

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**THE TOWN OF HANOVER**

**and**

**HANOVER PUBLIC WORKS DEPARTMENT**

**AFSCME LOCAL 1348**

Effective Date: July 1, 2011

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**PREAMBLE**

The Town of Hanover (hereinafter referred to as the “Town”) and the American Federation of State, County, and Municipal Employees (AFSCME), Council 93, Local 1348 (hereinafter referred to as the “Union”), hereby agree as follows:

**ARTICLE 1**  
**RECOGNITION**

The Town hereby recognizes the Union as the sole and exclusive representative, pursuant to provisions of New Hampshire RSA 273-A, for all regular employees in the following positions.

**BUILDINGS:**

1. Building Maintenance Technician
2. Head Custodian
3. Custodian

**FLEET:**

1. Mechanic
2. Senior Mechanic
3. Stock Room Clerk
4. Fleet Shop Foreman

**GROUNDS:**

1. Arborist
2. Grounds Crew Leader

**HIGHWAY:**

1. Equipment Operator/Highway Maintenance Worker
2. Highway Operations Supervisor
3. Light Equipment Operator/Highway Maintenance Worker

**PUBLIC WORKS:**

1. Inventory Control/Data Entry Clerk

**SEWER MAINTENANCE:**

1. Sewer Maintenance and Construction Supervisor
2. Sewer Maintenance and Construction Worker

**WATER RECLAMATION TREATMENT:**

1. Assistant Water and Water Reclamation Treatment Superintendent
2. Laboratory Technician
3. Water and Water Reclamation Treatment Assistant
4. Water and Water Reclamation Treatment Technician

**WATER DEPARTMENT:**

1. Water Distribution Assistant Supervisor
2. Water Distribution Worker

Excluded from recognition or coverage under this Agreement are Administrative Assistant, Director of Public Works, Fleet Maintenance Supervisor, Operations Manager, Urban Forester/Grounds Superintendent, Utility Engineer, Water and Water Reclamation Treatment Superintendent, Water Distribution Supervisor, all other supervisors, professional and confidential employees, persons in a probationary or temporary status or employed seasonally or irregularly, and all other employees of the Town of Hanover.

**ARTICLE 2**  
**EMPLOYEE RIGHTS**

**2.1** The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

**2.2** No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.

**2.3** The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of age, sex, race, color, marital status, sexual orientation, physical or mental disability, religious creed, or national origin. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**3.1** Except as otherwise specifically modified in this agreement, the management and direction of the Public Works Department, as well the means by which such operations are to be conducted, shall remain the sole and exclusive responsibility of the Town. All rights and responsibilities not specifically modified by this agreement shall continue to remain as the sole and exclusive function of the Town.

**3.2** The Town retains the sole responsibility to determine the total number of employees required to perform the duties of the Public Works Department, and to adjust the assignment of those employees as necessary for the management of the department.

**3.3** Nothing in this agreement shall be construed to limit the rights of the employees under law.

**3.4** The Hanover Personnel Policy Manual in effect as of the signing of this agreement will prevail in all matters, except where there is specific provision in this agreement.

**ARTICLE 4**  
**UNION SECURITY**

It is recognized that the negotiations for and the 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 a “representative fee” which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union.

**ARTICLE 5**  
**UNION BUSINESS**

**5.1** Negotiation Leave: Any employee who is acting in an official capacity as a member of a negotiating team of the union during the employee’s scheduled working hours will be granted leave without any loss of pay during said negotiations.

**5.2** Union Leave: The Town agrees to allow the Union Representative (employee) and the aggrieved employee a reasonable period of time, without loss of pay, during regular working hours for the purpose of processing grievances. When processing a grievance the Union Representative (employee) and the aggrieved employee shall obtain prior permission from the Director of Public Works or the Director’s designee if they are to be absent from their duties or leaving the work site, and they shall obtain permission of an employee’s immediate supervisor before interrupting the work of another employee for purposes of processing a grievance.

**ARTICLE 6**  
**BULLETIN BOARDS**

The Town shall provide space on bulletin boards for the posting of notices of the Department(s) addressed to the employees and notices of the union addressed to the members in each division. The Town shall locate these bulletin boards at convenient places within the departments. No notice shall be posted until it has been signed by a union representative.

**ARTICLE 7**  
**CONSULTATION CLAUSE**

**7.1** Four (4) representatives of the union shall meet with the Director of Public Works or the Director's designee once a month to discuss matters of mutual concern, including matters necessary to the implementation of this agreement. An agenda shall be submitted by the union to the Director no less than five days prior to the scheduled meeting. Additional matters may be placed on the agenda at the discretion of the Director. Nothing contained herein shall prevent the Director and the union from meeting on a less frequent basis upon mutual agreement.

**7.2** Nothing contained herein shall prevent the union and the Director from consulting at any time if matters of mutual concern arise of an urgent or emergency nature.

**ARTICLE 8**  
**SENIORITY**

**8.1** There shall be two (2) types of Seniority:

- a. Department Seniority - Shall relate to the time an employee has been continuously employed by the Department.
- b. Classification Seniority - Shall relate to the length of time an employee has been employed in a particular classification.

Department Seniority shall prevail in matters concerning lay-off and re-hiring.

**8.2** Upon receiving a promotion, an employee's name shall be entered at the bottom of that particular Classification Seniority list to which the employee has been promoted, regardless of the employee's Department Seniority and classification, and regardless of the Department Seniority of other employees already in that job, until such time as other promotions are made into the classification. New promotions shall be entered at the bottom of the particular Classification Seniority list. If a promoted employee does not pass the new position's probation period, then the employee shall be returned to the employee's former classification. If the employee's former classification no longer exists, the employee may seek another position in accordance with the provisions of Article 28 of this Agreement.

**8.3** Until a new employee has served the six (6) month initial evaluation period, it shall be deemed that the employee has no seniority status, and the employee may be discharged without cause and such discharge or lay-off shall not be subject to the Grievance Procedure.

**8.4** An employee shall not forfeit seniority during absences caused by illness resulting in total temporary disability due to the employee's regular work with the Department, certified to by an affidavit from the Workers Compensation Carrier, for disability of up to eighteen (18) months.

**8.5** An employee shall lose seniority for, but not limited to, the following reasons:

- a. Discharge
- b. Resignation

**8.6** The employee's present Classification Seniority as of the effective date of this Contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in nature to merit consideration under this Section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Town approved by the Union.

## **ARTICLE 9** **WAGES**

**9.1** After successful completion of the initial evaluation period, the affected employee shall be moved to the next step in the labor grade. Each subsequent step will be achieved by successful completion of one year's service, and upon recommendation of the employee's immediate supervisor and the approval of the Director of Public Works and the Human Resources Director.

**9.2** Step increases, promotions, and other salary actions are based upon acceptable performances, and are not considered to be automatic, or based on length of service alone.

**9.3** The Labor Grade and Step schedule (Appendix B) has been adjusted to reflect a 1.5% cost of living increase effective July 1, 2011 through June 30, 2012. One Step shall be added to

the top of the 2011-2012 Labor Grade and Step schedule (Appendix B). This new step is 1.0% higher than the previous step and is identified as Step W-1.

**9.4** The Labor Grade and Step schedule (Appendix B) shall be adjusted to reflect a 1.5% cost of living increase effective July 1, 2012 through June 30, 2013. One additional Step shall be added to the top of the 2012-2013 Labor Grade and Step schedule. This new step is 1.0% higher than the previous step and is identified as Step W-2.

