AN AGREEMENT

Between

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC. SEIU LOCAL 1984

and

TOWN OF MEREDITH

Public Works Department
and
Water and Sewer Department

2015-2017

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ARTICLE 1:
RECOGNITION

1.1 This Agreement is entered into between the Town of Meredith, hereinafter referred to as the "**Town**" and the State Employees' Association of New Hampshire, Inc., Service Employees International Union, Local 1984, herein after referred to as the "**Union**". For the purposes of administration, this Agreement shall pertain to all permanent Employees of the Town in the following job titles:

Public Works Department	Water & Sewer Department
Public Works Operations Manager	Water & Sewer Crew Chief
Public Works Administrative Assistant	Water & Sewer Operator Water
Public Works Office Clerk	& Sewer Clerk
Buildings & Grounds Crew Chief	
Laborer	
Mechanic Crew Chief	
Mechanic	
Drainage Crew Chief	
Heavy equipment Operator	
Maintenance II	
Maintenance III	
Maintenance IV	
Solid Waster Coordinator	
Solid Waste Attendant	
Cemetery Laborer	
Cemetery Sexton	

1.2 **Union Exclusive Agent.** The Town recognizes the State Employees' Association of New Hampshire, Inc. SEIU, Local 1984 as the exclusive bargaining agent and representative of the bargaining unit and the Town and the Union agree to be bound by the provisions of New Hampshire Revised Statutes Annotated Chapter 273-A, as amended, and the Administrative Regulations of the Public Employees' Labor Relations Board, as amended.

1.3 The Town shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit.

1.4 Nothing in this section shall prevent the Town from discussing matters of mutual concern with the employees covered by this Collective Bargaining Unit.

1.5 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and Federal law.

ARTICLE 2:
EMPLOYEE AND UNION RIGHTS

2.1 **Bulletin Boards.** The Town shall provide four (4) bulletin boards in non-public work areas for the exclusive use of the Union in communicating with Employees in the bargaining unit. The Union will not post notices that are offensive, demeaning or slanderous upon such bulletin boards. The bulletin boards shall be located in the Public Works Administrative Office lunchroom, Solid Waste lunchroom, Highway lunchroom and Water & Sewer lunchroom.

2.2 The Town shall notify the Union of all newly hired full-time employees.

2.3 The internal business of the Union shall be conducted by employees during their non-duty hours.

2.4 The Union shall be allowed the use of facilities of the Town for meetings after normal business hours provided permission is secured and their use for such meetings would not conflict with the Town's business.

2.5 Staff Representative(s) of the Union shall be allowed to visit work areas of employees during breaks and lunch hours to confer on conditions of employment. Prior to entering the work area, the representative shall receive permission from the appropriate department head.

ARTICLE 3:
MANAGEMENT RIGHTS

Except as expressly provided in this Agreement, the Town retains the right:

1. To direct and determine the scope of operations of all Town departments;
2. To determine the means and methods by which such operations shall be conducted, including but not limited to, the introduction of new equipment and work methods;
3. To determine whether such operations shall be performed by Town personnel or shall be subcontracted to be performed by others;
4. To supervise, manage and control the work force, including, but not limited to, the right to hire, promote, transfer, and assign employees;
5. The right to determine the number of employees in any job title and to create, eliminate, amend and modify job titles, duties and functions;
6. The right to lay off employees due to lack of work or funding, as determined by the Town in its sole discretion;
7. The right to demote, discipline, suspend or discharge employees for just cause;
8. The right to determine hours and schedules of work and the standards of performance for all employees;
9. The right to conduct performance evaluations;

10. The right to take whatever actions the Town deems necessary in what the Town reasonably determines to constitute an emergency situation, where immediate action is necessary to prevent, avoid, or respond to threats to life, property, or the safety and well-being of the Town, its employees, or its residents;
11. The right to exercise all other rights and responsibilities not expressly limited by this Agreement, so as to retain public control of governmental functions, and to maintain control over matters of "managerial policy within the exclusive prerogative of the public employer" within the meaning of RSA 273-A.

