

PERB

**UNION CONTRACT**

**BETWEEN**

**THE TOWN OF RAYMOND**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 93**

## AGREEMENT

THIS AGREEMENT is made and entered into by the Town of Raymond, New Hampshire, and the American Federation of State, County and Municipal Employees, Council 93, Local 863 representing certain employees of the Town of Raymond, New Hampshire, who are members of the Bargaining Unit, as hereinafter defined.

THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS A RESULT OF COLLECTIVE BARGAINING AS FOLLOWS:

### ARTICLE 1 DEFINITIONS

- 1.1 "Raymond" or "Town" means the Town of Raymond.
- 1.2 "Selectmen" means the Board of Selectmen of Raymond, or its duly authorized agents.
- 1.3 "Employee" means a regular, full-time or part-time employee who is employed in a position in the Bargaining Unit certified by PELRB on March 10, 2005 who has successfully completed his or her initial probationary period hereunder.
- 1.4 "PELRB" means the Public Employee Labor Relations Board of the State of New Hampshire.
- 1.5 "Personnel Policy" means the Town of Raymond Personnel Policy.
- 1.6 "Union" means American Federation of State, County and Municipal Employees, Council 93, Local 863.

### ARTICLE 2 RECOGNITION

2.1 The Town of Raymond hereby recognizes the Union as the exclusive bargaining representative pursuant to RSA 273-A and PELRB certification G-0013 (Appendix A), for regular, full-time and part-time employees as follows:

Included positions: Administrative Assistant/Planning, Assessing Clerk, Payroll Clerk, Clerk, Secretary, Assistant Recreation Director, Story Time Coordinator, Library Aide, Custodian, Laborer, Janitor, Equipment Operator/Truck Driver/Laborer, Equipment Operator/Truck Driver/Laborer/Mechanic.

Excluded positions: All other Employees of the Town.

It is specifically agreed by the parties hereto that this Agreement applies only to regular, full-time and part-time Employees in the job classifications expressly included in this Agreement.

2.2 All newly hired or appointed Employees shall serve an initial probationary period of not more than one year as determined by the Town Manager. Employees serving an initial probationary period are not entitled to representation by the Union and are not covered by this Agreement. Upon successful completion of the initial probationary period and attaining full-time or

part-time Employee status in one of the included job classifications, an Employee is entitled to be represented by the Union and covered by this Agreement. Matters concerning Employees serving an initial probationary period are not subject to any grievance procedures.

2.3 The Town agrees to recognize the duly elected officers of AFSCME Council 93, Local 863 as those authorized to conduct business between the Town and the Union.

### ARTICLE 3 COMPLIANCE WITH LAWS: NON-DISCRIMINATION

3.1 Compliance with Laws. The Union, the Employees and the Town agree to abide by the term of applicable State and Federal laws and regulations and local ordinances, including, without limitation by reason of enumeration, those pertaining to military leave; workers' compensation; and strikes and job action under RSA 273-A.

3.2 Non-Discrimination. The Town and the Union agree not to discriminate in any way against any individual with respect to hiring, compensation or terms or conditions of employment because of such individual's religion, race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Nothing in this Agreement will prohibit the employer from making reasonable job assignments and/or reasonable accommodation where such are necessary to comply with the American with Disability Act or an employment decision where age or physical conditions are bona fide qualifications for employment.

### ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, or to the extent the issue has been determined by decisional law, all of the authority, power, rights, jurisdiction, and responsibility of the Town and the Departments are retained and reserved exclusively to the Town and the Department Heads including, but not limited to, the right to manage the affairs of the Town and the Departments and to maintain and improve efficiency of its operations; to determine methods, means, processes, equipment and personnel, including technology, by which operations are to be conducted; to determine the size and direct the activities of the Departments; the Departments' organizational structures; to determine the schedule, work week and hours of work and the assignment of employees to work; to establish new job classifications and job duties and functions; the standard of services to be provided, and the standards of productivity and performance of Employees; to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees; and for just cause and reason to discipline, suspend, demote and discharge employees; to promulgate and support reasonable rules and regulations pertaining to operations in accordance with the provisions of RSA 273:A It is further specifically agreed that this Article is not subject to any grievance proceeding.

4.2 Delivery of services to the public in the most efficient, effective and productive manner is of paramount interest and importance to the Town and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities under this Agreement.