**9.5** The Labor Grade and Step schedule (Appendix B) shall be adjusted to reflect a 2.0% cost of living increase effective July 1, 2013 through June 30, 2014. **9.6** On July 1, 2013, employees that were on Step W-2 during the 2012-2013 fiscal year shall receive a one-time cash payment of \$500.00 in addition to any cost of living adjustment to Step W2. Where applicable, this one-time cash payment of \$500.00 will be paid in the employee's paycheck in full on or before July 18, 2013.

## **ARTICLE 10** **DUES AND DEDUCTIONS**

**10.1** Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues or representative fee of the Union from the wages of each employee on a weekly basis and pay the total amount of dues and representative fees collected to Business Manager, AFSCME council 93, 8 Beacon Street, Boston, Massachusetts 02108 once a month, along with a statement indicating who has paid said dues or representative fees. A copy of such statement shall be sent to the Union Chapter Chair.

**10.2** The Union shall submit in writing to the Town the correct names and addresses of the Officers and Stewards of Local 1348, AFSCME, within 15 working days after a union election.

**10.3** If employees have no check coming to them, or if their checks are not large enough to satisfy the dues or representative fee then no deduction will be made. In no case shall the Town attempt to collect fines or assessments for the Union beyond the regular dues or representative

fees. The Union agrees to hold the Town harmless from any claim or liability arising out of the deduction of dues and payment to the Union.

**ARTICLE 11**  
**CALL BACK PAY**

An employee who has left their place of employment and is recalled for work prior to the employee's next normal shift will be paid for a minimum of three (3) hours. Any hours worked outside of the employee's regular workday shall be paid at the rate of time and one-half in accordance with the provisions of Section 14.2; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to the employee's residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime work without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the scheduled shifts, but not to be separately paid for several call backs within the three (3) hour minimum guarantee period, nor to be paid overtime for hours worked during the employee's regular workday.

**ARTICLE 12**  
**WORKING OUT OF CLASSIFICATION**

**12.1** When an employee is temporarily assigned to work in a classification at a higher level of pay than the employee's regular classification for a period of one full shift or more, the employee shall be paid a differential for the time so assigned. The differential shall amount to the difference between the employee's regular rate of pay and the minimum rate for the classification of temporary assignment or five percent (5%) of the employee's base hourly rate, whichever is greater.

**12.2** When an employee is temporarily assigned to a position in another classification for which the minimum rate of pay is the same as the employee's regular class, or to a class with a

lower minimum rate of pay, the employee's pay during the temporary assignment shall remain the same.

**ARTICLE 13**  
**ON-CALL COMPENSATION**

**13.1** ON-CALL shall mean to be available to report to work on relatively short notice outside of the regular workday. ON-CALL compensation shall not be paid for any period an employee is either working or being paid for a call-in.

**13.2** ON-CALL compensation shall be \$1.00 per hour for any period an employee is ON-CALL and either not working or being compensated for a call-in. This shall be paid for all hours ON-CALL beyond the normal work hours as defined in Article 14.1. ON-CALL Compensation shall be paid for all hours during the normal work day on a holiday. ON-CALL Compensation will only be paid to employees who make themselves available to work, not to those who are actually working or who are on vacation, sick, or any other type of leave. An additional \$1.00 per hour, for a total of \$2.00 per hour, shall be paid to those employees who are required to use the SCADA laptop as part of the on-call duty.

**13.3** An Employee who is ON-CALL shall respond within a reasonable period of time. If the employee does not respond within a reasonable time and has no valid excuse (as determined by the Director of Public Works), the employee shall not be eligible for ON-CALL compensation. Violation of this section does not relieve an employee of ON-CALL duty for the remainder of the ON-CALL period. The Director of Public Works shall have the sole discretion to determine if an employee's ON-CALL duty can be terminated.

**13.4** Being ON-CALL is not a guarantee that an employee will be called. Management reserves the right to determine which employee to call-in based upon the circumstances.

**13.5** Employees within a division will have the option of how the ON-CALL list is developed. Employees of the Sewer Line Maintenance, Highway, and Grounds divisions may volunteer to be ON-CALL.

**ARTICLE 14**  
**HOURS OF WORK AND OVERTIME**

**14.1** The regular workweek shall be forty (40) hours [five (5) days, Monday through Friday, 7:00 a.m. to 3:30 p.m.]. Custodians shall work a schedule that is five (5) consecutive workdays with eight (8) consecutive hours of work each day excluding meal periods.

- a. Employees must account for 40 hours per week utilizing any combination of regular time, overtime, comp-time or leave time.
- b. Flexible work schedules may be granted with the approval of the Director of Public Works, and such a schedule shall be considered that employee's regular workday for purposes of calculating overtime under Section 14.2.
- c. Comp-time cannot be used in the week it is earned.

**14.2** Employees under this Agreement will be paid at the rate of one and one half times the employee's regular hourly rate of pay for all hours worked outside of the regular work day. Thus, if an employee works from 11:00 p.m. until 8:00 a.m. the following morning, they will be paid time and one half for eight (8) hours (11:00 p.m. to 7:00 a.m.) and straight time for one (1) hour (7:00 a.m. to 8:00 a.m.).

**14.3** Personnel shortages, peak work-loads, and other emergency situations may make it necessary for an employee to work beyond the employee's regularly scheduled work week. Department Heads or, in emergency situations, on-duty supervisors are authorized to schedule or order overtime work when necessary. To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job and willing to work the hours involved.

**14.4** Supervisors are authorized to schedule overtime when necessary taking into consideration the maximum number of hours employees can safely perform their work in any continuous shift. The Department Head or Supervisor has the authority and responsibility to relieve an employee from work, due to an extended work schedule, when it is determined that the employee may endanger the normal operation of the department or safety of other employees, or general public.

**14.5** If an employee travels to another city and returns the same day, all of the time away from home is considered “hours worked.” Any travel, approved by the Director of Public Works, that keeps the employee away from home overnight, is considered “hours worked” when it occurs during normal working hours (including Saturdays and Sundays), and will be paid in accordance with the provisions of Section 14.2. Time spent in classes, workshops, and seminars is considered “hours worked.”

## **ARTICLE 15** **LEAVE POLICY**

**15.1** General Policy: Leave is a period of authorized absence during regularly scheduled work hours that is approved by proper authority, during which time the employee does not work, but is still considered to be in the employ of the town. Leave may be authorized with or without pay, and shall be granted in accordance with these rules on the basis of the work requirements of the department, and whenever possible, the personal wishes of the employee.

**15.2** Procedure for Requesting Leave: All leave other than sick, injury, or emergency leave must be requested and approved by the Director or Department Head prior to taking of leave. In the case of illness, injury, or emergency, employees shall notify the Director of Public Works or the Director’s designee between the hours of 6:30 a.m. and 6:45 a.m. In the case of extenuating circumstances which preclude the employee from notifying the Director or the Director’s designee between the hours of 6:30 a.m. and 6:45 a.m., the employee must give notice as soon as possible and state the reason(s) why notice was not given at the required time.

**15.3** Requests for leave without pay must be submitted in writing to the Director of Public Works and approved by the Town Manager. (An employee will not be paid for any absence from scheduled working hours unless such absence is approved by the Director of Public Works or the Director’s designee).

