOWN:

Jeff Schall, Chairman

Terry Oliver

Grace LaPierre

Robin Frost, Town Manager

Paul S. Cyr, Police Chief

Denise M. Vallee, Director of Finance/Admin.