### ARTICLE 5 NO STRIKES

5.1 No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, or slowdown or any job action or activity which interferes with the normal operation of the Town or the withholding of services to the Town.

5.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 5.1 above.

5.3 In the event of a work stoppage, picketing, or any other curtailment by the Union or the Employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the Employees, and order said Employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the Town. The Union shall do everything in its power to obtain the return to work from said Employees.

5.4 In the event of any activity referred to in Section 5.1 above, any Employee(s) participating in it shall be subject to disciplinary action, up to and including immediate dismissal.

#### ARTICLE 6 UNION MEMBERSHIP; DEDUCTIONS

6.1 No Employee shall be required, as a condition of obtaining or retaining employment, to join or refrain from joining the Union.

6.2 The Town agrees to deduct, from Employee payroll, Union dues or "fair share" service payments equal to monthly Union dues for each Employee upon receipt of written authorization for such deductions. Requests for deduction shall be in writing, signed by the Employee, on an authorization card supplied by the Union in a form acceptable to the Town. Deductions shall be made from the Employee's paycheck for the amount of dues or service payments for that month as certified by the Local Treasurer. The Town agrees to pay over to the Business Manager for the Union, the amounts so deducted on a monthly basis. The Union shall promptly inform the Town of the correct name and address of the local Treasurer. Payment shall be sent by the 15th of the month for the previous month's deductions to: Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108.

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

If an Employee has no check coming in any pay period, or if the check is not large enough after other deductions to pay dues or service payments, then no deduction is made for that Employee and no payment is required of the Town. In no case is the Town required to collect fines or assessments for the Union beyond regular dues or service payments.

No money collected as service fees may be used for PAC, fund-raising or political purposes.

6.3 Indemnification - The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by any reason of, any action taken by the Town or any Department of the Town for the purpose of complying with the provisions of this Article.

#### ARTICLE 7 PROMOTIONS: TRANSFERS: HIRING

7.1 The Town has the sole right to hire personnel, fill vacancies, and make promotions and transfers.

#### ARTICLE 8 SENIORITY

8.1 In this Article, "Department Seniority" means the length of time that an Employee has been continuously employed, full-time within the same department.

Until an Employee has successfully completed the initial probationary period, the Employee shall have no seniority status. An Employee, serving an initial probationary period, who becomes a regular, full-time Employee, shall have seniority computed from the date of original hire in the Department.

#### ARTICLE 9 HOURS OF WORK;

9.1 Hours of Work. The normal work week and work day shall be established to comply with applicable State and Federal laws. As may be allowed by law, the normal work week shall consist of 40 hours. Overtime rates shall take effect after 40 hours. Town rules shall establish the normal work week, work days, and shift rotations. The Town shall have the right to implement the use of time clocks or equivalents, including corresponding policy, for use by Employees.

9.2 Overtime. Pay for work on overtime shall be at the rate of 1 and 1/2 times the Employee's then current regular, hourly rate. Overtime shall be worked as assigned, except for due cause. In computing hours worked for the purposes of overtime, hours of actual work shall be utilized. For purposes of this section "hours of actual work" shall include holiday time. In an emergency, all able-bodied Employees are expected to work as may be assigned. There shall be no pyramiding of overtime.

9.2A If no full-time personnel are available to cover the shift, call personnel will be contacted (these individuals to be listed on the Mandatory Recall list).

#### 9.2B Overtime Pay – Emergency/Winter Storm Operations

- (a) All full-time employees who are paid on an hourly basis shall earn overtime payment at the rate of time and one-half during emergency operations (as deemed by department head or Town Manager) for all hours worked outside of normal working hours.

- (b) The Town Manager, Department Head, or the designee on the department head's behalf, may require employees to take time off after an extended period of hours worked. This will not affect payment of time and one-half for hours worked outside of normal working hours.

