TOWN OF NEWPORT &

AFSCME LOCAL 1348 - PUBLIC WORKS

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE

July 1, 20*14*

Through

June 30, 2017

TOWN OF NEWPORT & AFSCME LOCAL 1348 – PUBLIC WORKS COLLECTIVE BARGAINING AGREEMENT

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ARTICLE 1 - RECOGNITION

The Town of Newport, New Hampshire hereby recognizes the American Federation of State, County and Municipal Employees, AFL/CIO - Local 1348 as the sole and exclusive bargaining representatives of full-time employees within the Department of Public Works of the Town of Newport in the positions of working foreman, head mechanic, mechanic, truck driver/equipment operator, laborer, utility technician, and sewage treatment operator.

ARTICLE 2 - AGENCY SHOP

Section 1. Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after the date, shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter.

Section 2. Any employee who is in the bargaining unit and is not a member of the union shall assume full financial responsibility as to the actual costs of processing grievances on their behalf Collection of such fees shall be the sole responsibility of the Union.

Section 3. Each new employee who is hired after the signing of this Agreement may become a member of the Union upon completion of a six (6) month probationary period.

ARTICLE 3 - DUES COLLECTION

The Town agrees to deduct, upon individually written authorization by the employee and approved by the Union President, for the Union, the current authorized dues deduction, and further agrees to send said dues, along with a statement indicating who has paid dues, to the treasurer of Local #1348, AFSCME. Dues deductions are to be made only after written authorization for such deductions from the Union membership having been supplied by the Union.

If any employee has no check coming to them, or if their check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

Should there be a dispute between an employee and the Union over the matter of the employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

ARTICLE 4 - UNION BUSINESS

The employees, through their Union, AFSCME, Local #1348, shall have the right to conduct meetings after working hours, either of the entire membership or its executive committee, whether involving only members or not, on the premises of the Town of Newport, so long as permission is given beforehand by the Town Manager of the Town of Newport, which permission will not be unreasonably withheld, provided that: (a) requests are made at least twenty-four hours in advance, (b) such activities shall be at reasonable times and (c) such activities conducted in such a manner that they not interfere with the normal conduct of the everyday activities of the departments.

The Town agrees to allow a Union delegate reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances and up to three Union delegates reasonable time without loss of pay for negotiating sessions when held during regular working hours, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. Time lost by delegates of the Union on grievance settlements or negotiating sessions shall be paid for by the Town as provided for in RSA 273-A: 11 II.

ARTICLE 5- BULLETIN BOARDS

Each department with bargaining unit employees shall provide space for one bulletin board for the posting of notices of the department addressed to the employees and notices of the Union addressed to the members. The content of such postings shall not be derogatory or inflammatory. All postings shall be initiated by the Chapter Chairperson or Chief Steward. The department shall locate its bulletin boards at convenient places within the departments.

ARTICLE 6- SENIORITY

6.1 The Department of Public Works consists of the Water & Sewer Division, Highway Division, Sewage Treatment Division and Public Works Garage Division. There shall be four types of seniority governing employees in the Department:

a) Town Seniority which shall be the employee's date of hire by the Town of Newport;

b) Department Seniority shall relate to the time an employee has been continuously employed by the Department of Public Works;

c) Division seniority shall relate to the time an employee has been continuously employed in a Division;

d) Classification Seniority shall relate to the length of time an employee has been continuously employed in a particular grade classification.

6.2 Town Seniority shall be limited to determination of employee eligibility for benefits such as provided in ARTICLE 14— LEAVES OF ABSENCE and ARTICLE 17— INSURANCE and any other Article when applicable.

6.3 Department Seniority shall be applicable only as specifically provided in this agreement.

6.4 Division Seniority, staffing needs, qualifications, ability and performance of duty shall be considered in promotions, transfers, layoffs and rehires from layoff except as otherwise expressly provided in this agreement. Within eighteen (18) months of layoff, qualified and available regular employees shall be offered reinstatement before new employees are hired, except that the Employee shall notify the Town of his/her intention to return to work within ten (10) calendar days of notification and must report to work within fifteen (15) calendar days of notice, otherwise he/she shall be considered as severed from Town employment. It shall be the responsibility of the laid off employee to notify, the Town of any change of address; failure to provide such notice will absolve the Town of the provisions of the reinstatement from layoff provisions of this section if attempts to notify by registered letter are unsuccessful.

6.5 In the event of a lack of work in any classification in a division, employees shall be removed from such classification in the division primarily on the basis of qualifications, ability and performance of duty, except that in the event of equal qualifications, ability and performance of duty classification seniority shall govern.

6.6 All newly hired employees shall serve on a probationary basis for six (6) months and may be terminated by the Town at its sole discretion. Such terminations shall not be subject to the provisions of ARTICLE 21 — GRIEVANCE PROCEDURE.

6.7 An employee shall lose his/her seniority if he leaves employment with the Town for any reason unless the reason for leaving employment is overturned by an appropriate authority (i.e. grievance procedure).

6.8 The preparation and maintenance of Town, Department and Division Seniority Rosters shall be the responsibility of the Town and included with this Agreement as Attachment A. Seniority Rosters shall be drawn up once per year and made available and posted the first week in January.