ARTICLE 4:
NON DISCRIMINATION

4.1 **No Interference with Employee Rights:** 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 Employee because of lawful Union membership or non-membership activity or status.

4.2 **No Discrimination.** Neither the Town nor the Union shall discriminate against any Employee covered by this Agreement in a manner which would violate any applicable law because of race, creed, color, national origin, age, sex, veteran status, physical or mental disability, marital status, pregnancy or sexual orientation, except as any of these factors may be a bona fide occupational qualification.

4.3. **RSA 354-A and Title VII.** The Town and the Union agree to honor and be bound by the provisions of RSA 354-A and Title VII of the Civil Rights Act of 1964, as amended, with respect to the rights of Employees in the bargaining unit to protection from discrimination in the application of the provisions of this Agreement. All such claims under this section shall be processed through the grievance procedure herein before taking action with any 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.

4.4. **Union Membership Not Required.** 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.

4.5 **Actions Against Non-Members Prohibited.** Neither party to this Agreement shall take any action whatsoever, on nor off the job, against any Employee who chooses to become or not to become a member of the Union. Any such action or activity by either party or any of its members, whether on or off the job, shall be a violation of this Agreement.

ARTICLE 5:
NO STRIKES OR JOB ACTIONS

5.1. **No Job Actions by Union.** During the twin of this Agreement, no Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or the withholding of services or other illegal activity to or against the Town.

5.2. **Union Officers, No Job Actions.** The Union agrees that neither it, nor any of its officers or agents, national, state or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 5.1 above.

5.3. **No Lockout.** The Town agrees that it will not participate in, induce or encourage any lockout against the Union.

ARTICLE 6:
DUES DEDUCTIONS

6.1 **Dues Deduction.** Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made weekly provided, however, that if any Employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that week. Once each month, the town shall send the amount so deducted to the Treasurer of the Union, along with a list of the Employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the town attempt to 'collect fines or assessments for the Union beyond the regular dues.

6.2 **Disputes, Employee-Union, Town held Harmless.** Should there be a dispute between the employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

6.3 **Dues Changes.** The Union agrees to notify the Town in writing one month in advance of any change in the amount of dues to be deducted from Employees.

6.4 **Cost Incurred.** Upon receipt of an invoice, The Union agrees to pay the Town $150 annually for the cost of collection and administration of dues.

ARTICLE 7
UNION REPRESENTATION

7.1 **Stewards Authorized.** The Town agrees to recognize two (2) Stewards who are duly authorized by the Union.

7.2 **Notification to the Town.** The Union shall furnish the names of the Stewards to the Town in writing and shall keep the Town advised of any changes in the individuals so certified.

7.3 **Stewards, Use of Work Time.** The Town shall authorize time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to represent a Union Member at an investigative interview or meeting.

7.4 **Representation of Employees:** An employee shall be entitled to Union representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action.

ARTICLE 8
HEALTH AND SAFETY

8.1 **Safe Working Conditions:** It is mutually agreed that the prevention of accidents and injuries to employees will result in greater efficiency of operations of Town government. Toward this end, the Town shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Union shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.

8.2. **Safety and Health Regulations:** The Town shall have the right to make regulations for the safety and health of its Employees during their hours of employment. Employees shall comply with all safety, rules and regulations established by the Town.

8.3. **Safety Devices:** The Town shall provide to Employees all necessary safety equipment and clothing as is necessary to perform their jobs in a safe manner. The Town shall also provide necessary protective clothing as it determines is required for the job task performed.

8.4. **Safety Devices:** Must be used. Proper safety devices shall be provided by the Town for all Employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended. Employees who fail to use safety devices shall be subject to discipline.

ARTICLE 9
WORK RULES

9.1. **Work Rules and Safety Regulations.** The Town may prepare, issue and enforce work rules and safety regulations necessary for safe, orderly and efficient operations.

9.2. **Drug and Alcohol Rules and Testing.** The Town may prepare, issue and enforce Comprehensive drug and alcohol rules and testing protocols for those employees required to hold a CDL.

ARTICLE 10
PROBATIONARY PERIOD

10.1 **Probationary Period.** All newly hired employees shall be subject to a probationary period as described in the Town Personnel Policy.