**ARTICLE 16**  
**HOLIDAYS**

**16.1** The Town recognizes the following as paid holidays:

New Years Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

**16.2** Employees shall receive one (1) floating holiday each calendar year to be taken in accordance with the employee's preference upon approval of the Department Head. If the employee requests a date not already designated a floating holiday by the Town, the employees shall give at least one week's notice before the date requested. Floating holidays may not be carried over from one year to the next.

**16.3** All regular employees shall receive holiday pay based upon the number of hours that normally would have been worked that day if the day had not been a holiday.

**16.4** All work performed on a holiday shall be paid at the rate of time and one-half over and above the regular hours paid for the holiday for all hours worked.

**16.5** Should any of the above holidays fall on a Saturday, the preceding Friday shall be considered the holiday. Should any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday.

**16.6** The Town shall grant any other official holiday as declared by statute by the State of New Hampshire General Court after the date of this contract.

**16.7** At the discretion of the Town Manager, if a holiday falls on a Tuesday or Thursday, employees may be given Monday or Friday off, taking into consideration the best interest of the Town and particular needs of the department.

**ARTICLE 17**  
**VACATION LEAVE**

**17.1** Each eligible employee shall accrue vacation time from the date of hire and shall be eligible for a leave with pay for the purpose of taking a vacation.

**17.2** Length of Vacation: Each regular full-time employee shall accrue annual vacation leave according to the following schedule:

- a. During the first five years of employment: two (2) work weeks annually, equal to eighty (80) hours, to be accrued at 6.67 hours/month.
- b. Upon completion of five (5) years of continuous service: three (3) work weeks annually, equal to one hundred twenty (120) hours, to be accrued at 10 hours/month.
- c. Upon completion of ten (10) years of continuous service: four work weeks annually, equal to 160 hours, to be accrued at 13.33 hours/month.
- d. During year round operations all employees may accumulate up to, on a rolling basis, forty (40) Compensatory Time (Comp-Time) hours in lieu of overtime pay at the rate of 1.5 hours for every overtime hour worked. These Comp-Time hours must be used, or be paid, before the end of the fiscal year. Once the comp time balance drops below 40 hours, the employee may begin to accumulate comp time again up to the 40-hour cap. Comp-Time may be taken with the approval of the Department Head and may be taken all at once, several days at a time, single days, or in parts of days.

**17.3** Vacation schedules shall be determined by the Director of Public Works in accordance with Department requirements but shall make all reasonable efforts to accommodate an employee's request. Where conflicts in vacation requests exist, Town seniority shall prevail.

**17.4** Each regular part-time employee shall be granted vacation leave in accordance with the schedule above, on a prorated basis equivalent to the percentage of hours of the normal work the employee normally works.

**17.5** Use of Vacation: Vacation leave may be taken all at once, several days at a time, single days, in parts of days, or accumulated and carried over into the following year.

**17.6** Employees will not be allowed to carry over more than one (1) year's allocation of vacation leave into a subsequent year, unless an employee is precluded from taking vacation leave as a result of the staffing needs of the Town. Exceptions may only be granted by specific written permission of the Town Manager after written request is received from the employee with written recommendation of the Director of Public Works. Employees are advised to take their vacation during the year in which it is earned.

**17.7** If any employee wishes to be paid prior to going on vacation, the employee must notify the Director of Public Works in writing at least ten (10) days in advance of the last working day before the vacation.

**17.8** Vacation Time: Vacation time will be allocated to each employee as vacation time is earned, will be shown on the pay slip of the employee, and will be updated on the first pay period of every month.

**17.9** Vacation Leave Settlement Upon Termination of Employment: Employees who are eligible for vacation and whose employment has been terminated for any reason shall be paid an amount equal to all accumulated vacation leave earned, but not taken.

**17.10** Death of an Employee Eligible for Vacation Leave: Upon Death of an employee who is eligible for vacation, payment shall be made to the beneficiary as listed in the employee's personnel file in an amount equal to the accumulated vacation leave.

**17.11** Vacation as Sick Leave: Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.

**17.12** Sickness While on Vacation: With the approval of the Town Manager, an employee who becomes sick while on vacation may change those days when ill to sick leave.

**ARTICLE 18**  
**SICK LEAVE POLICY**

**18.1** Sick Leave: Sick leave shall be for the purpose of illness or disability of the employee or because of illness or disability in the employee's immediate family, or for physical or dental examinations for the employee or the employee's immediate family.

**18.2** Immediate Family: Immediate family shall include the following members: spouse, child, mother, father, brother, sister, or other relative living in the same household.

**18.3** Reporting Absence: In order to receive compensation while on sick leave, the employee shall notify the Director of Public Works or the Director's designee as early as possible before the start of the regularly scheduled work day.

**18.4** Physician's Certificate: After the use of five (5) consecutive sick days or the suspicion of sick leave abuse, the Director of Public Works or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for the absence and the expected duration, and the fitness of the employee to return to work.

**18.5** Sick Leave Abuse: An employee on sick leave who is absent from the employee's home without sufficient reason at the time of a visit from a Town representative will have all sick leave benefits for the particular illness canceled and the time lost will not be restored to the credit of the employee.

**18.6** Sick Leave Accrual: All regular full-time employees will be eligible for sick leave with full pay at the rate of eight (8) hours per month, to be credited to the employee during the first pay period of each month from date of hire.

**18.7** Incentive Day: An employee who does not utilize sick leave in any four (4) month period, beginning with the first day of each month following the use of a sick day or portion thereof, shall be credited with one (1) additional vacation day. Such vacation day shall be taken at a time mutually agreeable to the employee and the Director of Public Works.

**18.8** Accumulation of Sick Leave: Earned sick leave is accumulated on a continuous basis and may be accumulated to a maximum of ninety (90) days or seven hundred twenty (720) hours. For

employees hired after July 1, 2011, the maximum accrual shall be sixty (60) days or four hundred and eighty (480) hours.

**18.9** Sick leave shall not accrue to any employee who is on sick leave for one full calendar month or more, however sick leave shall continue to accumulate to any employee who is on Injury leave.

**18.10** Additional Sick Leave Request: If the accumulated sick and vacation leave credits have been or are about to be exhausted, an employee may make application in writing for an additional allowance of sick leave. Such additional allowances may be authorized by the Town Manager after reviewing all the circumstances, performance and other facts relevant to the request for the additional allowance. Any loan of sick time hours is to be repaid to the Town as soon as possible after returning to duty. **See Sick Leave Donation Policy at Appendix C.**

**18.11** On-duty Emergency Leave: Employees will be allowed, without loss of pay, up to four (4) hours of emergency leave with reasonable notice to the Director of Public Works or the Director's designee for the purposes of transporting members of the employee's immediate family to a medical facility for emergency treatment. This article is not intended to apply to non-emergency scheduled appointments. Immediate family shall include the following members: spouse, child, mother, father or other relative living in the same household.

**18.12** Sick Leave Settlement Upon Termination of Employment: Employees employed by the Town of Hanover for one (1) to nineteen (19) years, who have accrued sick leave credits and whose employment is terminated for any reason, shall be paid one-half (1/2) of the actual amount of sick time accumulated but not expended. For employees employed by the Town for twenty (20) years or more, the following sick leave reimbursements shall apply:

- a. Employees employed 20 to 24 years: reimbursement shall be 60% of sick leave accumulation.
- b. Employees employed 25 to 29 years: reimbursement shall be 70% of sick leave accumulation.