6.9 For purposes of this Agreement, employees hired as Public Works Laborer, Department Seniority shall be applicable in lieu of Division Seniority and shall be applicable to all Divisions.

ARTICLE 7- WORK WEEK AND TIME - PUBLIC WORKS

7.1 The normal workweek shall consist of five *(5)* days for eight (8) hours per day for a total of forty (40) hours per week, Monday through Friday. Regular working hours shall begin at 7:00 AM and end at 3:30 PM with one-half hour lunch break.

7.2 Occasionally, unforeseen, special, seasonal or emergency situations may require temporarily adjusting the regular work week, days and/or hours. Temporary adjustments to accommodate these situations shall not exceed the amount of time it takes to address the unforeseen special, seasonal or emergency situation. Adjustments may affect an entire division or specific union members who possess skills and/or experience enabling them to perform a needed task.

7.3 The Town agrees to purchase communication devices that will be distributed to key staff at times the Town deems appropriate.

ARTICLE 8 - OVERTIME

8.1 Overtime shall be applied as follows:

Employees shall be paid at the rate of time and one half the regular hourly rate for all hours worked over (40) forty hours in any one week, Except that no employees shall be paid time and one-half twice for the same overtime hours. Hours worked shall include leave for sick, funeral, vacation, compensatory, holiday and personal time.

Sick Leave will not be considered hours worked toward overtime computation when an employee has used excessive sick time, as determined by the Director of Public Works. Upon a finding by the Director of excessive use of sick time, the employee will not be allowed to use sick leave in the computation toward hours worked, until the employee has worked a preceding six (6) month period (rolling 30 days period) with five *(5)* or less occurrences of sick time usage.

8.2 When overtime is declared by the Division such overtime shall be offered on a rotating basis beginning with the most senior qualified employee of the Division covered by this agreement. For purposes of maintaining the rotational overtime roster a refusal of overtime will be charged to the employee as if the overtime had been accepted and worked. In the event that the overtime is refused by other members of the Division, the employee(s) who would have been scheduled based on the rotation roster will be required to work such overtime.

8.3 Overtime shall be on a voluntary basis except as provided in 8.2 above or in emergency situations as determined by the Department Head or his/her designated representative.

8.4 Emergency call-ins for all Public Works employees shall be at a minimum of two (2) hours at the employee's normal rate of pay except when such call-in results in an employee working in excess of forty (40) hours per week he/she shall be paid in accordance with 8.1 above. Any employee who is called in one (1) hour or less prior to the start of his/her normal shift shall receive such time at the normal rate. In such cases the employee shall be excluded from the two (2) hour minimum guarantee provided above.

8.5 **Standby**

8.5.1 Employees who volunteer during their normal off duty hours to be in immediate communication with their division during the standby period, shall report to work immediately, but in no case longer than thirty (30) minutes from the time of first contact.

8.5.2 For the purpose of this Article, a standby day shall mean Saturdays, Sundays and Holidays (24 hours per day) or other times as determined by the Department Head due to needs of the business.

8.5.3 Effective on the date of ratification, the standby duty rate shall be forty-two dollars ($42) per day.

8.5.4 There shall be no reduction of the standby rate as defined in the preceding section in the event an employee on standby is called in and reports to work.

8.5.5 The Town will provide employees on standby with communication devices.

ARTICLE 9- COMPENSATORY TIME

Non-Exempt employees may elect to accept compensatory time off in lieu of overtime pay. Such time received by an employee in lieu of cash must be at the rate of one and one-half (1-1/2) times each hour of overtime worked.

9.1 Process: Employees may not accrue more than 80 hours of compensatory time. Any employee who has accrued 80 hours shall be paid overtime compensation for additional hours of work. Upon termination of employment, the employee shall be paid for unused compensatory time at a rate of compensation not less than:

a. The average regular rate received by such employee during the last three (3) years of employment, or

b. The final rate received by such employees, whichever is higher.

9.2 Requests for compensatory time must be submitted to the employee's Department Head in advance but in no event shall be scheduled during the week earned. Reasonable requests will be approved subject to needs of Department operations.

ARTICLE 10- PROMOTIONS AND TRANSFERS - PUBLIC WORKS

10.1 The Town reserves and shall have the right to determine and establish selection processes and to make promotions and transfers, primarily on the basis of qualifications, ability and performance of duty, but shall be governed by seniority where equal qualifications, ability and performance of duty have been demonstrated.

10.2 Jobs to be filled through promotions shall be posted on the department bulletin boards in which the vacancy occurs for a period of five (5) working days. Said posting shall occur within five (5) working days of the vacancy being declared. The Department will announce the results of the job posting.

10.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within this five (5) day posting period in accordance with the grievance procedure.

10.4 Whenever possible, promotions shall be made from the rank of regular employees who are employed by the divisions in which the vacancy occurs. In the event the position is not filled from the division in which the vacancy occurred, other applicants will be considered in accordance with 10.1 above.

10.5 Employees in the division where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s), however, such employees may, at their discretion, have their names removed from the list within five (5) working days of returning to work. Employees absent during the posting period must be available to participate in the selection process (10.1 above) to be eligible for consideration for the vacancy.