ARTICLE 11
TEMPORARY SERVICE OUT-OF-RANK

11.1 **Temporary Service Out-of-Rank.** Any Employee who is directed by his/her supervisor to work in a position or job classification higher than the Employee's own classification shall be paid at the first step within the higher job classification pay range that is a least five percent (5%) higher than the Employee's normal rate of pay.

11.2 **Pay Period.** The Employee shall receive Temporary Out-of-Service pay when directed as above, for the period of time actually worked in said higher classification.

ARTICLE 12
HOURS OF WORK

12.1 (a) **The regular work week for all unit employees will be forty (40) hours.** The work week shall commence at 12:01 a.m. on Sunday and end at 11:59 p.m. on Saturday. The normal work day, except for those hired with a specific work schedule as a condition of employment, shall consist of five (5) eight (8) hour days, Monday through Sunday. No employee shall be permitted to work more than sixteen consecutive hours within a twenty-four hour period.

(b) **Maximum consecutive work hours.** After sixteen consecutive work hours have been completed by an employee, said employee shall be released from work duty for a period of not less than six hours. After said six-hour minimum release period, an employee may be recalled for additional work duty at the discretion of the department supervisor. Public Works shall be exempt according to the U.S. Department of Transportation Federal Motor Carrier Safety Regulations.

12.2 **Meal Period.** Each Employee shall have an unpaid meal period of not less than one half hour nor more than one hour.

12.3 **Rest Periods.** Each Employee shall have two paid fifteen minute rest periods during the work day. The first rest period shall be taken, insofar as practicable, at about the midpoint of the morning between the commencement of work and the Employees meal period. The second rest period shall be taken, insofar as practicable, at about the midpoint of the afternoon between the conclusion of the one half hour meal period and the end of the normal work day.

12.4 **Public Works, Solid Waste Division Regular Hours of Work.** The Solid Waste Division shall have the following regular hours of work:
Thursday through Tuesday 7:00 am - 3:30 pm
Wednesday 6:00 am - 2:30 pm

12.5 **Public Works; Highway, Buildings and Grounds and Cemetery Division(s).** The Employees employed in the Highway, Buildings and Grounds and Cemetery Division(s) shall have the following regular hours of work;
Monday through Friday - Winter 7:00 am - 3:30 pm
Monday through Friday - Summer 6:00 am - 2:30 pm

12.6 **Public Works, Office Hours.** The Employees employed in the Public Works Office shall have the following regular hours of work:
Monday through Friday - 8:00 am - 5:00 pm - One hour lunch
Monday through Friday - 8:00 am - 4:30 pm - One half hour lunch

12.7 **Water & Sewer Department.** The Employees employed in the Water & Sewer Department shall have the following regular hours of work:
Monday through Friday - 7 a.m. -3:30 pm

Notwithstanding the foregoing schedule, employees shall work the following work schedule on a rotating basis:
Monday through Thursday - 7 a.m. - 3:30 pm
Saturday - 4 Hours; Sunday - 4 hours

12.8 **Schedules:** Work schedules will continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Town will post and provide one (1) month notice to the Union of any proposed schedule change, and upon request, shall meet with the Union prior to the scheduled date of implementation. The parties agree that the final step in the grievance procedure in relation to schedule changes shall be to the Board of Selectmen.

ARTICLE 13
WAGES & SALARIES

13.1 Effective on the date of this agreement, bargaining unit employees will be placed on the Town of Meredith Employee Wage Schedule (herein identified as Appendix A) commensurate with their years of service as outlined in Attachment #1.

13.2 Should at any time the Board of Selectmen implement a general cost of living increase and/or general merit increase for those non-represented Town employees covered by the Town Personnel Manual, the same cost of living increase and/or merit increase shall be given to bargaining unit members.

13.3 New employees may be hired at any step within their salary range, allowing for previous experience to be taken into account. An employee shall be eligible to proceed through the steps of their salary range as follows: (Subject to 13.1, only after January 1, 2012)

(a) Upon completion of each anniversary year of employment, an employee shall be eligible for a step increase, provided a satisfactory performance evaluation has been given for the previous year.