- c. Employees employed 30 to 34 years: reimbursement shall be 80% of sick leave accumulation.
- d. Employees employed 35 to 39 years: reimbursement shall be 90% of sick leave accumulation.
- e. Employees employed over 40 years: reimbursement shall be 100% of sick leave accumulation.

**18.13** Upon death of an employee who has accrued sick leave, payment shall be made to the beneficiary of the deceased employee in an amount as stipulated above.

**18.14** The Town Manager's Office will maintain a record of all credits and debits to the sick leave account of each employee. The employee may inspect this record at any time.

## **ARTICLE 19** **DISABILITY LEAVE**

**19.1** Disability leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence caused by a non-job related accident, injury, or disease.

**19.2** Compensation While on Sick or Disability Leave: Accumulated sick leave may be used by the employee during the first thirty (30) consecutive days of a disability leave.

**19.3** Should any disability continue beyond thirty (30) days, the employee may receive income protection coverage for sixty (60) percent of the employee's salary if the employee has elected short-term disability as part of their flexible benefits program.

**19.4** At any time after thirty (30) days disability, the employee may request that the employee's accumulated sick and vacation leave be used as a special disability leave to supplement the income protection coverage.

## **ARTICLE 20** **INJURY LEAVE**

**20.1** Injury leave shall mean paid leave given to an employee due to absence from work caused by an accident, injury, or disease which occurs while performing, or as a result of having performed the duties of their position.

**20.2** Employees are responsible for notifying their supervisor as soon as possible of an injury. The supervisor is then responsible for seeing that a report of injury is filed with the personnel office. The personnel office will then be responsible for filing the required state and insurance reports.

**20.3** In the case of slight injury which requires only “first aid,” the employee and the supervisor are still responsible for completing and filing an injury report with the personnel office. If the injury later requires medical treatment, the employee and the supervisor should then notify the personnel office immediately that it has become a medical claim.

**20.4** Compensation While on Injury Leave: Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers’ Compensation as specified by the laws of the State of New Hampshire shall be treated as follows:

- a. The employee shall receive from the Town’s insurer Workers’ Compensation in a dollar amount and for a period of time specified by State law.
- b. The Town will continue the employee’s “regular weekly pay,” computed as if the employee was present for duty and working eight (8) hours on all normal work days (and paid holidays). For this procedure to be followed, the employee must agree, in writing, that upon receipt of the employee’s Workers’ Compensation, the employee will pay back to the Town the amount received in such compensation for the period in which the Town continues the employee’s regular pay. All employees hired after July 1, 2011, who are on injury leave and request their “regular weekly pay” from the Town, shall have the difference in pay between the amount of the employee’s Worker’s Compensation and “regular weekly pay” deducted proportionately from the employee’s accumulated sick or vacation leave. In the absence of a request for “regular weekly pay” or if there is insufficient accumulated sick or vacation leave, such employees (hired after July 1, 2011) will receive only their Worker’s Compensation payment and no additional compensation from the Town.

**20.5** During the period of injury, the employer shall maintain regular payments into all medical plans to ensure continued coverage. It shall be the responsibility of the employee to arrange with the accounting division for payments into the flex benefits program for coverage which the employee is normally responsible for. Workers' Compensation payments are not subject to New Hampshire Retirement System deductions and payments to NHRS will stop.

**20.6** Seniority, vacation, sick leave benefits and pension credits shall be maintained for the duration of the time spent on such leave.

**20.7** Return to Work: Employees absent from work as a result of bona fide Workers' Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury, provided that:

- a. The employee requests reinstatement.
- b. The employee is capable of performing the duties of the position, as determined by the Workers' Compensation physician; and
- c. The position exists and is available.

**20.8** The Town shall provide Alternate Work Opportunities (light duty) as determined by the Director of Public Works, said opportunities being consistent with the employee's limitations, as certified by the Workers' Compensation physician, and the appropriate provisions of RSA 281-A:64.

## **ARTICLE 21** **PERSONAL LEAVE**

**21.1** Employees covered by this agreement will be allowed two (2) days or sixteen (16) hours of personal leave in each fiscal year to be earned at one (1) day for each six (6) months of service, credited on July 1<sup>st</sup> and January 1<sup>st</sup>.

**21.2** Personal leave with pay will be granted to employees to conduct urgent business which cannot be otherwise conducted during non-working hours.

- a. An employee who is sick may use sick leave or vacation leave to account for the absence, but not personal leave.
- b. An employee who has a medical appointment may use sick leave, vacation leave, or personal leave to account for the absence.

**21.3** Employees will be paid their regular rate of pay for each personal day or part thereof taken. Personal time may not be held over at the end of the fiscal year.

**ARTICLE 22**  
**BEREAVEMENT LEAVE**

**22.1** In the event of death in the immediate family, the employee shall be granted up to five (5) working days' paid leave of absence to make household adjustments or to attend funeral services. Immediate family is defined in this section to mean:

- |        |               |
|--------|---------------|
| Father | Brother       |
| Mother | Sister        |
| Spouse | Father-in-law |
| Child  | Mother-in-law |

or any other relative who lives in the same household as the employee. The Town Manager may grant bereavement leave upon the death of an individual whose close association with the employee is equivalent to the family relationships listed above.

**22.2** The employee shall be granted one (1) working day of paid leave to attend the funeral of the following family members:

- |                |               |            |
|----------------|---------------|------------|
| Brother-in-law | Sister-in-law |            |
| Grandfather    | Grandmother   | Grandchild |
| Stepfather     | Stepmother    |            |
| Uncle          | Aunt          |            |

Others at the discretion of the Department Head.

**ARTICLE 23**  
**MILITARY LEAVE**

An employee entering the regular military service or military reserves will be provided a leave of absence without pay (except as provided below) as required by Federal law. Uniformed service includes active duty, active duty for training, inactive duty for training (such as drills), initial active duty for training, and examination to determine fitness to perform any such duty. If the employee's absence creates an undue hardship, the Department Head may contact military officials.

A. It is the employee's responsibility to:

1. Provide the Department Head with as much advanced notice of military service as possible, with the date(s) the employee is leaving for military service.
2. Provide written proof from military or selective service officials to the Department Head, including date of departure and length of service required.
3. Submit a military pay voucher or military pay form to the Department Head, if needed, to confirm that the requested military service was performed and to document the pay difference required for compensation from the Town.
4. Submit a DD 214 form to confirm the dates of service following active duty.
5. Fulfill originally scheduled work obligations if military leave is cancelled for the date(s) requested.

The employee's failure to fulfill these responsibilities may result in disciplinary action.

B. An employee in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee by the department, provided that such payment by the department shall be limited to a period not

to exceed two days a month and two weeks annual training for a total of 38 days in any twelve month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the State.

Employees may, at their request, use accrued vacation time during an approved military leave.

**ARTICLE 24**  
**JURY DUTY**

**24.1** An employee called to court or jury duty, or for any other required appearance before a court as a result of duties pertaining to employment as a Town of Hanover employee, will be granted a leave of absence with pay for the required time necessary to perform this duty. An employee who receives a jury notice or subpoena to testify must notify the Director of Public Works immediately.

