Town of Ossipee

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BOS: 2012-32

June 13, 2012

Ken Fanjoy
AFSME Council 93
Landmark Crossing Bldg. B Unit 2
Londonderry, NH 03053

Dear Mr. Fanjoy,

While reviewing the Union Contract, it was discovered that the expiration date on the cover sheet was typed wrong. The cover sheet states ending March 31, 2013 and should read ending March 31, 2014.

We will attach this document to the contract stating the correct date as Addendum # 1.

Please have the Union Stewards sign this as well as you and return it to the Board of Selectmen.

We apologize for any inconvenience this error has caused. If we can be of any assistance in this matter feel free to contact this office.

Very Truly Yours,

Kathleen M. Maloney, Chairman

Harry C. Merrow

Robert C. Freeman

Ossipee Board of Selectmen

President of 534

Kenneth P Fanjoy Staff Rep.

Addendum #1

AGREEMENT BETWEEN

TOWN OF OSSIPEE, NEW HAMPSHIRE

AND

AFSCME COUNCIL 93, LOCAL 534

APRIL 1, 2011 – MARCH 31, 2014

AGREEMENT BETWEEN

TOWN OF OSSIPEE, NEW HAMPSHIRE

AND

AFSCME COUNCIL 93, LOCAL 534

APRIL 1, 2011 – MARCH 31, 2013

Corrected Cover Sheet

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PREAMBLE

The purpose and intent of the Town of Ossipee, hereinafter called the Town, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement and to provide on behalf of the citizens of Ossipee approved services in an effective and efficient manner. Part time employees hired after March 31, 2005 shall not be eligible to join the bargaining unit. Part time employees are considered anyone who works less than 35 hours per week.

ARTICLE 1 RECOGNITION

1.1 The Town of Ossipee hereby recognizes AFSCME in accordance with RSA 273-A as the exclusive representative of the bargaining unit in the Certification of Representation as follows: All full time employees of the Town; secretaries, custodians, equipment operators, transfer station operator, asst. working foreman, truck drivers, parks & recreation director, highway foreman, transfer station foreman, laborers.

ARTICLE 2 NON-DISCRIMINATION

2.1 The Town and the departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

2.2 The Town, the Department and the Union covered by this Agreement agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap.

ARTICLE 3 MAINTENANCE OF MEMBERSHIP

3.1 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 Union after that 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 five (5) working days prior to the anniversary date thereafter.

3.2 For Union eligible positions only: Any present of future employee who chooses not to join or not remain a member of the Union shall pay to the Union a service charge as a condition of employment for the cost of collective bargaining and contract administration. No part of this service charge shall be used for political donations. Said service charge shall not exceed the dues of members and the

donations. Said service charge shall not exceed the dues of members and the Union agrees to defend and hold the Town harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions.

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

3.4 The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of the contract to advise employees of their option as provided in Section 1 of this Article.

ARTICLE 4 DUES DEDUCTION

4.1 The Town agrees to authorize the deduction of Local 534 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to: Treasure of Local 534 AFSCME.

4.2 The Union will keep the Town informed of the correct name and address of the Treasurer of Local 534 AFSCME.

4.3 This deduction of dues shall be made on a weekly basis and shall be sent monthly to Business Manager, AFSCME Council 93 – 8 Beacon Street, Boston, Massachusetts 02108.

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

ARTICLE 5 SENIORITY

5.1 Seniority shall relate to the time an employee has been continuously employed by the Town, except that in the event of a layoff due to lack of work an employee recalled within two (2) years of layoff shall be credited with his/her prior service.

5.2 Seniority shall prevail in matters concerning layoffs and re-hiring. Qualified and available permanent employees shall be reinstated before new employees are hired. Seniority shall be considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this agreement.

5.3 Until an employee has served the six (6) month initial probationary period, it shall be deemed that he/she has no seniority status and he/she may be discharged or laid off without cause. Such discharge or layoff shall not be subject to the grievance procedure.