(b) Any employee denied an annual increment will be advised at least sixty (60) days prior to the anniversary date of employment and provided with the reasons for such action. The employee may grieve the decision under the grievance procedure set forth in this agreement.

13.4 Upon completion of five (5) years of service with the Town (including any probationary period), an employee shall be entitled annually to One Hundred and Fifty Dollars ($150.00) longevity pay; upon completion of ten (10) years of such service, an employee shall be entitled annually to. Three Hundred Dollars ($300.00) longevity pay; upon completion of fifteen (15) years of such service, an employee shall be entitled annually to Four Hundred and Forty Dollars ($440.00) longevity pay; upon completion of twenty (20) years of such service, an employee shall be entitled annually to Six Hundred Dollars ($600.00) longevity pay; upon completion of twenty five (25) years of service, an employee shall be entitled to One Thousand Dollars ($1000.00) longevity pay.

Entitlement commences in the calendar year in which the required service is completed and is continuous until the calendar year in which the individual qualifies for a higher entitlement or terminates his/her service with the town.
Longevity pay will be paid on the first pay period in the month following the month of the employee's anniversary date.

ARTICLE 14
JOB DESCRIPTIONS

The job descriptions for each of the classifications covered by the Collective Bargaining Agreement shall be attached hereto as Appendix A.

ARTICLE 15
OVERTIME

15.1 **Overtime.** Overtime is work performed, upon direction of Supervisory staff, in excess of forty (40) hours in one work-week. Credit shall be given for all time paid but not worked during the workweek. Overtime shall be paid at one and one-half times the Employee's regular rate of pay.

15.2. **No Offset of Overtime.** No Employee shall be relieved of duty during his/her regular hours of work in order to compensate for or offset overtime hours worked outside of the Employee's regular work shift.

15.3 **Distribution of Overtime.** To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job to be accomplished during overtime.

15.4. **Payment of Overtime.** Payment for all overtime worked shall be made in the Employee's regular paycheck for the pay period in which the overtime was worked. Payment for overtime worked on the last day of a pay period may be included in the following week's paycheck.

15.5. **Call Back.** Any Employee called back to work after having left the work premises, or called back to work on a scheduled day off, shall be guaranteed a minimum of not less than two (2) hours pay — if the employee exceeds 40 hours in the workweek due to the callback then the hours shall be computed as overtime, consistent with Section 1.

15.6 Water and sewer operators subject to recall through on-call status shall receive three hours pay for the week that they are assigned to be on call. Any call outs shall be compensated as described in Section 5.

ARTICLE 16
HOLIDAYS

The following holidays are observed by the Town Meredith:

New Year's Day	January 1st
Civil Rights Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25th

16.1 Holidays are observed on the dates specified by the laws of the State of New Hampshire. Employees who are absent, without approval, on workdays directly preceding or following a holiday will not be paid for the holiday.

16.2 Holidays may be exchanged in accordance with Administrative Regulation #6.

16.3 Holidays falling on a Sunday will be observed on the following Monday; Holidays falling on a Saturday will be observed on the preceding Friday. An employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given another scheduled work day off with pay or an additional day's pay at his/her regular rate of pay if funds are available.

16.4 Full-time employees who do not work on holidays will be paid for the holiday at the regular straight time rate (except those absent without pay on authorized leave of absence). Regular straight holiday time paid for holidays shall be considered actual time worked and shall be figured into overtime pay. Employees who work on holidays will be paid for the holidays, and time and one-half for hours worked, but in no case will such employees be credited with less than two (2) hours of pay at the time and one half rate.

ARTICLE 17
HEALTH & DENTAL INSURANCE

17.1 The Town provides HMO Health Insurance coverage at no cost to the regular full-time employees and regular part-time employees working 30 hours or more. Coverage for dependents are available with a cost share of 15% of the premium by the employee. The cost share for dependent coverage shall be 15% of the cost of the HMO plan after the single employee share of the plan is paid by the employer, (15% cost share of the HMO will be applied to the remaining cost). The employee will pay any additional costs of the PPO plan. The Town may participate in a Health Reimbursement Arrangement (HRA), whereby the Town will contract with a firm to provide health insurance plans that contain a deductible, in excess of regular plan deductibles and co-pays, in an attempt to self-fund a portion of the total cost of health insurance. Any deductible associated with the HRA will be paid by the Town.