9.2C If no call personnel are available, any full-time department Employee may then be called to cover the shift in the following manner: A Mandatory Recall list shall be established, and accurate records maintained regarding the use of the mandatory recall system. The Mandatory Recall list shall include all qualified personnel who have completed their Field Training period. The Mandatory Recall list shall reflect the order in which available personnel are to be called. The Employee at the top of the list will then be recalled. After an Employee is recalled, he/she shall then be placed at the bottom of the Mandatory Recall list. At such time that an Employee has completed their Field Training period, the Employee's name shall then be placed at the top of the Mandatory Recall list. On any day an Employee reports to work at Employer's request or is called in to report to work for emergency/winter storm operations, Employee shall be paid not less than two (2) hour's pay at his/her regular rate of pay; provided that if Employer makes a good faith effort to notify an Employee not to report to work, Employer shall not be liable to pay said minimum two (2) hour's pay.

9.2D No Employee may withdraw from a shift or detail that he/she signs up for without first making provisions for that shift or detail to be covered. There will be no split shifts.

#### ARTICLE 10 WAGES

10.1 For the period of this Contract, commencing upon approval of cost items by the Raymond Town meeting, the wage rates for the Employees shall be as follows:

Effective January 1, 2006 the current hourly rate of pay for each bargaining unit employees shall be increased by four percent (4%).

Effective April 1, 2007, the current hourly rate of pay for each bargaining unit employees shall be increased by four percent (4%).

Effective April 1, 2008, the current hourly rate of pay for each bargaining unit employees shall be increased by four percent (4%).

Effective April 1, 2009, the current hourly rate of pay for each bargaining unit employees shall be increased by four percent (4%).

Effective April 1, 2010, the current hourly rate of pay for each bargaining unit employees shall be increased by four percent (4%).

A copy of the applicable wage scales shall be attached to this agreement as Appendix A.

10.2 In consideration of the wages paid under this Article, the Union and the Employees expressly agree that work shall be performed in a competent, workmanlike manner.

## ARTICLE 11 BENEFITS

11.1 GENERAL POLICY: Leave is authorized absence during regularly scheduled work hours that is approved by the proper authority. Leave may be authorized with or without pay and shall be granted in accordance with the following guidelines on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.

11.2 PROCEDURE FOR REQUESTING LEAVE: All leave other than holiday, sick, injury, or emergency leave must be requested and approved by the Town Manager or Department Head prior to the taking of leave. In the case of illness, injury, or emergencies, employees shall notify the Department Head prior to the time set for their regularly scheduled working hours or as soon as possible thereafter. Requests for leave without pay must be made in writing and approved by the Town Manager. An employee will not be paid for any absence from scheduled working hours unless such absence is approved by the Town Manager, his designee or the Department Head.

11.3 HOLIDAY LEAVE: The Town of Raymond recognizes only the following days as holidays:

New Year's Day  
Civil Rights Day  
Presidents Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day and the Day After Thanksgiving  
Christmas Day

On days which are recognized as holidays employees shall be excused from all duty not required, in the opinion of the Town Manager, to maintain essential services. The Town Office Building will be closed on all of the above holidays. Employees shall not receive holiday pay for any period during which they are on layoff or other leaves of absences without pay.

(1) SATURDAY HOLIDAYS: When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday.

(2) SUNDAY HOLIDAYS: When any of the above holidays fall on a Sunday, the following Monday will be a legal holiday.

(3) WORK ON HOLIDAYS:

(a) Full-time and regular part-time employees who are required to work on the above holidays, shall be paid at their regular rate of pay for hours actually worked on the holiday. In addition they will receive the amount equal to the holiday they are entitled to (eight (8) hours or proration if regular part time) as holiday pay.

- (b) Part-time employees who are required to work on legally designated holidays (i.e.: December 25th, Thanksgiving Day, July 4th, etc.) shall be compensated at the rate of time and one half of their regular pay. This shall not necessarily be the same days the regular employees receive as "holiday" time.

11.4 VACATION LEAVE: All regular full-time and regular part-time employees shall be entitled to vacation leave as herein stated.

Vacation leave shall be based upon the normal hours worked by an employee during a regular work week and years of continued service. Example – If an employee is regularly scheduled to work five (5) hours per day, each "day" of vacation leave shall equal five (5) hours.

Employees shall earn vacation leave based upon their hire date. All employees shall accrue vacation leave in accordance with the chart below ("Accrual System"). For Employees hired before July 1, 1995, the Accrual System shall take effect on January 1, 2007. For all other Employees, the Accrual System shall take effect on the Effective Date of this Agreement.