5.4 An employee shall not forfeit seniority during absences caused by:

A. Illness resulting in total disability due to his/her regular work with the department involved, certified to by an affidavit from Workers' Compensation Carrier.
B. Illness not the result of his/her misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals or no more than every thirty (30) days.
C. Maternity leave as provided in Article 17 will not affect the seniority of an employee.

5.5 An employee shall lose his/her seniority for, but not limited to, the following reasons:

A. If an employee is discharged and if such discharge is not overruled by an appropriate authority.
B. If he/she resigns

5.6 The employee's present seniority as of the effective date of this contract shall be the seniority considered for the purpose of establishing the seniority system called for in this Article. This seniority must have been continuous in nature as provided in Section 1 of this Article to merit consideration under this section.

5.7 The preparation and maintenance of the seniority rosters shall be the responsibility of the Town, approved by the Union, and is to be a part of this Agreement. The lists are to be drawn up and posted once each year in January.

ARTICLE 6 PROMOTONS AND TRANSFERS

6.1 The Town reserves and shall have the right to make promotions and transfers but shall be governed by seniority where qualifications are equal. It is the intent that all job descriptions contain the phrase "or equivalent" when it comes to education/training.

6.2 Jobs to be filled through promotion shall be posted on Town bulletin boards in the department in which the vacancy occurs for a period of five (5) working days. Management shall make a determination of the filling of such posted positions no later than thirty (30) working days after the close of the posting period.

6.3 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 eight (8) working days of the date posted in accordance with the grievance procedure.

6.4 Vacancies in management positions which are excluded from the bargaining unit shall be posted on the departmental bulletin boards provided; however, that

appointment to these positions shall be at the sole discretion of management and shall not be subject to the grievance procedure of this contract.

6.5 Wherever possible, promotions shall be made from the ranks of regular employees who are employed by the Town.

6.6 Employees who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s) provided that such employee may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work. If an employee is absent and is awarded the position, the Town shall notify said employee within five (5) work days at his/her last known address. Said employee shall respond within five (5) work days regarding his/her acceptance.

6.7 When a question as to the proper person having been chosen to fill any job arises and it can not be resolved, it will be settled by using the grievance procedure in Article 31.

6.8 Job postings shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

6.9 The above procedure shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

6.10 An employee who meets the qualifications previously outlined 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 may be evaluated periodically to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level duties, then he/she shall be reduced in status to the same classification, pay grade and step as he/she had or would have attained had he/she not been promoted.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 The normal work week shall consist of any work performed up to eight (8) hours of work for hourly rated employees per day, Monday through Friday at straight time pay. The normal work day shall consist of work performed up to eight (8) hours per day for hourly-rated employees in any one day. Employees in the highway department only shall work four ten (10) hour days during the summer beginning the first week in May until the day after Labor Day. The normal work day hours at the Transfer Station is eight and one half (8 & 1/2) hours with the exception of Sunday and six (6) hours is the normal work day.

7.2 All employees shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute breaks during the course of the work day with the two shorter breaks to be taken in proximity to the job site.

7.3 Employees shall be allowed a ten (10) minute clean-up period prior to the end of the work shift.

7.4 All time worked in excess of eight (8) hours in any one day and forty (40) hours in any one week for hourly rated employees shall be paid at the rate of time and one-half. Paid leaves of absence occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

7.5 Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts but not to be separately paid for several call backs within the three (3) hour minimum guarantee period.

7.6 The work day or work week will not be interrupted to avoid payment of overtime.

7.7 Overtime work which is scheduled in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification. After sixteen (16) consecutive hours of work, an employee shall receive two (2) times his/her regular hourly rate.

7.8 No temporary employee shall be assigned overtime work until all regular employees have had the opportunity for such assignment.

7.9 Hours of work for the Transfer Station

Monday 7:30 AM – 4:30 PM
Tuesday Closed
Wednesday Closed
Thursday 7:30 AM – 4:30 PM
Friday 7:30 AM – 4:30 PM
Saturday 7:30 AM – 4:30 PM
Sunday 7:30 AM – 1:30 PM

On Sundays the employees will take two (2) fifteen minute breaks and no lunch break.