17.2 The Town offers an Opt-Out benefit for employees who have health insurance coverage through another means. The Opt-Out amount of $2,500 annually will be payable on a weekly basis ($48.08) as long as the employee is employed and does not partake in health insurance coverage through the Town. The Employee must provide proof of alternative health coverage.

17.3 The Town reserves the right to change insurance carriers provided the level of benefit is similar to the plan provided on the date of signing of this agreement.

17.4 The Town provides all regular full-time and regular part-time employees working 30 hours or more with dental -insurance coverage at no cost to the employee. Coverage for dependents is also available at the employee's expense.

17.5 After such date as determined by the Board of Selectmen, all newly hired Town employees, including newly hired employees in this bargaining unit, will pay 25% of the total cost of the health insurance plan and dental insurance plan selected — Section 1 and 4 will not apply to said employees.

ARTICLE 18
LIFE INSURANCE

18.1 The Town agrees to provide life insurance coverage in the amount of twenty thousand dollars ($20,000) for each full-time employee until age 65, which then reduces to thirteen thousand ($13,000) until age 70, when then reduces to ten thousand dollars ($10,000). Coverage begins on the first day of the month following appointment or as soon as can be added to the Town's policy.

ARTICLE 19
WORKER'S COMPENSATION INSURANCE

19.1 The Town of Meredith provides insurance to compensate employees for occupational injuries or illness pursuant to the provisions of RSA 281-A, the New Hampshire Worker's Compensation Law. This insurance coverage protects employees from a loss of income and pays medical expenses, resulting from a workplace accident or injury.

ARTICLE 20
VACATIONS

20.1 Regular full-time Employees are eligible for paid vacation. Regular part-time (30 hour) employees are eligible for pro-rated paid vacation. Temporary or seasonal employees are not entitled to paid vacation time. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. No part of an employee's scheduled vacation may be converted to sick leave. If illness or injury occurs during a vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

20.2 Vacation leave shall be accrued at the following rates for full-time employees beginning with their first full month of employment:

Years of Employment	Monthly Accrual (hours)	Annual Accrual (days)
Less than five (5)	8	12
5 or more but less than 10	10	15
10 or more but less than 15	12	18

Probationary employees may not take vacation time unless approved by the Town Manager.

20.3 Vacation leave shall be used at the rate of eight hours of paid leave for each normal workday for which the employee is absent. Vacation leave may be used in increments as desired by the employee and approved by their supervisor. Vacation leave may not be

used in advance of accrual. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared at, and during the time requested, subject to the approval of the supervisor.

20.4 Employees shall submit their vacation requests as early as possible in the calendar year, and in any case, at least two weeks before a requested starting date. In cases where too many requests are made for a particular time for all to be approved, employees with the earliest request with sufficient accrued vacation leave shall be given preference.

20.5 An eligible employee who resigns, is discharged or retires will promptly thereafter receive the unused vacation allowance to which they may then be entitled. In the case of eligible employees who die, a vacation pay allowance will be made accordingly.

20.6 All paid vacation leave may accumulate up to a maximum of two hundred and forty (240) hours of such leave and carried into the next year. Any earned vacation in excess of 240 hours that is unused at the end of the calendar year shall be forfeited.

ARTICLE 21
SICK LEAVE

21.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours per month, of service to the' Town, to .an annual total of twelve (12) days each calendar year. Regular part-time employees (30 Hours) shall accrue sick leave on a pro-rated basis.

21.2 Unused sick days may accumulate from year to year, but shall not exceed four hundred and eighty (480) hours. Any earned sick days in excess of 480 hours that are unused at the end of the year shall be forfeited.

21.3 Three (3) days of sick leave may be traded for one (1) vacation day to a maximum of five (5) vacation days per year (only after a bank of ten (10) sick days have been retained.

21.4 Upon termination from employment for any reason other than dismissal for just cause, an employee shall receive payment in a sum equal to one-third (1/3) the remaining earned sick leave days.