<u>YEARS OF CONTINUED SERVICE</u>	<u>EIGHT HOUR WORK DAY</u>
0-4 YEARS OF EMPLOYMENT	2.00 HRS/WK (104.00 HRS/YEAR)
5-9 YEARS OF EMPLOYMENT	2.77 HRS/WK (144.04 HRS/YEAR)
10-19 YEARS OF EMPLOYMENT	3.539 HRS/WK (184.02 HRS/YEAR)
20-++ YEARS OF EMPLOYMENT	4.308 HRS/WK (224.01 HRS/YEAR)

NOTE: ALL OTHER REGULAR PART-TIME VACATION LEAVE WILL BE FORMULATED ACCORDINGLY. (i.e. four hour work day would be 1.00 hour per week for a total of 52 hours per year of annual leave, etc.)

In each calendar year, an employee may borrow up to that year's allotment of vacation days in advance of accrual, provided that the employee signs a Pay Deduction Authorization Form which authorizes the Town to deduct used but unearned vacation days from the employee's last pay check if the employee terminates employment before the borrowed days are earned.

- (3) VACATION SCHEDULING: The Department Head will determine the annual vacation schedule of each employee under his supervision, taking into consideration the best interests of the Town, the particular needs of the department, and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the Department Head on the basis of seniority, particular assignments of employees, and upcoming department workload.
- (4) VACATION LEAVE SETTLEMENT UPON TERMINATION OF EMPLOYMENT Upon successful completion of their initial probationary period, employees who are eligible for vacation and whose employment is terminated shall be paid an amount equal to all accrued vacation pay earned but not paid or taken.

- (5) DEATH OF EMPLOYEE ELIGIBLE FOR VACATION: Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary as listed in the employee's personnel records or life insurance application, in an amount equal to the vacation pay earned but not paid or taken.
- (6) VACATION AS SICK LEAVE: Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.
- (7) SICKNESS WHILE ON VACATION: With the approval of the Town Manager who may require a physician's statement, an employee who becomes ill while on vacation may change those days when ill to sick leave.
- (8) INITIAL PROBATION PERIOD (I.P.P.): Upon successful completion of the I.P.P. period, annual leave may be taken at any time mutually agreed upon by the employee and the Town. Cooperation is expected between employee and the Town regarding when annual leave will be taken, but the final decision will be that of the Department Head as specified in Subsection 3 above.
- (9) VACATION POLICY: Accrued vacation leave may be taken all at once, several days at a time, in parts of days (minimum of 2 hours) subject to Subsection 3 above. Up to one (1) week may be accumulated and carried over into the following year with the prior approval of the Town Manager. The carried over hours must be used in the year carried over to. Any additional vacation time accrued but not used will be lost and employee will not be compensated for such time. Employees seeking to carry over more than one (1) week may request prior approval from the Town Manager. Such approval shall be at the Town's Manager's sole discretion. Vacation leave is provided for the purpose of rest and recuperation with a view to future service in the best interest of the Town, and as such all employees with two or three weeks of accrued vacation must take this time off from work. Employees with four or five weeks of accrued vacation may elect to remain on the job for the 4<sup>th</sup> or the 4<sup>th</sup> and 5<sup>th</sup> weeks, respectively, at the discretion of his or her department head. If the employee opts to remain on the job for the 4<sup>th</sup> or 5<sup>th</sup> weeks, he or she will be entitled to his accrued vacation pay in addition to his regular earnings.
- (10) HOLIDAY DURING VACATION: If a regular paid holiday occurs during the taking of accrued vacation, it will not be counted as a day of leave.

11.5 SICK LEAVE: Sick leave, whether paid or unpaid, shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual illness or disability of the employee, or because of illness in the employee's immediate family, or to take physical or dental examinations or other sickness prevention measures.

- (1) Accumulation - Each regular full-time or regular part-time employee will earn one sick day per month (recorded on the last day of the month). The maximum number of sick days that any employee can accumulate at any one time during their employment is ninety (90) days. Employees shall not be paid for any accumulated sick leave upon termination of employment whether voluntary or involuntary.
- (2) Immediate Family - shall include the following family members: Spouse, child, mother, father, mother-in-law, father-in-law or, other relative living in the same household.