10.6 Job posting shall include job description, pay, classification and hours of work.

10.7 The above procedures shall be followed in all promotions to full time positions, vacancies and transfers to positions covered by this agreement. However, for entry level jobs, outside advertising may commence at the same time as posting.

10.8 If an employee is not chosen as a result of a posting within the bargaining unit, the job may be posted as the Town sees fit.

10.9 An employee, who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee, during the probationary period, is not able to satisfactorily perform the higher level duties, the employee shall be reduced in status to the same position, pay grade and pay step as he/she had obtained prior to the promotion.

10.10 An employee on probation as the result of a promotion who wishes to return to his former position within six weeks of said promotion shall be reduced in status to the same position as he/she had obtained prior to the promotion.

10.11 The rate of pay at the time of employment or promotion will be at the minimum rate for that position, unless the applicant has above normal qualifications for the position to be filled, in which case the Town Manager, at his discretion, may employ the applicant at a pay rate above the minimum rate.

Upon successfully passing the probationary period for new and promoted employees, the employee will receive an increase in pay of not less than thirty cents ($.30) per hour, the amount to be determined by the Town Manager.

The Department Head, together with the Department Superintendent, shall conduct annual written Employee Performance Evaluations on all Public Works Department personnel. An employee's compensation may increase at any time during his/her employment upon a recommendation by his/her Department Head and approval by the Town Manager based upon the results of an employee's consistent superior performance on evaluations and within budget constraints.

Bargaining Unit members will not individually or collectively grievance any decisions of the Department Head or Town Manager as to the approval or disapproval of any wage change recommendations.

10.12 Employees who transfer between divisions shall be placed in a probationary status not to exceed six (6) months in the transferred position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee, during a probationary period, is not able to satisfactorily perform the higher-level duties, the employee shall be reinstated in the original position prior to the transfer, pay grade and pay step as he/she had obtained prior to the transfer.

If the employee transferred has six (6) months service with the Public Works Department during the probationary period, the employee may become a member of the bargaining unit upon successful completion of his six (6) months probation as a new employee with the Public Works Department.

ARTICLE 11- TUITION REFUND AND EDUCATIONAL INCENTIVE

11.1 Tuition Refund

11.1.1 Each bargaining unit member shall be given the opportunity to receive a minimum of 10 hours of training in their area of employment each year excluding travel time. If classes are available for specific equipment operation, the operators of that equipment shall be formally trained.

11.1.2 Training courses, seminars, non-graded classes, or educational courses, which are a requirement of the job within a department, shall be paid for entirely by the department.

11.1.3 Training courses, seminars, non-graded classes, or educational courses which are related to the job, but are not required, are also eligible for a tuition refund by the department within the limits of its budget as determined by the Town Manager.

11.1.4 To be eligible for reimbursement, all training courses, seminars, non-graded classes or educational courses must be approved in advance by the Town Manager or his designee and be satisfactorily completed. For graded courses the employee must provide evidence of a passing grade of C or higher or a pass rating for courses graded only on pass/fail basis. If an educational course is approved by the proper authority which is not required but is job related, the Town may reimburse the mileage traveled.

11.1.5 When 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, the intent being to eliminate double payment for a course.

11.1.6 Employees shall be entitled to mileage reimbursement at the applicable Federal mileage rate if he/she uses his/her own vehicle to attend any mandatory program as provided in 11.1.1 above.

11.2 Educational Incentive

11.2.1 An employee possessing any one of the following degrees (or comparable professional license) related to job responsibility shall be entitled to an adjustment of their annual salary in accordance with the following schedule:

Certification Program	$ 200 per year
Associate's Degree	$ 350 per year
Bachelor's Degree	$ 600 per year
Master's Degree	$1000 per year

The Town Manager will determine if an employee's degree is job related.

11.3 **Licenses**

11.3.1 The Town will pay for the cost of CDL or associated endorsement or successor licenses as required by the state and give reasonable time off to secure same when said license is a bona fide requirement of the job.

11.3.2 Members will maintain the appropriate driver's license for their job classification, and must notify their Division supervisor on the next work day of any change thereto. Loss of a member's license will result in a review of the employee's ability to continue in the position with the Town.

11.4 **Certifications**

11.4.1 Utility Technicians who become certified operators for distribution, collection, or treatment shall receive an amount reflected in the table below annually, payable the third pay period of November of each year, at the grade level the Utility Technician holds.

Grade 1 Distribution	$150.00	Treatment	$150.00	Wastewater 1	$150.00
Grade 2 Distribution	$250.00	Treatment	$250.00	Wastewater 2	$250.00
Grade 3 Distribution	$300.00	Treatment	$300.00	Wastewater 3	$300.00
Grade 1 Distribution	$375.00	Treatment	$375.00	Wastewater 4	$375.00
Grade 1 Waste Collection	$150.00			Grade 3 Waste Collection	$300.00
Grade 2 Waste Collection	$250.00			Grade 4 Waste Collection	$375.00

11.4.2 Utility Technicians who become Backflow Testers shall receive *$50* annually, to be paid the third pay period of November of each year.