Gate to open at 8:00 AM
Gate to close at 4:00 PM
Gate to close at 1:00 PM on Sunday

ARTICLE 8 PLUS RATES

8.1 Hourly paid employees in the bargaining unit will be compensated on a Plus Rate basis of one dollar ($1.00) per hour above his/her present rate for working in a higher level classification for each completed hour of work in such higher level assignment.

8.2 Temporary assignment to a higher paying job classification, contemplated to last more than fifteen (15) days shall be made in accordance with the provisions of Article 6 of this Agreement.

ARTICLE 9 EMERGENCY WORK

9.1 It shall be the duty of all able-bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

9.2 When an employee responds to an emergency work situation, and due to hours worked and/or physical exhaustion is relieved from working the normal work schedule, and such employee is required to work on Saturday, then such Saturday work shall be paid at the overtime rate.

9.3 If an employee is called back from vacation due to any emergency situation than all hours of work shall be paid at the time and one-half (1/2) rate of pay until the employee returns to his/her regular work schedule.

ARTICLE 10 SPECIAL EMERGENCY RATES

10.1 After sixteen (16) consecutive hours of work, an employee may be relieved from duty at the Supervisor's discretion and another employee so assigned if necessary.

10.2 When an employee is relieved from duty during emergencies prior to the completion of his/her regular work shift, either at the request of the Supervisor, or at the request of the employee, with the approval of the proper authority because of long hours of work and/or exhaustion as the result of said emergency, and said employee is required to work prior to the start of his/her regular work shift, he/she shall be paid at the overtime rate for such hours of work performed prior to the start of said employee's regular shift.

ARTICLE 11 STANDBY TIME COMPENSATION

11.1 Employees who are assigned, during their normal day off, by their Department to standby duty shall be in immediate communication with their Department during the standby period and shall report to work immediately, but in no case longer than thirty (30) minutes from the time of first contact.

For the purpose of this Article, a standby day shall mean Monday through Friday (16 hours per day) and Saturday and Sunday (24 hours per day).

Employees who are assigned to standby duty shall be paid sixteen dollars ($16.00) per day Monday through /Friday and twenty-four dollars ($24.00) per day for Saturday and Sunday. The total compensation for seven (7) consecutive days shall be one hundred twenty-eight dollars ($128.00) per week.

11.2 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.

ARTICLE 12 HOLIDAYS

12.1 All employees on payroll shall be paid for the following named holidays, plus four (4) floating holidays. Should a holiday fall on an unscheduled workday all regular employees shall be paid for this day. Should the holiday fall on a weekend Management shall provide sixty (60) days notice regarding the appropriate day of celebration.

New Year's Day	Labor Day	Civil Rights Day
Columbus Day	Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day	Independence Day
Christmas Day	The day after Thanksgiving	

12.2 All work performed on a holiday shall be paid at the rate of time and one-half over and above regular hours paid for the holiday for all hours worked. If Transfer Station Operators are required to work on Easter Sunday shall receive six hours holiday pay at time and one half (1 ½) for all hours worked.

12.3 An employee shall be entitled to the holiday pay referred to in Section 1 if he/she works the last scheduled work day preceding and the first scheduled work day following the particular holiday, but not otherwise except for a substantial reason or emergency.

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

ARTICLE 13 ANNUAL VACATION

13.1 Permanent employees who have been in the continuous employment of the Town for one (1) year or more shall be entitled to the following vacation allowance

1 week after 1 year — 2 weeks after 2 years
3 weeks after 5 years — 4 weeks after 15 years
1 additional day per year after 20 years to a maximum of 5 weeks

13.2 Selection of vacation period shall be by Town seniority and shall be granted insofar as possible at the time requested by the employee in accordance with operating requirements; provided, however, that summer vacation shall not extend beyond two (2) weeks until all eligible persons have had an opportunity to select vacation. Furthermore, a department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations.

13.3 Effective January 1, 1997, employees may carry over a maximum of five (5) vacation days from one year to the next. As of December 31 (beginning with 1996) of each year any unused vacation days in excess of five (5) allowable carry-over days shall be forfeited.

ARTICLE 14 SICK LEAVE

14.1 Each permanent employee shall earn sick leave with pay at the rate of one and one-quarter (1 ¼) days of sick leave for each completed month of service. Sick leave shall not be taken in advance of earning same.