- (3) **Additional Sick Leave Request (Paid or Unpaid)** - If accumulated vacation and sick leave have been, or are about to be exhausted, an employee may make application in writing for an additional allowance of sick leave, whether paid or unpaid. Additional allowances may be authorized by the Town Manager after reviewing all of the circumstances, performance, and other facts relevant to his/her request for the additional allowance. Accumulated sick leave bank time may be granted at Employer's discretion.
- (4) **Reporting Absence:** In order to receive compensation while on sick leave, the employee shall notify the department head as early as possible, preferably before the start of the regularly scheduled work day on the first day of absence.
- (5) **Physician's Certificate:** For absence under this section, the Town Manager or Department Head Manager may require evidence in the form of a physician's certificate showing the necessity for the absence and the expected duration.

**11.6 WORK RELATED INJURY LEAVE:** Injury leave shall mean paid sick leave given to an employee due to absence from work caused by an accident, injury, or disease which occurs while performing, or as a result of having performed the duties of their position. Sick leave may be used to supplement Workers Compensation Insurance payments for any regular and regular part-time employee's pay who is absent due to an on-the-job injury to ensure a regular week's pay, but not to exceed it.

- (1) Employees are responsible for immediately notifying their supervisor as soon as possible, but in no case later than the end of that work shift.
- (2) The supervisor is then responsible for seeing that a report of injury is filed with the Town Manager immediately. The Town Manager will then be responsible for filing the required state and insurance reports.
- (3) In the case of a slight injury which requires only "first aid," the employee and supervisor are still responsible for completing and filing an injury report with the Town Manager. If the injury later requires medical attention, the employee and supervisor should then notify the Town Manager immediately that it has become a medical claim.

Employees shall notify their supervisor of non-work related injuries (or a diminishment in their ability to perform their normally scheduled duties) prior to reporting to work.

**11.7 BEREAVEMENT LEAVE:** The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of an immediate member of his/her family and to relieve him/her of the concern over the loss of earnings on the regularly scheduled work days immediately following the death.

The Town Manager or Department Head shall grant, upon the request of a regular employee, up to three working days bereavement leave without loss of pay upon the death in the employee's immediate family, such as the employee's spouse, mother, father, child, brother, sister, father-in-law, mother-in-law, grandmother, grandfather or other relative living in the immediate household. Such leave may be used on nonconsecutive days by Employee in order to reasonably attend to the loss of immediate family member.

One day off from work without loss of pay will be allowed for the death of a family member not listed above.

11.8 COURT OR JURY LEAVE: An employee summoned to jury duty or for a town related appearance before a court or other public body, not resulting from his own request or his violation of the law, will be granted a leave of absence with pay for the required period necessary to perform this duty. An employee who receives a jury notice or subpoena to testify due to Town related matters, should notify his Department Head immediately.

- (1) An employee will receive his regular salary when called to serve on a jury or to appear before a court on a town related matter. An employee who receives compensation from the court will be paid the difference between court pay and the employee's regular pay. In the case of key employees, the Town reserves the right to request exemption from the requesting court.

11.9 MILITARY LEAVE: An employee entering regular military service or military reserves will be provided a leave of absence (without pay, except as provided below) and will be entitled to all employment rights and other benefits provided for by federal and state law.

- (1) Employee Responsibility: It is the employee's responsibility to:

- (a) Notify his Department Head of the date(s) he is leaving for military service.
- (b) Provide written proof from military or selective service officials to the Town Manager, including date of departure and length of service required.
- (c) Submit a military pay voucher or military pay form to the Town Manager before any adjustment will be made. An employee in the military reserve shall be paid the difference between compensation rates paid the employee by the department; provided that such payment by the department shall be limited to a period not to exceed fifteen working days in any twelve month period and shall not include payment to members of the national Guard who may be mobilized during an emergency in the State. Supplemental payment will only be made for regularly scheduled work days.

11.10 LEAVE FOR MATERNITY REASONS: A leave of absence for maternity reasons may be granted on approval of the Town Manager for the period of incapacitation due to pregnancy and for any time after delivery needed to adjust or make arrangements for care of the child. Such absence may be treated as sick leave, vacation leave, leave without pay or a combination of the three.

- (1) Retention of Benefits – When the employee is physically able to return to work employee's original position or a comparable position will be made available to employee unless business necessity makes this impossible or unreasonable. Upon return from leave, employee will resume the same seniority, status and benefits held before the leave.