11.4.3 Any Unit member with the certification from the State of New Hampshire to inspect motor vehicles for an official inspection station shall receive $360.00 annually, to be paid the third pay period of November of each year.

11.5 **Longevity**

All unit members, eligible to earn sick time, who remain in the service of the Town for an extended amount of time shall be given an incentive at the following rate to be paid the third pay period in November each year.

Years in Service	Yearly Compensation
6 - 9	$500
10 - 14	$650
15 - 19	$800
20 - Retirement	$950

ARTICLE 12- SAFETY

12.1 The departments shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the departments and the Union may meet once in ninety days, at the request of either its members, who are employees of the departments, or the Town Manager. Members will comply with the department's rules and regulations relating to safety, economy, continuity, and efficiency of services to the departments and the public.

12.2 The Union and its members agree to exercise proper care and be responsible for all department property issued or entrusted to them.

12.3 The Town shall furnish safety vests and helmets and other safety items as needed for the health and safety of its employees.

12.4 Sewer Department and Sewage Treatment Plant employees, and other Public Works employees who assist these departments, are eligible for protective shots at the expense of the Town.

12.5 ANSI C75 safety footwear is required for all Unit Members. The Town will reimburse each employee for up to two hundred dollars (200) per year for safety footwear. If a member needs certain work related items, related to adverse weather gear they may use their account to purchase items up to the allowed dollar limit each year.

12.6 All unit members will be issued eleven sets of uniforms which will be rented and laundered at the Town's expense. Full time employees shall receive five safety tee shirts with the Town logo and breast pocket once a year. Employees shall launder their own tee shirts. The union will have input to the quality of the tee shirts and disbursement dates for uniforms, including safety tee shirts. Shirts shall not be modified or altered for purposes other than fit.

12.7 The Town will reimburse Unit Members up to $75 dollars annually for the purchase of ANSI Class 3 safety winter jackets. Unit members will be responsible for laundering their own jackets. If no purchase is made in a year this allowance can be rolled forward into the next year, up to a total of $150.00.

ARTICLE 13- DISCIPLINARY PROCEDURES

13.1 All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

13.2 All suspensions and discharges must be stated in writing with the reasons stated, and a copy given to the employee(s) and the Union at the time of suspension or discharge or within five (5) working days thereof. Indication of a verbal warning shall be documented in the personnel file of a disciplined employee for record keeping purposes only.

13.3 Disciplinary actions will normally be taken in the following order:

A. Verbal warning
B. Written warning
C. Suspension without pay
D. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

13.4 An employee shall be able to review all of his personnel files at reasonable times.

13.5 No employee shall be disciplined without just cause.

13.6 The Union shall be notified of written warning within five *(5)* work days of the issuance of the written warning.

ARTICLE 14- LEAVES OF ABSENCE

14.1 **Paid Professional Purposes**

A leave of absence, with pay, may be granted at the sole discretion of the Town Manager to any employee to permit the employee to attend in-service training schools, professional meetings, conferences or conventions or any other justifiable reason considered in the best interest of the Town. Decisions of the Town Manager shall be final and binding.

14.2 **Bereavement Leave**

14.2.1 Special leave of three (3) days, with pay, between the date of death and the date of funeral inclusive, shall be granted to an employee in the event of death of his/her: Spouse, Father, Mother, Father-in-Law, Mother-in-Law, Sister, Brother, Child.

14.2.2 Special leave of one (1) day, with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her: Grandchild, Grandfather, Grandmother, Uncle, Aunt, Sister-in-Law, Brother-in-Law.

14.3 **Special Leave**

14.3.1 Days of authorized leave with pay may only be approved by the Town Manager.

14.4 **Authorized Leaves of Absence Without Pay**

14.4.1 The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees unpaid leave for one or more reasons. A detailed explanation of the "FMLA" is available in the Town Manager's Office.

14.4.2 The Town Manager, at his discretion, may grant a leave of absence without pay for a period not to exceed one (1) year. Except in unusual circumstances, such absences will be for the purpose of tending to personal affairs during short periods which the employee is unable to cover with accrued paid ordinary leave, or to cover absences resulting from bona fide sickness or other disability which prevents performance of duties and the employee cannot cover with accrued paid ordinary leave or sick leave. In such cases, the Town may fill the vacated position. If the position is filled when the employee wishes to return to work, the employee will be given priority consideration for other positions the employee may qualify for.

14.4.3 The Town Manager may impose upon an employee an authorized absence without pay if the employee is suffering from a bona fide sickness or other disability which prevents performance of duties, and the employee cannot cover the absence with accrued sick leave. Before imposing such absence, the Town must first determine if reasonable accommodations can be made for the employee to perform his/her essential duties. In such cases, the Town may fill the vacated position. If the position is filled when the employee wishes to return to work, the employee will be given priority consideration for other positions the employee may qualify for.

14.4.4 For leaves as provided in 14.4.2 and 14.4.3 above, such absences of thirty (30) calendar days or less, the employee will continue to accrue paid leave and sick leave credits, and Blue Cross/Blue Shield benefits will remain in effect.