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

14.3 Unused sick leave may be accumulated up to maximum of ninety (90) work days.

14.4 Employees who are absent from work on legal holidays, during sick leave, vacation, for disabilities arising from injuries sustained in the course of their employment and for all authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate as though they were on duty, subject to the maximum limitation herein provided.

14.5 An employee eligible for sick leave with pay may use leave for absences due to his/her illness or injury and may use sick leave for dental appointments, physical exams or prescribed treatment by a physician. The Department Head shall required a doctor's certificate before approving sick leave with pay for a period or periods of absences of more than three (3) consecutive work days.

14.6 Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one hour.

14.7 During a period of absence for approved sick leave the employee shall be entitled to full pay for such period at the regular rate of compensation, provided that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

14.8 Changing vacation to sick leave: Effective upon the date of ratification of this agreement employees who are on paid vacation who are hospitalized for injury or illness may, at their option and provided they have sick leave credits accrued, have their vacation time changed to paid sick leave for the period they are actually hospitalized.

14.9 Effective upon signing of this agreement, bargaining unit employees shall be eligible for participation in a sick leave bank as per Appendix 4.

14.10 Upon retirement employees who have worked for the town from ten (10) to nineteen (19) years shall be entitled to receive 25% of their accumulated sick pay. Employees who have been with the town twenty (20) years or more shall be entitled to receive 50% of their accumulated sick pay. This pay out shall be capped to a maximum of thirty (30) days.

APPENDIX 4 – OSSIPEE – AFSCME 534

ARTICLE 14 SICK LEAVE BANK

A4.1 A Sick Leave Bank is herein provided for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident.

A4.2 The Sick Leave Bank will be maintained by days.

A4.3 Prior to January 1st of each year members may elect to donate two (2) sick leave days from his/her annual sick leave entitlement. For the first year, however, and for all new enrollees, three (3) sick days will be donated to the sick leave bank. New employees must observe a 180 day probationary period before they are eligible for sick leave bank days. This bank of extended sick leave days may be used by members who so donate. Once established, the bank shall not be increased during that year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year. Unused sick leave days in the bank at the end of the year will carry into subsequent years.

A4.4 Sick leave bank days shall only be available after the informed employee has exhausted his/her entire personal sick leave, both annual and accumulated. The use of bank days will be available after ten (10) consecutive days of absence for the same prolonged illness or accident. Requests for sick leave bank days

shall be made in writing using the sick bank request form and sent to the employee's Sick Leave Bank Representative. An employee may authorize the Representative to submit a request by proxy for their available sick time. The employee must also submit written documentation from his/her physician within five (5) days of requesting sick leave bank days. Application for sick leave bank days will not be approved until the above criteria have been met.

A4.5 No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit an employee to stay at home to care for a member of the family and in no instance may days be withdrawn for purposes of maternity.

A4.6 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of four (4) members, one from the Town Administration, the AFSCME Local Chapter Chairperson and two (2) other members elected by the Union membership. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

a. The initial grant shall not exceed ten (10) days
b. The Committee shall consider the following:

    1. Adequate medical evidence of serious illness/injury.
    2. Prior utilization of all eligible sick leaves.
    3. Propriety in the use of sick leave.
    4. Unscheduled working days are not eligible for sick days.

c. Employees will be restricted to a maximum number of sick leave bank days per year as per the number of years employed by the Town:

0 – 5 years	10 days
6 - 10 years	20 days
15 – 20 years	30 days
20 + years	45 days

Employees move to the next step when they complete the maximum number of years for each new step.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement may be appealed by the employee making the request. This request must be in writing and the appeal must be addressed to the committee in person or by proxy.

A4.7 Any sick leave granted under this Appendix shall expire at the end of the applicable calendar year.

A4.8 Sick Bank Representatives will be elected to serve for the length of the AFSCME contract. Nominations and elections will take place at a general union meeting. The Town will notify the Union as to its representative to the Sick Leave Bank Committee.