11.11 CRIME VICTIM EMPLOYMENT LEAVE ACT: As set forth in RSA 275:61, an employee who is a victim of a crime shall be entitled to an unpaid leave from work so that the employee may attend court or other legal or investigative proceedings associated with the prosecution of the

crime. An employee exercising his or her rights hereunder shall first use his or her accrued sick time and vacation time after which such leave shall be unpaid. Before an employee may leave work under this section, he or she shall provide the Town with a copy of the notice of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency responsible for providing notice to the employee.

11.12 TEMPORARY ALTERNATIVE DUTY POLICY STATEMENT: In compliance with RSA-281-A:23-b, the Town of Raymond may provide temporary alternative work opportunities to all employees disabled by a work related injury or illness. As soon as the treating physician has released the employee to lighter duties than the regular position requires, the employee may be called upon to return to employment in a temporary alternative position. Such reassignment may be different duties or a different work schedule and may include assignment to a different department or position within the Town of Raymond.

11.13 Health Insurance. The Town shall provide group health insurance for full-time Employees and part-time Employees (working a minimum of 20 hours/week) as follows with the Employee providing the following co-payment

1<sup>st</sup> year of Agreement:

Town shall pay ninety-seven percent (97%) of the premium.  
Employee shall pay three percent (3%) of the premium.

2<sup>nd</sup> year of this Agreement:

Town shall pay ninety-four percent (94%) of the premium.  
Employee shall pay six percent (6%) of the premium.

3<sup>rd</sup> year of this Agreement:

Town shall pay ninety-one percent (91%) of the premium.  
Employee shall pay nine percent (9%) of the premium.

4<sup>th</sup> year of this Agreement:

Town shall pay eighty-eight percent (88%) of the premium.  
Employee shall pay twelve percent (12%) of the premium.

5<sup>th</sup> year of this Agreement:

Town shall pay eighty-five percent (85%) of the premium.  
Employee shall pay fifteen percent (15%) of the premium.

For Employees hired after January 1, 2005, the above schedule shall not apply, but instead as of the Effective Date of this Agreement the Town shall pay eighty-five percent (85%) of the premium and the Employee shall pay fifteen percent (15%) of the premium.

If the Town Manager determines that comparable coverage, with no decrease in the level of benefits, under a different provider or program is available, the Town Manager may, in his sole discretion, switch health insurance coverage to that provider or program. In such event, the Town

Manager shall provide the Union and the Employees with adequate advance notice of the proposed plan and shall fully consider any timely input or concerns related thereto expressed by the Union or Employees prior to implementation of the change.

The Town shall have the ability to provide an insurance "buyout" option for Employees that are covered by insurance from another source other than the Town. In such situations, if the Employee elects not to be covered by the Town's health insurance, then the Town shall reimburse the Employee not less than fifteen percent (15%) of the premium savings realized by the Town as a result of the Employee's election not to be covered. Such percentage, above such 15% minimum, shall be set by the Town as a managerial prerogative. An employee will not be eligible for such buy out option where employee opts out of Town provided insurance but receives insurance from the Town through an otherwise eligible relative who is an employee of the Town.

11.14 Life Insurance. The Town shall provide term life insurance in an amount determined by the Town for each Employee in the unit, with the Town paying the premium. The Employee shall provide such information, including designation of beneficiary, as may reasonably be required.

11.14A Disability. The Town shall provide and pay the premium for a disability insurance program for the Employees as presently in effect. Coverage will be standard accident, death and dismemberment coverage, not job related.

11.15 Retirement Contribution. The Town shall continue to make contributions to the New Hampshire Retirement System as required by law.

11.16 Employee Expenses. All Employees traveling on Town business, or using personal assets for Town purchases, shall be entitled to reimbursement of their expenses according to the following schedule:

Automobile expenses-	IRS rate per mile
Lodging and Meals-	All reasonable expenses
Purchases-	All verified expenses

All travel expenses must be itemized, with receipts attached, if possible, on a Town expense voucher, to be approved by the Department Head or Town Manager prior to reimbursement.

11.17 Family and Medical Leave The Town shall comply with the requirements of the Family and Medical Leave Act of 1993 as amended.

## ARTICLE 12 REQUIREMENTS OF EMPLOYEES

12.1 Training. All Employees shall fully comply with all training requirements of their Departments. Off-duty personnel required to attend training shall be compensated for actual time worked during training.