21.5 An employee may utilize his/her sick leave for the following purposes:
(a) Personal illness.
(b) Serious illness of the immediate family where the employee's attendance is required.
(c) Doctor, dental or other health care appointments for the employee or immediate family members for whom the employee is responsible.

21.6 Sick leave shall be charged in no less than one-half hour increments.

21.7 Department Heads or their designees have authority to grant sick leave for the purposes

herein stated. A certifying statement from an examining physician may be required when, for reasonable cause, the Town believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Failure to provide such verification, if requested, may result in loss of pay for the leave taken. Further disciplinary action may also be taken, up to, and including, dismissal.

21.8 The Town reserves the right to require any employee who is ill or disabled and who desires to work to:
(a) Furnish an examining Physician's certification that the employee is able to perform the duties of his/her job, or
(b) To submit to a medical examination by a physician chosen by the Town and at the Town's expense, or both.

21.9 In order to receive pay for sick days, an employee must notify their Department Head, or designee, within one half hour before the normal start of the employee's work day, unless unable to do so.

21.10 Employees who do not report to work due to illness must contact their Supervisor on a daily basis relative to the need for and status of their absence, unless otherwise directed.

21.11 An employee may, at his/her option, participate in the Town Sick Leave Bank (see Administrative Regulation #15). This option is available to new employees upon hire. In addition, there shall be an open enrollment period each calendar year should an employee opt to participate at a later date.

21.12 The Town agrees to, grant FMLA in accordance with existing Town Policy.

ARTICLE 22
MILITARY LEAVE

22.1 The Town will grant leaves of absence without pay to regular full-time employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States.

22.2 An employee in the military reserve will be afforded the required time off to complete his/her training and drill obligations. The employee must present a copy of his/her official order or instructions to the Town Manager. This information will be made a part of his/her permanent personnel record.

22.3 The Town of Meredith will comply with re-employment rights prescribed by law when an employee enlists or is recalled to active Armed Forces Duty, for a time period beyond normal annual training and drill obligations.

22.4 Upon return from military leave of absence, the employee's rate of pay and other benefits will remain the same as if the employee had worked continuously with the Town in the job held when such leave was granted. The employee shall notify the Town Manager of his/her availability to return to work.

22.5 Upon return from military leave of absence, every effort will be made to place the employee in his/her previous position. In the event that the employee's previous position has been filled, he/she will be placed in a position with comparable status, pay and responsibility.

ARTICLE 23
JURY DUTY

23.1 An employee who is summoned and reports for jury duty, as prescribed by applicable law, will be granted paid leave at their regular rate of pay. The employee will submit to the Town the daily jury duty fee paid by the Court or agency (not including travel allowance or reimbursement of expenses or lodging). The Employee must show the jury summons to their Department as soon as notice is received.

23.2 While serving jury duty, the employee shall notify his/her Supervisor on a daily basis of the status. If an employee is excused from jury duty during regular working hours, he/she shall return to work.

ARTICLE 24
BEREAVEMENT LEAVE

24.1 Employees bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following:

24.2 In the event of the death of a member of the employee's immediate family, the employee will be granted up to three (3) days off with pay, one of which shall be the date of the funeral. Immediate family includes spouse, children (natural or adopted), stepchildren, parents, parents-in-law, brothers, sisters, stepparents, stepbrothers, stepsisters, grandparents and grandchildren of the employee.

24.3 Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of the Town Manager. Employees seeking such additional unpaid time off must demonstrate the need for the time off.

24.4 In the event an employee is on paid vacation at the time of the death of the relative, the bereavement leave will not be charged against the employee's vacation credit. Additional vacation days may be granted to compensate for those days used as bereavement leave.

ARTICLE 25
ADMINISTRATIVE LEAVE

25.1 The Town Manager may grant paid administrative leave to employees. Examples could include, but not necessarily be limited to, extreme weather conditions, disaster and days of national mourning or celebration.

ARTICLE 26
PROMOTIONS & JOB POSTINGS

When Management determines that a vacant position in this bargaining unit is to be filled, the following procedures shall apply:

26.1 Employees will be notified, via e-mail, as to the title of the open position, the location, salary range, closing date of application, job description and minimum qualifications.