ARTICLE 15 LEAVE OF ABSENCE

15.1 The Town agrees to allow Union representatives, steward and/or aggrieved employee's reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances and negotiations. The Union representatives shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

15.2 Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A: 11.

15.3 Employees elected as delegates to either the AFSCME International Convention, Council 93 Convention or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed two (2) working days per year. This leave of absence may be granted to a maximum of two (2) Union employees.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral shall be granted a permanent employee in the event of the death of his/her: spouse, child, father, mother, sister, brother, father-in-law, mother-on-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild or a blood relative or ward residing in the same household. Vacation, sick time or a floating holiday may be used to take additional days. Sick time may be used to take additional days off if there is no vacation or floating holiday accumulated.

16.2 Vacation, sick time or personal time may be used for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her: brother-in-law, sister-in-law, aunt or uncle. Vacation, sick time or personal time may be used to take additional days at Management's discretion.

16.3 Under no circumstances shall bereavement leave be paid on an overtime basis.

ARTICLE 17 MATERNITY LEAVE

17.1 As provided in HUM 402.03 Pregnancy (a) a female employee upon application on forms to be provided by the Town shall be permitted to take leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. When the employee is physically able to return to work, her original job or a comparable position shall be made available to her unless business necessity makes this impossible or unreasonable.

17.2 In accordance with HUM 402.03 Pregnancy (b) a female employee on pregnancy leave as provided in Section 1 above shall for all other employment related purposes, including receipt of benefits under fringe benefit programs, pregnancy, childbirth and related medical conditions shall be considered temporary disabilities, and a female employee affected by pregnancy, childbirth or related medical conditions shall be treated in the same manner as any other employee affected by any other temporary disability.

ARTICLE 18 MILITARY LEAVE

18.1 Shall be governed by existing law.

ARTICLE 19 JURY AND WITNESS DUTY

19.1 An employee called as a juror or witness will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

ARTICLE 20 EDUCATION INCENTIVE REIMBURSEMENT

20.1 The following education reimbursement policy will apply to members of the Bargaining Units covered by this policy.

20.2 The Town agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards: Payment of seventy-five per cent (75%) of the cost of such courses but not to exceed $450.00 per employee in a calendar year and not to exceed the total budgeted amount of $5,000 for this program.

20.3 Courses must be approved in advance by the Department Head (Management) concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Personnel Department for payment of the course. A procedure will be established to effectuate these payments.

20.4 Once a course has been approved as meeting the requirements an advance will be made to the employee of one-half (1/2) of the authorized seventy-five per cent

(75%) of the cost of the course tuition and books not to exceed $225.99. The remainder of the course reimbursement, not to exceed $225.00 will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

20.5 Not more than $450.00 will be paid to any employee in any calendar year for course reimbursement.

20.6 Approval for courses will be considered on the basis of relevancy of the course.

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

ARTICLE 21 LIFE INSURANCE

21.1 For employees on roll 3/31/96 survivor benefits will be equal to one (1) year's salary for members of the bargaining unit covered by this Agreement. The Town will establish a fund to provide for the payment of the Survivor benefit to the named beneficiary or estate of any member of the bargaining unit who dies from any cause while employed by the Town of Ossipee or who dies within sixty (60) calendar days of separation from service with the Town because of retirement, disability retirement or resignation due to health reasons. Such survivor benefits shall be payable in a lump sum. There shall be no rights under this provision of this Agreement beyond sixty (60) calendars day period as above described.

For employees hired on or after 4/1/96, survivor benefits shall be:

Up to age 65	One (1) year's salary
Age 65 – 70	Sixty-five (65%) of 1 year's salary
Age 70 and above	Fifty per cent (50%) of 1 year's salary

21.2 The Town reserves the right to contract with a qualified insurance carrier of its choosing to provide the above amounts of benefits.