12.2 Off Duty Conduct of Employees. Employees shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves and the Town. No Employee shall at any time be guilty of an act or omission which impedes, injures or hinders progress, welfare, efficiency or the good name of the Town.

### ARTICLE 13

#### WORK RULES

The Town may prepare, insure and enforce rules and safety regulations necessary for the safe, orderly and efficient operation, which are not inconsistent with this Agreement or State and Federal laws. Employees shall comply with all safety rules and regulations established by the Town.

### ARTICLE 14

#### DISCIPLINARY PROCEDURES

Disciplinary action will be for just cause and 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. All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the Employee(s) and the Union within five (5) work days from the date of such suspension or discharge.

### ARTICLE 15

#### GRIEVANCE PROCEDURE

15.1 Definition: A Grievance is defined as any dispute arising under the terms of the Agreement.

Note: An Employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) business days exclusive of weekends and holidays. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated and the relief requested and the extent.

#### 15.2 Procedure

Step One:

An Employee desiring to process a grievance must file a written statement of the grievance to their Department Head no later than ten (10) business days, exclusive of weekends and holidays, after the Employee knew the facts on which the grievance is based. The Department Head or their

designee shall meet with the Employee within five (5) business days, exclusive of weekends and holidays, following receipt of the notice and shall give a written decision within ten (10) business days, exclusive of weekends and holidays, thereafter.

Step Two:

If the Union is not satisfied with the decision of the Department Head, it may file, within five (5) business days, exclusive of weekends and holidays, a written statement to the Town Manager setting forth the specific reasons why the Union believes the Agreement is being violated by the Town and the action in question. Within twelve (12) business days, exclusive of weekends and holidays, following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) business days, exclusive of weekends and holidays, following receipt of the appeal and written decision shall be rendered within five (5) business days, exclusive of weekends and holidays, thereafter.

Step Three:

If the Union is not satisfied with the decision of the Town Manager, the Union may file, within twenty (20) business days, exclusive of weekends and holidays, following the receipt of the decision of the Town Manager, a request for arbitration to the New Hampshire Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decisions of the arbitrator shall be advisory only.

The arbitrator's decision will be referred to the Board of Selectmen who, after review, will submit a recommendation to the Town Manager who will seriously consider such recommendation. The Town Manager will consider the arbitrator's decision, the Board's recommendation and make a final determination. The decision of the Town Manager shall be final.

15.3 The cost of the arbitrator shall be borne equally by the Town and the Union.

#### ARTICLE 16 PHYSICAL EXAMINATION/DRUG TESTING

The Town shall have the right to require a physical examination of any of the Employees either as a prerequisite to obtaining employment (after a conditional offer has been made) or as a condition of continuing employment. If a physician of the Town shall certify that the medical (physical or mental) condition of any Employee constitutes a danger to the health, safety, or welfare to himself/herself or to others, this shall constitute grounds for temporary suspension or discharge. The Town shall have the right to require any Employee or applicant to submit to drug test(s), as required by the Town.

#### ARTICLE 17 NATURE OF THE AGREEMENT

It is acknowledged that during the negotiations which have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 18  
SAVING CLAUSE

If any portion of this Agreement is found to violate State Law or Town ordinance or is found to be unlawful and unenforceable by any Court or competent jurisdiction, or has the effect of loss to the Town of funds made available through State or Federal law, rule or regulation, then such specific portion shall be amended to the extent necessary to conform with such law, rule or regulation; however, the remainder of this Agreement shall continue in full force and effect. The parties agree to meet to negotiate only that portion affected, but neither party is required to make concessions to reach agreement.

ARTICLE 19  
COST ITEMS

The cost items contained in this Agreement shall not become effective unless and until approved by the Raymond Town Meetings.

ARTICLE 20  
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and together with any letters of understanding executed concurrently (or after) with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE 21  
EFFECTIVE DATE; RENEWAL

This Agreement shall be in effect from the date of its execution (the "Effective Date") through March 31, 2011. No provision in the contract shall be given retroactive effect or interpretation, except as expressly provided. By mutual agreement, the parties may extend the terms of this Agreement, with or without modification as may be agreed by the parties. Either party desiring to extend this Contract or to enter negotiations for a new Contract upon the expiration hereof shall give notice thereof at least 120 days prior to the Raymond Budget Submission Date in the year following its expiration.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed, on the dates indicated, by their duly authorized officials or representatives.