26.2 Applications will be solicited internally for a period of 5 days following said announcement.

26.3 Positions shall be filled by selection from among the qualified applicants who are employees under this agreement. In the event two or more equally qualified applications meet the criteria, seniority will be the basis for appointment.

26.4 If it is determined that there are no qualified internal applicants, then the position may be filled externally.

26.5 The parties agree that the final step of the grievance procedure in relation to this article shall be to the Board of Selectmen.

26.6 Nothing in this article shall prevent Management from soliciting applications simultaneously from internal and external candidates.

ARTICLE 27
LAYOFF & RECALL

27.1 The Town reserves the right to lay off any employee, without discredit to the employee, if circumstances dictate that such layoff is necessary for the public's best interest. Decisions that such layoff is necessary shall be made by the Town Manager.

27.2 In the event a layoff occurs within a pay position group; if skill, qualifications and ability are equal, length of service shall be the determining factor.

27.3 An employee, if qualified therefore, shall be offered a lower paid position if a vacancy in such a position exists. Acceptance of such a position shall in no way prejudice the employee's return to his/her former position, should rehiring take place.

27.4 No employee shall be laid off without at least two weeks' notice.

ARTICLE 28
SENIORITY

28.1 An employee's seniority shall be the length of continuous service from the date of hiring, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service of greater than five (5) working days, seniority shall commence as of the date of last hiring. Should the break in service be due to a reduction in force, prior seniority will be returned upon re-entrance into full time employment.

28.2 Seniority List. The Town shall establish and maintain a seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed in the order of their decreasing seniority according to their date of hire. The list shall also state each employee's job classification and the Department and Division to which the employee is assigned.

28.3 Division Seniority List. The Town shall also establish a Division seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed according to their decreasing seniority within the Division to which they are assigned by classification. Seniority for all work within the Division shall be determined by the Division seniority list.

ARTICLE 29
DISCIPLINE

29.1 The parties agree that the Town shall have the right to discipline employees for just cause, which cause shall not be arbitrary, capricious or discriminatory. An employee may be disciplined by verbal reprimand, written reprimand, suspension or dismissal. In each instance, the disciplinary action taken will be just and in proportion to the seriousness of the violation and will be imposed in a timely manner.

29.2 Where an employee alleges that he/she has been disciplined in violation of clause 29.1, the employee may, within ten (10) working days of the disciplinary action taking place, invoke the grievance procedure as set out in this agreement. The parties agree that the final step of the grievance procedure in relation to verbal and written warnings shall be to the Board of Selectmen. The final step of the grievance procedure in relation to suspension or dismissal shall be Arbitration.

29.3 (a) For the purposes of this Article, there shall be only one official personnel file, the location of which the employee shall be advised.

(b) No document entered into an employee's personnel file without his/her knowledge will be used as grounds for any disciplinary action.

29.4 Where the Town pre-arranges a meeting with an employee for the purpose of discussing impending disciplinary action as per 29.1 hereof, the employee shall be advised in advance in order that the employee may arrange to have a Union representative attend the meeting. The parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed.

29.5 Nothing in this article shall be construed as diminishing the Employee's, or the Town's rights under State or Federal Law for items that arise outside the scope of this agreement.

ARTICLE 30
GRIEVANCE PROCEDURE

30.1 The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees or any provision of the Agreement.

30.2 A grievance is defined as a dispute or difference of opinion raised by an Employee covered by the Agreement, or by the Union or the Town involving the meaning, interpretation or application of the express provisions of the Agreement. A grievance must be in writing and must state the specific provision in this Agreement that has allegedly been violated. Further, the specific relief sought must be indicated by the party raising such grievance.

30.3 The grievance must be filed within ten (10) working days of the alleged violation or of the grievant's first knowledge thereof.