**24.2** If a subpoena is for job-related testimony, the employee shall receive the employee's regular salary if performed during scheduled work time, or overtime for time spent outside of the employee's regular duty shift, including travel time.

**24.3** An employee who receives compensation from the court shall sign over the court pay to the Town to receive the employee's regular pay.

**24.4** Employees in court on personal business or business related to employment other than as a Town of Hanover employee will take unpaid leave, personal or vacation leave.

**ARTICLE 25**  
**ADMINISTRATIVE LEAVE**

The Town Manager may grant administrative leave with pay so that an employee may attend official meetings, official training courses, or participate in other official activities.

**ARTICLE 26**  
**LEAVE OF ABSENCE WITHOUT PAY**

**26.1** The Town Manager may grant an employee a leave of absence for up to one year upon written request of the employee and the approval of the Director of Public Works. The request

must state the reason(s) for the leave. Leave without pay shall be granted in accordance with the operational needs of the Department. It shall be the responsibility of the employee, if the leave is granted, to make the necessary arrangements and payments for continuation of the employee's benefits.

**26.2** No leave shall be granted primarily in the interests of the employee, except in the case of an employee who has shown by his record of service to be of more than average value to the Town, and whose service it is desirable to retain, even at some sacrifice.

**26.3** Upon expiration of an approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without the loss of seniority or status. Failure on the part of an employee on leave to report for duty promptly at its expiration may be cause for disciplinary action.

**ARTICLE 27**  
**VOLUNTARY FIREFIGHTER LEAVE**

Employees under this agreement serving as Call Firefighters shall be given release time with pay to respond to Town of Hanover emergencies for which they have been called.

**ARTICLE 28**  
**LAY-OFF**

**28.1** In the event a lay-off, employees shall be laid off in the order of their seniority, beginning with the least senior in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification shall not be laid off. A laid off employee may displace another employee of lesser seniority in the same division, provided that the laid off employee is qualified to perform the work. For purposes of this article, seniority shall be determined by the number of years of continuous service in the employee's job classification and division. No new employee shall be hired until all laid off employees have been given an opportunity to return to work.

**28.2** Notice of Lay-off Decision: Lay-off shall be defined as: involuntary separation of an employee resulting from a reduction in force due to a lack of work, lack of funds, or abolishment of the employee's position.

**28.3** Employees to be affected by a reduction in force shall be given written notice by the Town Manager at least forty five (45) calendar days prior to the effective date of lay-off. The reason for the lay-off shall be stated in the lay-off notice.

**28.4** Right to be Rehired: In the event of recall, employees shall be recalled in the reverse order of lay-off in each job classification, provided that the employee is qualified to perform the job available.

**28.5** The right to be recalled shall last for a period of one (1) year from the date of lay-off, provided that it shall be the responsibility of the employee to maintain required certifications, special licenses, and to contact the Town regarding change of address.

## **ARTICLE 29** **INITIAL EVALUATION PERIOD**

**29.1** Initial Evaluation Period: A working test period of six (6) months' duration following initial appointment or promotion during which an employee is required to demonstrate by conduct and actual performance the employee's fitness for the position. For those positions requiring certification or special licenses, transfer to regular status cannot occur until certification or special licenses are received. An employee on promotional probation shall be covered by all provisions of this agreement with the exception of Article 32, section 32.1.

**29.2** Initial Evaluation Period Extension: Positions which require certification or special licensing as a condition of employment shall have the initial evaluation period extended without prejudice when the certification or license cannot be completed within the normal six (6) month initial evaluation period, provided the employee has successfully completed the initial evaluation period in all other aspects except for the certification or license. Said extension shall be for no more than an additional six (6) months. In such cases, if the Director of Public Works believes

that the employee's service has been such that only certification or licensing is required to successfully complete the initial evaluation period the Director of Public Works may recommend that the full benefit date be set at the end of six (6) months of service.

**ARTICLE 30**  
**PROMOTION AND TRANSFER POLICY**

The following procedure shall govern all promotions and transfers within the Public Works Department.

a. Vacancies to be filled in regularly assigned positions or newly created positions in the Public Works Department of more than sixty (60) days duration shall be posted for five (5) working days on all bulletin boards. The job posting shall include job specifications, rate of pay, job location, the shift and the job status (regular or temporary).

b. Unit employees desiring such positions shall, within five (5) working days after bulletin is posted, apply in writing to the Town Manager's office on forms provided by the Town.

c. Current employees are encouraged to apply for any vacancy for which they meet the requirements of the position. When a Town employee's qualifications are equal to those of outside applicants, the Town employee shall be given preference.

**ARTICLE 31**  
**TRAINING AND CAREER DEVELOPMENT**

**31.1** Purpose: It shall be the responsibility of the Town Manager and Department Head to encourage the training and career advancement of employees for the purpose of improving the quality of services provided by the Public Works Department.

**31.2** Administration: The Public Works Department will maintain records of approved training courses and records of all successfully completed courses and programs of all employees.

**31.3** The Director of Public Works shall approve or disapprove workshops or courses of study in accordance with the following:

- a. The course or workshop will enhance or improve the department;
- b. The course or workshop will satisfy or fulfill certification requirements;
- c. Courses or workshops, if approved, will be subject to availability of funds;

Reasons for the disapproval of courses shall be returned to the employee in writing.

**31.4 Identifying Training Needs:** At the request of the employee, the supervisor and employee should discuss areas of interest to the employee and areas where training is desirable for the improvement of job performance skills or where training is likely to develop additional skills for growth into other positions in Town service. Specific courses and training to be taken should be identified, if possible.

**31.5 Education Incentive:** The following education reimbursement policy will apply to members of the bargaining unit covered by this agreement after completion of the initial period. The Town agrees to provide reimbursement for seventy-five percent (75%) of the cost of courses if all of the following are met:

- a. The course is approved in advance by the Director of Public Works.
- b. The course is related to the employee's job and/or is part of a career development program.
- c. Budgeted funds are available.
- d. Reimbursement is for no more than two (2) courses per semester per employee.
- e. Reimbursement for seventy-five percent (75%) of course costs only upon completion of the course with a "C" grade or better and satisfactory proof of attainment.
- f. Funds will be allocated on a "first come, first serve" basis approved by the Town Manager.

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

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

**31.8** Employees may be granted time off with pay for educational purposes if arrangements are approved by the Director of Public Works, in advance.

**31.9** Educational Incentives will not be considered in figuring base pay.

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

**31.11** When training is approved by the Director of Public Works, the participating employee(s) may be required to demonstrate the value and benefit of the training by reporting back to other employees.

## **ARTICLE 32** **DISCIPLINARY ACTIONS**

**32.1** No employee shall be disciplined but for just cause.

**32.2** Types of Disciplinary Action: The type of disciplinary action taken will vary with the severity of the situation and may include the following measures: Oral or Written Reprimand, Suspension, Discharge.

**32.3** Representation: The Union shall have the right to be present at all meetings, hearings, and discussions when management issues or intends to issue discipline to any unit member.

**32.4** Notification of Action: The Union shall be notified within three (3) days of the issuance of a written reprimand or of the suspension or discharge of an employee.

**32.5** Disciplinary Records: All records of disciplinary action shall be removed from the personnel file after three (3) years, provided no other disciplinary action has occurred in the three (3) year period following the issuance of the last action.