14.4.5 For leaves as provided in 14.4.2 and 14.4.3 above, such absences of thirty-one (31) calendar days or more, accrual of paid ordinary leave and sick leave credits shall be suspended until the first full calendar month after return to work. There will be no payment for longevity for the year in which such leave commences; however, for the purpose of establishing and maintaining eligibility for longevity, the individual's service shall be considered to be continuous. The member shall assume the full cost of health, dental, life and disability insurance premiums if they are to be continued after 30 days, where such member elects to continue beyond 30 days or where such coverage isn't covered by the policy of the provider.

14.5 Personal Leave

14.5.1 On July 1 of each year, employees shall be allocated forty eight (48) hours of personal time. The annual total of 48 hours personal time shall not accumulate from year to year, but any unused personal time as of June 30 of each year shall be deposited in the employee's sick time bank.

14.5.2 Probationary employees will receive ½ of the annual allotment upon appointment and the balance of the annual allotment upon completing the probationary period.

14.5.3 Personal time may be taken in one-half hour increments with the approval of the Department Head.

14.6 Court Service

During absence for jury duty or witness service, regular pay will continue, except when the employee is a party to the case. If the employee receives compensation for jury duty or witness service, the employee will provide a copy of the amount of payment to his/her supervisor. The employee's next regular pay will then be reduced by the amount of payment received from the court.

14.7 **Holidays**: The following holidays are observed by the Town of Newport:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Day After Christmas

Generally, holidays are observed on the dates specified by laws of the State of New Hampshire. Where the laws of New Hampshire differ with Federal Laws, the Town Manager may determine that the holiday will be observed on the date specified by Federal Law. Employees who are absent, without authority or on suspension, on work days directly preceding or following a holiday will not be paid for the holiday.

14.7.1 Holidays falling on Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

14.7.2 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). Employees who work on holidays during their regular eight (8) hour shift shall receive time and one half (1½) plus their holiday pay. If the employee is required to work on the holiday outside of the regular work day they shall receive double time. This would mean that sixteen hours are paid at double time and eight hours are paid at time and one half (1½) plus the holiday, but in no case will such employees be credited with less than two (2) hours of work.

14.7.3 A holiday occurring during a vacation period shall not count as a day of vacation.

14.7.4 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

14.8 **Vacation**

14.8.1 Employees are entitled to vacation after one year of service.

14.8.2 Upon completing one year of employment, a new employee will be eligible to use allotted vacation time before December 31 of that year.

14.8.3 On January 1 of each year, employees who have completed one year of employment service will be credited with their annual vacation hours. The number of hours credited will depend upon years of service and position held. The amount will be reflected no later than the last pay period in January on the employee's paycheck stub.

14.8.4 If an employee with less than one (1) year seniority voluntarily or non-voluntarily terminates employment, the Town will not pay the accrued amount of vacation time to the employee in the final compensation check.

14.8.5 Vacation leave shall be used at the rate of one (1) day of paid leave for each normal work day from which the employee is absent. Vacation leave may be used in any size increment desired by the employee and approved by his/her supervisor. Vacation leave may not be used in advance of allotment. Use of vacation leave at a particular time is contingent upon operational consideration and, therefore, is subject too approval by the employee's supervisor or Department Head.

14.8.6 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. Department Head shall approve vacation requests to ensure that the remaining work force at all times will be adequate to cope with the expected work load. 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 ordinary leave shall be given preference. In cases where requests for leave are received on the same day for the same dates, employee seniority will determine which request is approved first.

Employees are entitled to receive their vacation pay of a week or more (for the amount of time previously approved) one (1) pay period prior to the actual time off. Employees must submit their request for advance pay within sufficient time that it may be submitted to the payroll office on the weekly payroll sheet.

Unused vacation days may not accrue from one year to the next except upon approval of the Town Manager.

14.8.7 The amount of vacation time an employee has access to is dependent upon his years of service with the Town:

After 1 year of service through 4 years..... 80 hours
After 5 years of service through 9 years ..... 120 hours

After 10 years of service through 20 years .....160 hours
One day for every year after 20 years of
service up to 200 hours maximum.

14.8.8 In the event that an employee dies while in the employ of the Town, his earned, unpaid wages, unused vacation, and other fringe benefits accrued to the employee and in effect at the time shall be paid as follows:

a. to a named beneficiary whose name has been filed by the employee with the Town;

b. if no beneficiary is designated, to the surviving spouse;

c. if no beneficiary is designated and there is no surviving spouse, to the estate of the deceased.

14.8.9 **Terminal Vacation Pay**: Upon retirement or resignation voluntarily and in good standing, an employee shall be entitled to pay for any unused portion of his vacation and for the pro-rated portion of vacation earned from January 1st of the current year to the effective day of resignation.

14.9 Leaves of Absence

14.9.1 **Sick Leave:** Employees shall accrue sick leave at the rate of one half (1/2) regular work day (four [4] hours per month) of service to the Town, to an annual total of six (6) days each calendar year. Unused sick time shall accumulate from year to year but shall not exceed one hundred ten (110) regular work days or 880 hours, whichever is less. Upon severance of service with good standing from the Town, an employee shall be paid the following percentage of unused sick leave; after 10 years of service: 33%, after 15 years of service: 66%, after 20 years of service: 100%. The accrued sick leave shall be paid to the employee at his/her present rate upon termination of employment for any reason other than disciplinary action or dismissal. All unused sick time will be canceled upon termination for cause.