30.4 Grievance Steps:
Step 1 - Immediate Supervisor
Step 2 - Department Head
Step 3 - Town Manager
Step 4 - Board of Selectmen
Step 5 - Arbitration

30.5 Grievances shall, wherever possible, be heard at each step of the grievance procedure within ten (10) working days of receipt by the person involved at that step. A decision shall be rendered in writing to the grievant within ten (10) working days of the close of the hearing. Any appeal of the decision shall be in writing to the next level within ten (10) working days.

30.6 Where a grievance has been referred to Arbitration, a decision shall be rendered in writing by the Arbitrator to the parties and to the grievant within thirty (30) calendar days of the close of the Arbitration Hearing.

30.7 In any case where a decision is not received within the specified time, the grievant may automatically appeal to the next level.

30.8 In any case where a grievant fails to appeal a decision within the specified time, the last decision shall be considered final and the grievance resolved.

30.9 The decision of the Arbitrator shall be binding upon both parties.

30.10 If the Union and the Town are unable to mutually agree upon an Arbitrator, the Union shall ask the New Hampshire Public Employee Labor Relations Board to provide the parties with a list of seven (7) arbitrators. An arbitrator shall be chosen by the Union and the Town alternately striking one name at a time from the list, the last remaining candidate shall be the arbitrator.

30.11 All expenses charged by the arbitrator shall be divided equally between the parties. Each side shall be responsible for the costs of any witnesses it may call.

30.12 In any case where the rights of the Union as opposed to the rights of the Employees are affected, the Union may file a grievance in its own name through any of its agents or officers. A grievance initiated by the Union against the Town shall be filed directly with the Town Manager.

30.13 A Union Staff Representative may substitute for the Steward and vice versa in the various steps of this procedure.

30.14 Either or both parties shall have, upon written notice, one (1) automatic three (3) work day time extension. Said time extension is available once for each side in any single grievance case. Any other time limits may be extended by mutual agreement.

30.15 As used herein, "working day" shall mean Monday through Friday, excluding holidays listed in Article 16.

ARTICLE 31
UNIFORMS, BOOTS AND SAFETY GLASSES

31.1 Uniforms, Boots and Safety Glasses shall be distributed and administered in accordance with Administrative Regulation #27 The parties agree that the Boot Allowance shall be increased to $175.

31.2 The Employer agrees to notify the union of any proposed changes to the existing regulation, and, if requested, will meet and confer with the union prior to implementing any changes.

ARTICLE 32
MISCELLANEOUS

32.1 All rules and regulations of the Town of Meredith and amendments thereto shall be reduced to writing and sent via electronic means to all employees.

32.2 Employees shall be reimbursed for the loss of or damage to, as a result of official duties, any personal property which is not provided by the Town, and which the Employee must provide to do their job, except for insurance reimbursements received by the Employee. Personal motor vehicles used by the Employee must be insured with the insurance coverage and use of the motor vehicle, approved by the Town prior to any use of the personal motor vehicle. Employees shall notify and obtain written approval from the Town for any such personal property they intend to use.

32.3 Any Employee who is required to use their personal vehicle for Town business shall be paid for all miles driven at the rate allowed by the Internal Revenue Service for Federal tax purposes.

32.4 Any employee who is required to travel away from their normal work site on Town business for any purpose shall be reimbursed for any and all reasonable meal, travel and lodging costs associated with such travel, not including mileage which is covered above. Only meals which occur outside the Employee's normal work hours shall be reimbursed, except when the employee is attending a day long program where the meal is not provided.

ARTICLE 33
STABILITY OF AGREEMENT

33.1 In the event that any provision of this agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 34
NOTICES

34.1 Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the President of the SEANH/SEIU Local 1984 with offices in Concord, New Hampshire.

34.2 Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Town Manager with offices in Meredith, New Hampshire.

ARTICLE 35
DURATION AND RE-OPENING

35.1 This agreement shall remain in full force and effect from the date of signing through December 31, 2017.

35.2 Renegotiation of this agreement will be effected by written notification by one party to the other at least one hundred and twenty (120) days prior to the termination of this agreement. Negotiations shall commence within two weeks of receipt of such notice.

In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized officers and representatives, this 19th day of March, 2015.

FOR THE UNION

FIELD REPRESENTATIVE

FOR THE TOWN

Phillip Wheeler IV
Town Manager