**ARTICLE 33**  
**GRIEVANCE PROCEDURE**

**33.1** Definition: A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement which allegedly has or have been violated, the date of the alleged violation, and the specific relief sought.

**33.2** Grievance Procedure: Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

**33.3** Processing the Grievance: Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must attempt to informally resolve the matter with the appropriate Supervisor. The Supervisor has the responsibility to attempt to resolve the employee's grievance if the Supervisor has authority to do so.

Step 1: Any grievance shall be filed by the Employee and/or the Union, in writing, with the Director of Public Works within ten (10) work days of the alleged grievable occurrence or date on which the Employee and/or the Union should have known of the alleged grievable occurrence. The Director of Public Works shall decide the grievance based upon the information supplied and any further information the Director of Public Works may request. The Director of Public Works shall render a decision, in writing, within ten (10) work days from the date the grievance was filed with the Director of Public Works.

Step 2: If the aggrieved Employee and/or Union is not satisfied with the decision of the Director of Public Works or if no decision has been rendered within the ten (10) work day period as defined above, said Employee and/or Union may appeal the grievance, in writing, to the Town Manager within ten (10) work days of the receipt of the Director

of Public Works' decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved Employee and/or the Union sets forth the specific reasons for such appeal and the terms and conditions of this contract and the specific areas which the Employee and/or the Union feel have been violated, as was presented to the Director of Public Works. The Town Manager or designee shall hold an administrative hearing concerning the grievance within ten (10) work days of receipt of the aggrieved Employee's and/or the Union's appeal. The Town Manager shall decide the grievance based upon the information supplied and any further information the Town Manager may request during or subsequent to the hearing. The Town Manager shall render a decision, in writing, within ten (10) work days from the close of the hearing.

Step 3: If the grievance has not been resolved to the satisfaction of the aggrieved employee and/or the Union after receiving the Town Manager's response, the Union may, by giving written notice to the Town Manager within ten (10) workdays after receiving the Town Manager's response, submit the grievance to Arbitration.

Step 4: In the event that the Union elects to proceed to Arbitration, the Town Manager and the Union will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the grievance shall be referred to the Public Employee Labor Relations Board by the Union no later than twenty (20) days after the receipt of said notice of submission to Arbitration. In such event, the Arbitrator shall be selected in accordance with the procedures of the Public Employee Labor Relations Board.

The arbitrator shall not have power to add to, ignore or modify any of the terms and/or conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this

Agreement. The arbitrator's judgment shall not substitute for that of the parties in the exercise of rights granted or retained by this Agreement.

The Arbitrator shall furnish a written opinion within (30) days specifying the reasons for the decision. The decision of the Arbitrator, if within the scope of authority and power within this Agreement, shall be final and binding upon the Union, the Town, and the aggrieved employee who initiated the grievance. The fees and expenses of the Arbitrator shall be paid equally by the Town and the Union.

**33.4** Time Limit: If said grievance is not processed within the time limits imposed on the Union, it will be considered to be dismissed and no further action will be taken.

**33.5** Waiver of Time Limitation: All time limits referred to in this section may be extended or waived upon mutual agreement of both the Town and the Union.

#### **ARTICLE 34** **HEALTH INSURANCE PROGRAM**

**34.1** Since January 1, 1989, the Town has provided a flexible benefit program to qualifying employees with various options available (qualifying employees are those employees who are permanent employees working over 20 hours per week).

**34.2** New employees will be eligible for health insurance coverage the first day of the month following the completion of thirty (30) days employment. The type of coverage the Town will provide is the Blue Cross/Blue Shield \$200 Comprehensive Plan 10/20/45, Blue Choice 3 Tier 10/20/45, and Matthew Thornton Blue 10/20/45, or the substantial equivalent of these plans.

**34.3** New employees will be eligible for participation in the flexible benefits plan the first day of the month following the completion of thirty (30) days employment. Other benefit options will be available to them at that time.

**34.4** Prior to July 1, the beginning of the new flexible benefits plan year, all employees will have the opportunity to select their benefit options from those available for the next 12 month period. Options available include, but are not limited to:

- a. Health Insurance for employees and their families;
- b. Life Insurance, Accidental Death, Dismemberment and Loss of Sight;
- c. Short-Term Disability Coverage;
- d. Long-Term Disability Insurance;
- e. Dental care coverage;
- f. Supplemental Health and Hospital Insurance;
- g. Employees Reimbursement Account options of setting aside tax-free funds to be applied to 1) specific medical/dental expenditures not covered by medical or dental insurance; or 2) dependent care. Funds set aside must be used in the course of the plan year.

It must be noted that various options for each of the above are available to employees depending on the particular needs of the employee.

**34.5** Beginning July 1, 2008, each employee will cost share health insurance coverage according to the following formula:

- a. Employees with a gross salary of less than \$45,000.00 will contribute 10% of the medical insurance premium.
- b. Employees with a gross base salary of between \$45,001.00 to \$55,000 will contribute 12% of the medical insurance premium.
- c. Employees with a gross base salary of more than \$55,000 will contribute 15% of the medical insurance premium.

**34.6** Provided that in no case shall the employee's cost share called for under this Article result in an employee's base pay being less than the base pay in the previous fiscal year.

**34.7** The Town will fund medical insurance by crediting the flex benefit account of each eligible employee with an amount equal to the Town's proportionate share (net of the employee's cost share) calculated on the cost of the Blue Cross/Blue Shield Blue Choice Three Tier 10/20/45 and further determined by family status/eligibility. The Town will continue to fund the employees flex benefit program consistent with the current practice.

**34.8** The Town shall provide a life insurance plan for each employee in the amount of the employee's annual salary. Optional Life Insurance purchased shall be on an after tax basis.

**34.9** Employees should read their policy contracts carefully to become familiar with the existing benefit, conditions, restrictions, and exclusions of the agreement.

**34.10 Commencement of Benefits:** At retirement an employee between the ages of sixty-two (62) and sixty-five (65) with twenty-five (25) years of service will receive individual Blue Cross-Blue Shield coverage paid by the Town on the following schedule:

- a. Effective July 1, 1995, Blue Cross Blue Shield individual medical insurance coverage for retirees between the ages of sixty-two (62) and sixty-five (65) with twenty-five (25) years of service will be cost shared by the retiree by fifty percent (50%). On July 1, 1998, this same benefit will be further cost shared by an additional twenty-five percent (25%) of the cost paid by the retiree of seventy-five percent (75%), with twenty-five percent (25%) of the cost to be paid by the Town; and, on July 1, 2000, this benefit will be eliminated and no longer offered as a benefit to any retiree.
- b. At age sixty-five (65), the Town will pay the Blue Cross-Blue Shield coverage over and above this medical coverage on the following schedule:
- c. Effective July 1, 1995, Blue Cross-Blue Shield coverage over and above the retiree's Medicare coverage will be cost shared by the retiree by fifty percent (50%), with the Town paying fifty percent (50%); on July 1, 1998, this same benefit will be further cost shared by an additional twenty-five percent (25%) of the cost paid by the Town; and, on July 1, 2000, this benefit will be eliminated and no longer offered as a benefit to any retiree.
- d. Effective July 1, 1994, anyone employed by the Town for twenty-five (25) years or more, or currently retired, shall be grand-fathered under this provision and will be eligible for benefits as follows: At retirement, an employee between the ages of

sixty-two (62) and sixty-five (65) with twenty-five (25) years of service will receive individual Blue Cross/Blue Shield coverage paid by the Town.