Sick leave may be used only as follows: to cover absences resulting from bona fide sickness or injury not covered by Worker's Compensation; to cover absences resulting from exposure to contagious disease; to cover absences resulting from necessity to attend to ailing members of an employee's immediate family (immediate family to include spouse, son, daughter, father and mother). Such absences shall not be in excess of five (5) days except with the approval of the employee's supervisor and the Town Manager.

In order to receive pay for sick time, an employee must notify his Department Head, or designee, no later than fifteen (15) minutes after the normal start of the employee's work day, unless unable to do so. The Town reserves the right to require a doctor's statement for any sick time. For absences of three days or less, the doctor's statement will be at the Town's expense. For absences of four days or more, the doctor's statement will be at employee's expense.

Chronic cases of absenteeism shall be reviewed when appropriate and a determination made regarding continued rate of pay and/or continued employment. Absence in excess of ten (10) working days in any twelve (12) month period may be considered chronic. The Town reserves the right to have a physical examination made, at its expense, of any employee whose health or physical condition appears to impair the employee's ability to meet job requirements.

To deter chronic cases of absenteeism, all unit members shall be given an incentive at the following rate to be paid the third period in November each year based on sick time used from November 1 through October 31:

Sick Time Used	**Yearly Compensation**
0	3 days pay
8 Hours or less	2 days pay
Between 8-16 hours	1 day
Over 16 hours	0

Any sick time used to cover worker's compensation injuries shall be excluded when computing time for the yearly compensation, as long as injury is not caused by negligence of employee.

14.10.1 Any employee who enlists is drafted or is called to active duty or temporary active duty in the Armed Forces of the United States, may be granted a special leave of absence without pay for up to four (4) years. Provided the employee was honorably discharged and applies for reemployment within ninety (90) days of leaving active duty, he/she is guaranteed reinstatement to the same or an equivalent job, any increases in pay or benefits received by other continuous employees, no loss of seniority, and any promotion that would have come with the mere passage of time.

14.10.2 When an employee, who is a member of one of the Reserve components of the Armed Forces, is required to meet his or her annual two week obligation, said employee will be granted a special leave of absence without pay. This in no way shall affect his or her ordinary and sick leave status.

14.11 **Unauthorized Absence**

An absence of any employee from duty for a single day or part of a day, that is not authorized by a specified grant of leave or absence under the provisions of these regulations, will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who absents himself/herself for three (3) consecutive scheduled work days without leave shall be deemed to have resigned.

ARTICLE 15- MANAGEMENT RIGHTS

The Town hereby retains and reserves unto itself all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States and shall not be deemed to be limited in any way in the exercise of the regular and customary functions of the municipal management. Further, all rights which ordinarily vest in and are exercised by public employers except such as are specifically relinquished herein are reserved to and remain vested in the Town. The Town retains the right to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and Employer's organizational structure, and selection, assignment, number, direction and discipline of its personnel; to determine the methods, equipment, facilities and other means of operations; to determine work scheduled, work skills and numbers of hours to be worked. Further, the Town retains the right to adopt change, enforce or discontinue any rules, regulations, procedures and policies not in direct conflict with any provisions of this Agreement, or applicable statutory law or regulation adopted pursuant to statute as delineated under N.H. Revised Statutes Annotated or U.S. Code, so as to continue public control of the Departments covered by this Agreement. This enumeration of management's rights shall not be deemed as to exclude other management rights not specifically enumerated and the Employer retains solely and exclusively all of its common law, statutory and inherent rights.

ARTICLE 16- STRIKES AND LOCKOUTS PROHIBITED

16.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the departments or the Town of Newport during the term of this agreement, nor will it do any other act specifically prohibited by the provision of RSA 273-A, and in particular, acts prohibited by RSA 273-A: 15 11, as may be amended from time to time.

ARTICLE 17- INSURANCE

17.1 **Health:** The current health insurance program is obtained through the Municipal Association which contracts with Blue Cross/Blue Shield. The Town has a zero (0) probationary period. In practice, new employees are placed on the plan on the first day of the month following the month in which they were hired. Coverage is offered to regular employees. The plan is the Health Trust MTB15IPDED Plan with the $3/$15/$1 Prescription Plan. The Town reserves the right to change plans but will not change plans without consultation with affected employees.

Unit members may choose to maintain coverage under the Health Trust Blue Choice 2-Tier (BC2T10+) or 3-Tier (BC3T5RDR) Plans. In this case, the employee will assume the additional premium expense beyond the Town contributions.

The Town's contribution towards health insurance is as follows:

The Town contribution is 95% for a single-person MTB15IPDED plan.

For the two-person plan and family plan the Town's contribution is 90% of premium expense for a two-person or family MTB15IPDED plan.

Unit members will be enrolled in a Town funded Health Reimbursement Account (HRA) which will be funded up to the maximum deductible amounts of the MTB15IPDED plan for each member ($500 per person, $1000 max per 2-person, $1,500 max per family).