ARTICLE 22 HOSPITAL/MEDICAL INSURANCE

22.1 The Town will continue to provide the current Hospital/Medical Insurance Policy for bargaining unit members. The town shall pay 98% of the premium for the Mathew Thornton Plan (MTB10IPDED(01)-R$3/15M$1) including a one million dollar ($1,000,000) Major Medical and three hundred sixty-five (365) days hospital coverage for all bargaining unit employees. Employees may purchase other coverage at their expense by paying any additional cost over the MTB pre-paid amount. All employees are required to pay 2% of the cost of the MTB premium above the single person amount. All employees hired after March 31,

2011 shall be required to pay 4% of the cost of the MTB premium about the single person amount.
Employees hired after January 1, 1990 must work a minimum of thirty-five (35) hours per week to be eligible for Hospital/Medical Insurance.

22.2 It is agreed by all parties concerned that the Town reserves and shall have the right to change insurance carriers or become self insured, provided the benefits to participants are not decreased and the cost to participants are kept within this agreement.

22.3 The Town agrees to abide by the medical coverage requirement required to be in accordance with RSA 100-A: 50 I.

ARTICLE 23 CLOTHING ALLOWANCE

23.1 The Town agrees to fulfill the following Uniform Program established by the Board of Selectmen and members of the bargaining unit.

Uniform Costs

Long Sleeve Work Shirts (Similar to current shirts	5@ $23.70	$118.50
Tee Shirts (Screen Printed) Blue/Green	6@ 7.00	$ 42.00
Pants (Dickies or Jeans) Blue/Green	6@ $25.00	$150.00
Sweatshirts (Crew neck or hooded) Blue/Green	3@ $25.00	$ 75.00
Jacket (Mountain Work Jacket, Cotton, Canvas)	1@ $75.00	$75.00
One color jackets		
Overalls (Cotton Twill)	1@ $40.00	$40.00
Work Boots (CCL, Steel Toe)	$150.00	$150.00
Safety Vests provided w/Town Identification		
Total Initial Set-up		$650.50

Annual Replacement of Work Clothes:	$250.00
Annual Replacement of Work Boots:	$150.00
Total Annual Replacement	$400.00

Coveralls – Professionally cleaned when needed
All shirts, sweatshirts and jackets will be provided by Calico Graphics and purchased by the Town of Ossipee.
Pants may be bought by employee (with approval by the Town (Public Works Director) and reimbursed by the Town.
All monies are for reimbursement or Town purchasing of clothing and boots only.
Replacement of clothing will only be for damaged or worn out clothing and must be approved by the Town (Public Works Director).

23.2 The Town agrees to a maximum boot/shoe allowance of one hundred and fifty dollars ($150) per year. This reimbursement shall be for steel toe boots/shoes and apply to bargaining unit members in the Transfer Station, Recreation and Highway Departments; the steel toe requirement shall not apply to the Recreation Director.

ARTICLE 24 TRADESMAN TOOLS

24.1 Mechanics, carpenters and other skilled tradesmen are required to provide their own tools of the trade. It is agreed that the Town will, in exchange for broken tools, provide for the reasonable replacement of broken tools for such tradesmen.

ARTICLE 25 TRAVEL ALLOWANCE

25.1 The Town will reimburse employee at the rate established by the Town for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

ARTICLE 26 SAFETY

26.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union shall meet in accordance with state law. The Union agrees that its members who are employees of the Town will comply with the Department's rules and regulations relating to safety.

26.2 The Town agrees to furnish raincoats, rubber boots and spring and winter coats with safety markings for all employees for whom such issue is necessary. The replacement of previous issue shall be made only when an article is turned in or exchanged for the one issued.

26.3 The Town shall furnish gloves, special clothing, safety vests and helmets as needed for the health and safety of its employees.

26.4 In cases of disinterment, necessary protective shots will be given by proper medical officers at the expense of the Town.

ARTICLE 27 BULLETIN BOARDS

27.1 The Town shall provide space for bulletin boards for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin boards at convenient places within the departments. No Union notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the department head or his/her designated representative.

ARTICLE 28 MANAGEMENT'S RIGHTS

28.1 Except as otherwise expressly and specifically limited by the terms of this agreement the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer in accordance with the provisions of RSA 273-A: 1:XI. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

28.2 The exercise of any management prerogative, function or right which is not specifically modified by the agreement is not subject to the grievance procedure to arbitration or as set above the bargaining during the term of this Agreement.