**34.11** Employees who retire with vested rights in the New Hampshire Retirement System but do not qualify under the above terms for Town's paid medical insurance will be allowed to remain on the Town's group Blue Cross/Blue Shield insurance plan at their own expense.

**34.12** Employees hired prior to July 1, 2008 who are eligible for the flexible benefit plan but who, as of July 1, 2011, elect to not take health insurance may receive 40% of the cost of the coverage for which they are eligible to a maximum of \$6504.00 and to a maximum of \$2500.00 for employees hired subsequent to July 1, 2008. Notwithstanding, employees who were hired prior to July 1, 2008 who are eligible for flex benefits and opt out after July 1, 2011 shall receive 40% of the cost of the coverage for which they are eligible to a maximum of \$5000.00. Employees opting out must provide proof of health insurance coverage from other sources.

**34.13** Employees who are eligible for the flexible benefit plan but who elect to take less health insurance coverage than they are eligible for may receive 40% of the cost difference between that coverage and their eligibility coverage to a maximum of \$6504.00 and to a maximum of \$2500.00 for employees hired subsequent to July 1, 2008. Notwithstanding, employees who were hired prior to July 1, 2008 who are eligible for flex benefits and opt down after July 1, 2011 shall receive 40% of the cost difference between that coverage and their eligibility coverage to a maximum of \$5000.00.

### **ARTICLE 35** **RETIREMENT**

The Town shall continue to make the appropriate contributions to the New Hampshire State Retirement System in accordance with the applicable statutes for all bargaining unit employees. Also, employees shall be eligible to participate in any private retirement system the Town offers.

**ARTICLE 36**  
**CLOTHING ALLOWANCE**

**36.1** The Town agrees to provide a reimbursement of up to five hundred dollars (\$500.00) for each employee and seven hundred dollars (\$700.00) for the mechanics, Stock Room Clerk and Water Reclamation Employees to purchase work clothing. The Town reserves the right to determine what clothing is to be worn. Clothing Guidelines of those items which may be purchased and where such clothing is purchased shall be posted.

- a. Cleaning is optional and will be deducted from the employee's allowance.
- b. The Town will reimburse employees a maximum of \$120 for safety toe boots or other foot protection in addition to the clothing allowance. Other foot protection may be approved at the sole discretion of the Director of Public Works in lieu of safety toe boots, provided they serve the same purpose and are acceptable for the type of work.
- c. In cases where an employee has exhausted their clothing allowance and requires some of their clothing to be replaced, it should be reported to the Director of Public Works who will review the situation and make a final decision.
- d. Safety Equipment shall be provided for each employee and is not considered part of their individual clothing allowance.
- e. The Town agrees that a working washing machine, dryer and soap will be provided at no charge to the employees at the Waste Water Treatment Plant.
- f. The employees agree that work clothing will be kept in clean and neat fashion so as to project the most favorable image of professionalism of the Public Works Department.
- g. The Town agrees that any item of personal clothing damaged or destroyed as a result of a job-related activity by the employee will be repaired or replaced at the expense of the Town. This provision includes, but is not restricted to such items as glasses, contacts, watches, footwear, and clothing.

**ARTICLE 37**  
**AUTO ALLOWANCE**

**37.1** The Town may make a town vehicle available to employees to attend schools, seminars, or conferences that have been approved for attendance.

**37.2** The Town agrees that employees required to use their private vehicles for department business or for attendance at schools, seminars, or conferences shall be compensated at the federal rate per mile.

**ARTICLE 38**  
**AMBULANCE SERVICE**

**38.1** Any employee or dependent will receive ambulance service within the Hanover Fire Department service area provided by the Hanover Fire Department.

**38.2** The Town will pay for all uncovered costs, including the deductible.

**ARTICLE 39**  
**PERSONNEL RECORDS**

**39.1** The Town Manager or the Manager's designated representative shall be responsible for the maintenance of personnel records for each employee, including the original application for employment, the results of all tests and examinations taken to demonstrate qualifications, history of attendance and leave records, commendations, records of disciplinary actions, training records and any other records pertinent to the employees service.

**39.2** All personnel records shall be maintained at the Town Manager's office on a current basis for each employee and shall not be disposed of within the lifetime of the employee, except as provided for in the disciplinary section of this contract.

**39.3** Any employee upon request to the Director of Public Works may arrange to see any of the employee's personnel records.

**39.4** The Director of Public Works shall be responsible for initiating all personnel record changes pertaining to changes in classification, step increases, appointment, completion of initial evaluation period, dismissal, suspension, transfer or promotion.

**39.5** Changes indicating changes in address, name, telephone number, marital status, dependents, etc. shall be submitted to the Department Head in writing within two (2) weeks of said change or proposal. The Director of Public Works will then process the changes as indicated above.

**39.6** The employee shall be responsible for maintaining a Commercial Drivers License (CDL) or any other license required for job performance. The Town shall be responsible for the cost and renewal of such licenses. The Town will pay for a four-year license renewal if the position requires a CDL License. In addition, the employee will be allowed to take a maximum of two hours with pay to renew the CDL License.

**39.7** Significant changes, such as intent to retire, shall be submitted to the Department Head no less than ninety (90) days prior to the proposed retirement date.

#### **ARTICLE 40** **SMOKING POLICY**

**40.1** The U.S. Surgeon General has named smoking “Public Health Enemy #1” in light of its role as the leading cause of premature death and disability in our country. Research has shown that non-smokers with chronic heart or lung disease can experience severe distress when exposed to sufficient concentrations of second-hand smoke. Many allergic individuals and even the majority of healthy non-smokers report discomfort when exposed to second-hand smoke on the job. Furthermore, recent medical studies indicate that long-term exposure to involuntary smoking may increase non-smokers’ risks of developing severe lung disease.

**40.2** The Town of Hanover is committed to providing a safe, healthy, comfortable and productive work environment for our employees. This goal can be achieved only through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking.

**40.3** In order to maintain the integrity of our non-smoking environment, there shall be no smoking of any type within the confines of the buildings or in Town vehicles.

**ARTICLE 41**  
**SAFETY AND HEALTH**

**41.1** The Town agrees to provide safe and healthy working conditions in the Department in order to eliminate to the extent possible, accidents, deaths, injuries and illness.

**41.2** The Union agrees that its members shall comply with the Town's rules and regulations relating to safety.

**ARTICLE 42**  
**SAFETY EQUIPMENT AND CLOTHING**

**42.1** The Town shall furnish, at no cost to the employee, and the employee shall thereafter maintain in good condition, all hard hats, gloves, safety vest, chaps, wet weather gear, rubber boots, chain saw helmets, ear protection, eye protection and any other safety equipment or clothing necessary to persevere and protect the safety and health of the employee.

**42.2** Individual items may be replaced on an as-needed basis, by approval of the Director of Public Works.

**ARTICLE 43**  
**MISCELLANEOUS**

**43.1** Payday: Payday shall be each Thursday. Checks shall be made available by 8:30 a.m. or as soon as possible thereafter. With the approval of the Director of Public Works or the Department Head, an employee may obtain his paycheck on Wednesday. The Town will make direct deposits of employee's checks available to banks specified by the employee.