17.1.1 Unit members declining coverage under the Town Health Insurance Policy for any year will receive a payment equal to one third of the cost of a single person MTB15IPDED plan.

17.2 **Life and Disability**: The Town will provide life, accident, and disability insurance for employees. The entire premium for this insurance is paid by the Town. There is a one-month waiting period. In practice, this would mean that coverage would begin on the first day of the month following completion of thirty

(30) days of employment. Life insurance is equal to the annual base salary rounded to the next highest thousand. The Town reserves the right to change insurance plans but will not change plans without consultation with affected employees.

17.3 **Retired Personnel**: Retired personnel may continue to carry their health insurance through the Town's group insurance program. They must remit the full payment monthly for this benefit.

Retired personnel, for the purpose of this section, shall mean those employees who have retired under the Town's Retirement Program with the New Hampshire Retirement System.

17.4 **Extended Health Insurance Benefits:**

17.4.1 If an employee dies, the spouse and children may continue the Town's group health insurance coverage for up to 36 months.

17.4.2 If the employee resigns or is dismissed for reasons other than gross misconduct, the employee may continue the Town group health insurance coverage for up to 18 months.

17.4.3 If the Town reduces the employee's hours of work to the point which health insurance benefits are not provided, the employee may continue coverage for up to 18 months.

17.4.4 If the employee is divorced or legally separated, the ex-spouse and children may be eligible to continue the Town group health insurance coverage for up to 36 months.

17.4.5 If the employee has a dependent child who reaches the age of ineligibility (19), the child may continue the Town group health insurance for up to 36 months.

17.4.6 If any of the preceding events occur, the Town Payroll Office must be notified immediately.

17.4.7 If the employee, spouse or children apply to continue Town health insurance coverage as provided in 17.4.1 through 17.4.2 above, the premium expense will be paid by the applicant, unless such coverage is provided .

17.5 **Dental Insurance**

17.5.1 The Town shall provide dental insurance to bargaining unit members. The Town will pay 100% of the premium expense of the NHMA Health Insurance Trust Dental Program of the Units choice. The Town will continue to pay 100% of the premium expense for individual unit members until the monthly premium cost reaches $30.00 at which time the unit members will pay any additional cost. Unit members wishing to provide coverage for two or more family member plan will pay any additional cost. The Unit recognizes that from time to time insurance providers change or discontinue the extent and type of benefits available under particular policies. If this occurs during the term of this agreement, the Town may seek insurance providers or different policies by the original provider. The Town reserves the right to change policies or plans but will not make a change without consultation with affected employees.

ARTICLE 18 – WORKER'S COMPENSATION

Absence of an employee for causes occurring while engaged in working for the Town and covered by Worker's Compensation as specified by the laws of the State of New Hampshire, shall be treated as follows:

18.4.1 He/she shall receive, from the Town's insurer, Workers' Compensation in a dollar amount and for a period of time specified by State law.

18.4.2 In order that the employee's income will not be interrupted by delayed receipt of Workers' Compensation, the Town will continue the employee's weekly pay, computed as if the employee was present for duty and working on all normal work days (and paid holidays) up to the time Workers' Compensation begins. For this procedure to be followed, the employee must agree, in writing, that upon receipt of the Workers' Compensation, payment back to the Town will be made in the amount received for the period in which the Town has paid. Any Town funds received beyond what has been received from Workers' Compensation insurance may be deducted from the employee's accrued Sick Leave or the employee may pay the Town back with a cash payment.

18.4.3 When Workers' Compensation has started, the employee may request, Sick Leave to be charged proportionately to the difference between Workers' Compensation wages and the employee's normal pay (no overtime). Sick Leave may be used until all accrued Sick Leave is exhausted.

18.4.4 If the employee has deductions for health insurance or other qualified deductions, the amounts for these deductions may be taken from accrued sick leave. If the employee does not want the deductions taken, the employee will have to pay the Town the appropriate weekly amount.

18.4.5 Incidents which may result in awarding Workers' Compensation must be reported to the Town Managers' Office within 72 hours to ensure prompt processing of claims and proper compliance with insurance laws.

18.4.6 After a reasonable length of time, the Town reserves the right to have two (2) physical examinations made to determine the minimum physical condition of the employee for continued employment. These examinations will be made at the discretion of the Town Manager, and the cost of said examination will be borne by the Town of Newport.

ARTICLE 19- RETIREMENT BENEFITS

It is mandatory for all full-time employees employed with the Town of Newport to participate in the New Hampshire Retirement System.

Upon employment with the Town of Newport, a booklet which is provided by New Hampshire Retirement System is provided to each employee. This booklet outlines all benefits and any other pertinent information regarding this system.
A percentage of the employee's gross earnings are deducted weekly from the employee's paycheck and are submitted monthly to the system by the Town. The Town of Newport submits, at the same time, a percentage toward each employee's retirement fund. The current percentages are available at the Finance Office. The Town's and employee's percentage of contribution may increase or decrease from time to time.

Voluntary deferred compensation IRS *457* Plans are available for employees. Information is available in the payroll office.