ARTICLE 29 STRIKES PROHIBITED

29.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operations of the Departments or the Town of Ossipee during the term of this Agreement.

ARTICLE 30 DISCIPLINARY PROCEDURES

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

30.2 All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee and the Union within five (5) work days of the date of the suspension or discharge.

30.3 If the Department does not follow Section 30.2 in the case of a suspension, then it shall be deemed that the suspension is without merit. When Section 30.2 is not followed in the case of a discharge, said discharge shall be changed to a two (2) week suspension which shall be grieved.

30.4 Disciplinary action will normally be taken in the following order:

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

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

30.5 No employee shall be penalized, disciplined, suspended or discharged without just cause. Should an employee be convicted of a felony while in the employ of the Town, such employee shall be subject to immediate termination without the benefit of a severance package (pay). Should said employee commit an offense deemed serious enough for dismissal but not an actual felony, the Selectmen and Union Representatives shall bargain in good faith to determine what, if any severance pay shall be due said employee.

30.6 Employees who are absent from work for more than five (5) consecutive working days and who have not been granted a leave of absence during that period or who do not present justifiable evidence showing they were unable to report shall be deemed to have quit.

30.7 The personnel record of any employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions committed during the intervening period.

30.8 The personnel record of any employee will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no similar infractions committed during the intervening period.

ARTICLE 31 GRIEVANCE PROCEDURE

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

STEP 1 An employee having a grievance may discuss the grievance with the Management supervisor responsible for the matter being grieved within eight (8) working days from the date of the event giving rise to the grievance or the date the employee could reasonably been first made aware of the event. Such grievance shall be discussed between the employee, the Union representative and Management. The Management supervisor shall give his/her answers within five (5) working days from the date he/she receives notice of the grievance.

STEP 2 If the grievant or the Union disagrees with the decision of the Management supervisor and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article and section violated, the specific grievance and remedy desired to the Town Administrator within five (5) work day from the date of the decision of the Management supervisor was rendered. The Town Administrator shall render his/her decision within five (5) work days from the date he/she receives the grievance.

STEP 3 If no settlement is reached as a result of Step 2, the Union may submit in writing a request to a mutually agreed upon neutral arbitration agency or the American Arbitration Association to appoint an arbitrator to resolve said grievance. Such action to be filed within thirty (30) working days after Step 2 has occurred or a decision has been reached.

31.2 The cost of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for payment of the expenses of witnesses who are not Town employees who are called by them.

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

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

ARTICLE 32 WAGE RATES

32.1 Effective January 1, 2011, January 1, 2012 and January 1, 2013 Wage Rates Schedules shall be as provided in Appendix 1, Appendix 2 and Appendix 3 respectively. Movement from DOH (date of hire) to EOP (end of probation) shall be effective upon completion of an employee's six (6) month probationary period. If an employee successfully completes the probationary period he/she shall receive retroactive payment of the EOP rate for the period of day 91 through day 180 of the probationary period. Progression from the EOP rate to the JOB RATE shall be upon completion of one (1) year from the date of hire/promotion. The wage progression from DOH to Job RATE may be waived at management's discretion.

32.2 Wage Increase

A. Effective January 1, 2011 all employees shall receive a three per cent (3%) increase as per Appendix 1.
B. Effective January 1, 2012 all employees shall receive a three per cent (3%) increase as per Appendix 2.
C. Effective January 1, 2013 all employees shall receive a three per cent (3%) increase as per Appendix 3.
D. If management desires to increase the wage of a specific classification the union agrees to discuss the possibility of negotiating a wage increase on a case-by-case basis.