**43.2** Residency: There shall be no residency requirements for any bargaining unit employee.

**43.3** Overtime - Paid Leaves: All paid leave shall be considered hours worked for the purpose of overtime computation.

**43.4 Printing and Supplies:** The employer will allow the union a reasonable amount of time to use the town copying machine and town computers provided that the use of such equipment does not interfere with the operation of town business. The union shall be allowed to make up to 150 copies with no charge. Copies made beyond the 150 shall be charged to the union at the appropriate rate in accordance with the Town's fee schedule. The Town shall provide a copy of the newly executed collective bargaining agreement to all members of the bargaining unit and all newly hired employees.

**43.5 Direct Deposit of Paychecks:** The Town will make direct deposits of employees paychecks available to banks specified by the employee.

**43.6 Definitions:**

**Employee --** Whenever used in this Agreement, the word "Employee(s)" shall refer only to a person(s) actively and regularly engaged in the Town's work or enrolled on the regular payroll of the Town.

**Base Rate of Pay --** The regular hourly rate of pay shall be the salary of a regular work week of the employee divided by 40.

**Meal Periods --** During any eight (8) hour work period, employees shall be allowed a one-half hour unpaid meal period and one (1) paid twenty (20) minute break.

**Promotion --** The change of an employee from a position in one classification level to a classification level which provides a higher maximum rate of pay.

**Transfer --** The change of an employee from a position in a class in one department to another position in the same class in another department.

**ARTICLE 44**  
**DURATION**

The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and effect until midnight June 30, 2014.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**TOWN OF HANOVER**

**AFSCME, COUNCIL 93, LOCAL 1348**

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## APPENDIX A

### AFSCME Town of Hanover Position/Grade Analysis

DEPT	POSITION	GRADE
BM/2	Building Maintenance Technician	9
BM/3	Head Custodian	8
BM/4	Custodian	7
FM/3	Mechanic	12
FM/2	Senior Mechanic	14
FM/4	Stock Room clerk/Mechanic Assistant	9
FM/6	Fleet Shop Foreman	15
GM/2	Arborist	12
GM/4	Ground Crew Leader	9
HWY/3	Equipment Operator/Highway Maintenance Worker	10
HWY/6	Highway Operations Supervisor	15
HWY/4	Light Equipment Operator/Highway maintenance Worker	9
PW/4	Inventory Control/Data entry Clerk	11
SM/2	Sewer maintenance and Construction Supervisor	12
SM/3	Sewer maintenance and Construction Worker	10
WWT/3	Assistant Water and Water Reclamation Treatment Supervisor	15
WWT/2	Laboratory Technician	14
WWT/5	Water and Water Reclamation Treatment Assistant	9
WWT/4	Water Reclamation Treatment Technician	10
WD/4	Water Distribution Assistant Supervisor	12
WD/2	Water Distribution Worker	10

**APPENDIX B**

**Salary Schedule Listing  
FY2012-2014**

**APPENDIX C**  
**Town of Hanover Sick Leave Donation Policy**

**Section 1: Purpose**

- 1.1 The purpose of this policy is to establish a sick leave donation program to provide benefits eligible employees and non-probationary employees with a more extensive sick leave plan to use in the event of a non-occupational catastrophic personal or immediate family illness, injury, or temporary disability. Catastrophic illness or injury is defined as an illness or injury that requires a leave of absence from work that is anticipated for at least 10 days.

**Section 2: Definition**

- 2.1 Immediate family is father, mother, spouse, son, daughter, ward, or person domiciled within the living unit.

**Section 3: Eligibility**

- 3.1 An employee requesting a donation of sick leave hours must (a) be eligible to accrue sick, vacation, or earned time, (b) have completed six (6) consecutive months of employment and successfully passed their probationary period, (c) have an absence due to a non-occupational, personal or immediate family illness or disability for which they have medical documentation (medical documentation must be provided at the time donations are requested and at anytime thereafter as required), and (d) have exhausted all sick leave and other all other accrued and annual leave hours. Forms for Sick Leave Donation (Receiver) are available from Human Resources.

**Section 4: Administration of Donated Sick Leave Program**

- 4.1 An employee may request the donation of sick leave within their department, within the same collective bargaining unit, **and Town wide**. Exempt and non-union employees may request the donation from non-union employees, exempt employees, employees within their department, **and Town wide**. The employee must meet all requirements of eligibility as listed in Section 3.
- 4.2 An employee requesting the donation of sick leave must first submit a written request to the Human Resources Department including (a) a current medical statement with a diagnosis of the personal or immediate family member's illness and (b) an expected return date to work. If an employee is physically or mentally unable to make a request for sick leave donation, a family member or designee may file the request, with proper documentation, on the employee's behalf. At the time of the request, a Donated Sick Leave Review Committee will be formed, and will include 1 person from the Human Resources Dept., 1 non-union Town employee, and 1 union employee outside of the requesting employee's department. A representative from the requesting employee's department shall be allowed to serve in a non-voting advisory capacity to the Committee.
- 4.3 An employee wishing to donate sick leave or other accrued leave to another employee must submit the donation of leave in writing to the Human Resources Department specifying how many days of sick leave they wish to donate and to whom they wish to donate this time. An employee can donate sick leave or other accrued leave in increments of full work day(s)

only. Days are equivalent to the donor's normal work day (ex. 7 hrs., 8 hrs., 10 hrs., 14 hrs., or part time daily hrs.). Forms for Sick Leave Donation (Donor) are available from Human Resources.

- 4.4 An employee donating leave days cannot donate an amount which will cause the donating employee's accumulated leave accrual balance to fall below the equivalent of 2 full work weeks.
- 4.5 An employee's donated day will be computed based on a day for day basis (donor day will be equal to the same value).
- 4.6 The Accounting Dept. will reduce the accrued donated leave from the donor(s) on an as needed basis so that the accrued donations can be tracked and not taken from the donor until it has been used by the requesting employee. Therefore, only days that are used by the requestor will be subtracted from the appropriate accrued leave of the donor.
- 4.7 The role of the Town is to facilitate the administration of the sick leave donation program, not to encourage or discourage participation in the program, nor disseminate information about those employees in need of donations of time. The donation of sick or other accrued leave to an employee eligible to receive donated sick leave is completely voluntary by each employee and is up to his/her discretion whether to donate. A donor can choose to remain anonymous to the requester. No employee shall threaten, coerce, or attempt to threaten or coerce another employee for the purpose of interfering with rights involving leave donation, receipt of leave donation, or the use of donated leave.
- 4.8 Donated sick leave days do not count toward minimum usage requirements, **nor will denotations of sick leave be counted against the donor to affect the additional vacation day earned if sick time** is not used during that four month period. Donations may be made to more than one person.
- 4.9 **Use of donated sick leave.** An employee receiving donated sick leave will not accrue vacation/sick/personal, or earned time for time paid to the employee with sick leave donated from others.
- 4.10 **Termination of Leave.** An employee's use of donated sick leave ends when one or more of the following occur: the employee returns to work; the medical documentation for the employee or immediate family member releases the employee to return to work; when the employee is eligible to apply for long term disability benefits, or if the Town of Hanover is not in control of issuing payroll checks, the employee terminates employment; or there are no more donations to the employee.
- 4.11 If an employee was granted donated leave and it was found the employee received such leave on the basis of misstated, erroneous, or false statements, the employee will be required to reimburse the donated leave and will be subject to disciplinary action.