ARTICLE 20- WAGE RATES

20.1 Unit members employed on July 1, 2014 will receive a COLA increase on their base pay of 2%.

Unit members employed on January 1, 2015 will receive a COLA increase on their base pay of 1%.

Unit members employed on July 1, 2015 will receive a COLA increase on their base pay of 3%.

Unit members employed on January 1, 2017 will receive a COLA increase on their base pay of 1%.

The Mechanic will receive a $630 adjustment on his base salary, effective July 1, 2014.

20.2 The primary operator of each piece of heavy equipment (backhoe, grader, loader) will receive an additional two hundred dollar ($200.00) bonus during the third pay period in November of each calendar year. When primary operators are changed or rotated, the amount will be prorated, based on the period of time the employee was assigned primary operator duties.

20.3 When a unit member is appointed, on a temporary basis, to perform the duties of their immediate supervisor, that member shall be paid at an hourly rate equal to 60% of the differential between the employee's rate and the supervisor's rate or a 5% wage adjustment on the employee's pay, whichever is greater.

ARTICLE 21- GRIEVANCE PROCEDURE

21.1 **Definition**: A grievance is defined as an allegation by one party to this agreement that the other party is violating a particular provision of this agreement.

21.2 The purpose of the grievance procedure shall be to settle employee or Union grievances at as low a level as possible and as quickly as possible, so as to ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amicable solution. Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of the Agreement allegedly violated, the relief sought and the extent to which the grievant has sought an informal adjustment of the grievance.

Note: An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within three (3) scheduled working days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union representative and/or witness at the time of presenting the complaint.

21.2.1 **Step One**: If an employee or the Union has a grievance, the employee shall grieve within ten (10) scheduled working days of the occurrence or knowledge thereof. Said grievance shall be discussed with the employee's Immediate Supervisor, who shall make his/her answer within five (5) scheduled working days.

21.2.1 **Step One**: If an employee or the Union has a grievance, the employee shall grieve within ten (10) scheduled working days of the occurrence or knowledge thereof Said grievance shall be discussed with the employee's Immediate Supervisor, who shall make his/her answer within five (5) scheduled working days.

21.2.2 **Step Two:** If no answer is given or if the decision of the Immediate Supervisor is not satisfactory, the aggrieved employee or the Union may appeal to the Department Head within five (5) scheduled working days, who shall render a written decision within five (5) scheduled working days of the hearing.

21.2.3 **Step Three**: If no answer is given or if the decision is not satisfactory, the aggrieved employee of the Union may appeal to the Town Manager, who shall render a written decision within five (5) scheduled working days from the date of the appeal.

21.2.4 **Step Four:** Should the decision of the Town Manager not be satisfactory to the employee or the Union, the decision may be appealed to the American Arbitration Association through NH PELRB. Costs associated with appeal to AA will be borne equally by the Town and the Union. The parties will attempt to agree upon a mutual satisfactory third party to serve as arbitrator.

Neither the Town nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement, and the appropriate remedy thereof The Arbitrator shall be in power to determine the issues raised by the grievance as submitted in writing. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not in any way limit or interfere with powers, duties and responsibilities of the Town or Department under law and applicable court decisions.

Any decision or award of the arbitrator, rendered within the limitation of this Section on a grievance, shall be advisory upon the Town and the Union, subject to the provisions of RSA *542*. The parties agree to act in good faith with respect to Advisory arbitration recommendations. In the event the Town rejects an Advisory arbitration recommendation and the parties cannot mutually resolve the matter, the parties agree to open negotiations solely to negotiate the subject of binding arbitration.

21.2.5 The time frames specified for each step above may be extended by mutual agreement of the parties.

ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

The Town and Union will establish a Labor Management Committee consisting of up to three (3) members representing the Unit and the Town Manager representing the Town. The purpose of the Committee is to discuss matters of concern to the parties such as but not limited to economy, continuity, and efficiency, but the Committee will not discuss grievances or negotiations unless mutually agreed. The Committee will meet as necessary and as agreed by the parties. The agenda for the meeting(s) will be established at least one week in advance of the meeting unless such advance notice is not possible, e.g. an emergency of some kind.

ARTICLE 2~~2~~3- STABILITY OF AGREEMENT

23.1 Should any article, section or portion thereof in this agreement be declared invalid because it is in conflict with federal or state law, or held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article or section or position thereof which has been declared invalid or unenforceable, but neither party is required to make concessions in order to reach agreement of the specific article or section in question.

23.2 It is understood no bias is meant by the use of the male pronoun throughout this agreement. Its use is for brevity sake only.

ARTICLE 24- DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect commencing July 1, 2014 and shall continue in full force and effect until June 30, 2017, and then from year to year unless otherwise provided in any section thereof, or written notice of desire to cancel, modify, or terminate the Agreement is served on either party upon the other at least one hundred and twenty (120) days prior to the Town's budget adoption date.

IN WITNESS THEREOF, the parties hereto have caused these present to be signed by their duly-authorized officers and representatives or either, on the 25 day of June, 2014.

Selectmen

Chapter Chairman

Selectmen

Steward

Selectman

Steward

Selectman

AFSCME Representative 6/25/14

Selectmen

Town Manager