APPENDIX 1 - OSSIPEE – AFSCME

ARTICLE 32

WAGE RATE SCHEDULE – EFFECTIVE JANUARY 1, 2011

POSITION	DOH	EOP RATE	JOB RATE
Custodian	11.72	12.41	13.06
Attendant	12.02	12.65	13.32
Clerical/Laborer	14.08	14.82	15.60
Transfer Station Op.	13.65	15.79	16.61
Truck Driver	16.05	16.88	17.80
Equip. Oper.	16.96	17.85	18.92
Transfer Station Fore.	17.98	18.93	19.92
Asst. Wrk. Fore.	17.81	18.74	19.73
Rec. Dir.	753.06	792.70	834.42
High. Fore./W&S Dir.	21.50	22.65	23.83
Acct. & Fin.	17.37	18.28	19.25
Secty.	15.33	16.16	17.01
Asses. Supr.	15.19	16.00	16.83

APPENDIX 2 - OSSIPEE – AFSCME 534

ARTICLE 32

WAGE RATE SCHEDULE – EFFECTIVE JANUARY 1, 2012

POSITION	DOH	EOP RATE	JOB RATE
Custodian	12.07	12.78	13.45
Attendant	12.38	13.03	13.72
Clerical/Laborer	14.50	15.26	16.07
Transfer Station Op.	14.06	16.26	17.11
Truck Driver	16.53	17.39	18.33
Equip. Oper.	17.47	18.39	19.49
Transfer Station Fore.	18.52	19.50	20.52
Asst. Wrk. Fore.	18.34	19.30	20.32
Rec. Dir.	775.65	816.48	859.45
High. Fore./W&S Dir.	22.15	23.33	24.54
Acct. & Fin.	17.89	18.83	19.83
Secty.	15.79	16.64	17.52
Asses. Supr.	15.65	16.48	17.33

APPENDIX 3 – OSSIPEE – AFSCME 534

ARTICLE 32

WAGE RATE SCHEDULE – EFFECTIVE JANUARY 1, 2013

POSITION	DOH	EOP RATE	JOB RATE
Custodian	12.43	13.16	13.85
Attendant	12.75	13.42	14.13
Clerical/Laborer	14.94	15.72	16.55
Transfer Station Op.	14.48	16.75	17.62
Truck Driver	17.03	17.91	18.88
Equip. Oper.	17.99	18.94	20.07
Transfer Station Fore.	19.08	20.09	21.14
Asst. Wrk. Fore.	18.89	19.88	20.93
Rec. Dir.	798.92	840.97	885.23
High. Fore./W&S Dir.	22.81	24.03	25.28
Acct. & Fin.	18.43	19.39	20.43
Secty.	16.26	17.14	18.05
Asses. Supr.	16.12	16.97	17.85

ARTICLE 33 NEW HAMPSHIRE STATE RETIREMENT SYSTEM

33.1 The Town agrees to contribute towards the New Hampshire State Retirement System for those employees participating in said program in accordance with State requirements.

ARTICLE 34 LONGEVITY

34.1 For employees on payroll longevity payments shall be made in a separate check on the first (1st) pay period in December each year as follows:

1- 5 years	$200.00 per fiscal year
6 – 10 years	300.00 per fiscal year
11 – 15 years	400.00 per fiscal year
16 – 20 years	500.00 per fiscal year
21 – 25 years	800.00 per fiscal year
26 – 30 years	1,000.00 per fiscal year
31 – 35 years	1,200.00 per fiscal year
36 or more	1,400.00 per fiscal year

ARTICLE 35 SEVERANCE PAY

35.1 Permanent employees, upon leaving the employ of the Town shall be entitled to severance pay in accordance with the following:

After 5 years of service	2 weeks
After 10 years of service	4 weeks
After 15 years of service	6 weeks
After 20 years of service	8 weeks
After 25 years of service	10 weeks

Severance pay shall be computed on the employee's current hourly rate.

ARTICLE 36 SEVERABILITY

36.1 In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other article and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void or invalid had never been incorporated into this Agreement, except that the parties agree to meet within

ninety (90) days to negotiate a substitute for the invalidated article or section thereof.

ARTICLE 37 TERMINATION

37.1 This Agreement shall be in full force and effect from April 1, 2011 to March 31, 2013, except as specified in individual articles and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

37.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate change and revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) calendar days prior to the budget submission date of any subsequent year, advising such party desires to revise or change terms or conditions of such Agreement and specifies the Article(s) to be renegotiated.

Signature Page

FOR AFSCME LOCAL 534

FOR THE TOWN OF OSSIPEE

Date: Jan 24, 2011

Date: Jan 24 2011