TOWN OF RAYMOND

By Its Selectmen:

DATED: \_\_\_\_\_ John S. Barnes, Jr.  
John S. Barnes, Jr.  
DATED: \_\_\_\_\_ Harold R. Wood, Jr.  
Harold R. Wood, Jr.  
DATED: \_\_\_\_\_ Franklin C. Bishop  
Franklin C. Bishop  
DATED: \_\_\_\_\_ Gregory Bemis  
Gregory Bemis  
DATED: \_\_\_\_\_ Timothy E. Augfair  
Timothy E. Augfair

AFSCME, COUNCIL 93, LOCAL 863

DATED: 3-21-06 \_\_\_\_\_  
DATED: \_\_\_\_\_  
DATED: \_\_\_\_\_  
DATED: \_\_\_\_\_  
DATED: \_\_\_\_\_  
DATED: \_\_\_\_\_

THE STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

CASE NO. G-0013-1

UNION COUNCIL 93,

v.

TOWN OF RAYMOND

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 1<sup>st</sup> day of January, 2006, by and between **AFSCME COUNCIL 93** (hereinafter referred to as "UNION"), and **THE TOWN OF RAYMOND** (hereinafter referred to as "TOWN").

WHEREAS, UNION filed an Improper Labor Practice charge with the Public Employees Labor Relations Board ("PELRB") alleging violation of RSA 273-A against the TOWN, Case No. G-0013-1.

WHEREAS, UNION and TOWN (hereinafter the "Parties") desire to compromise, settle, buy peace from and terminate any and all known and unknown disputes, claims, controversies, demands, actions, causes of action, and litigation as exists between them arising from the facts underlying the pending Case No. G-0013-1 pending before the PELRB and, as a result, avoid the nuisance, time, and expense of litigation.

NOW THEREFORE, in consideration of the mutual promises recited herein, the Parties agree as follows:

1. Withdrawal of Claim. UNION hereby agrees to withdraw with prejudice the claim it filed with the PELRB against the TOWN, Case G-0013-1.
2. No Admission. The Parties agree that any consideration given or paid with respect to this Agreement is in compromise of disputed claims and that the giving of consideration in exchange for the general release is not and will not be considered as an admission of liability or wrongdoing by TOWN or UNION

3. Payments. Upon the UNION's execution and return of this Agreement to TOWN, withdrawal with prejudice of the above referenced Claim and the fulfillment of the contingency referenced in section 4 herein, the TOWN agrees to implement effective January 1, 2006, the 2005 discretionary wage increases for employees within the bargaining unit PELRB certification G-0013 ("Employees"). There shall be no retroactive effect with regards to such increase beyond January 1, 2006. Additionally, the Town agrees to implement effective as of the applicable employee's anniversary date of hire in 2004, the discretionary wage increase for the employee who did not, to date, receive a performance evaluation for 2004 and its corresponding wage increase. Employees shall not be entitled to any additional wage increases other than specified above and those specified in the proposed Collective Bargaining Agreement between the parties, attached hereto as Exhibit A ("Collective Bargaining Agreement").

4. Contingency. This Stipulation of Settlement shall be contingent upon the requisite approval of the proposed Collective Bargaining Agreement. Such approval shall be obtained within six (6) months from the date set forth above. Should such requisite approval not be obtained this Stipulation of Settlement shall be null and void. Additionally, if such requisite approval not be obtained, the TOWN'S offer in said proposed Collective Bargaining Agreement is withdrawn and the parties shall continue to bargain in good faith.

5. General Release by UNION. In consideration of the payments to be made by TOWN described in paragraph three (3) and the mutual promises, covenants, agreements, and representations contained herein, UNION, on behalf of itself, its members, fully releases TOWN, its successors, assigns, agents, officers, trustees, employees, insurers and attorneys (hereinafter "the Releasees"), from all known and unknown claims, liens, causes of action, suits, litigation, demands, and obligations of every kind, including claims for damages, wages, attorneys' fees and any other form of relief available at law or in equity, which UNION has or

may have by means of any matter, cause, or thing whatsoever from the beginning of time to the date of this Agreement arising from the facts of Case G-0013-1.

6. Entire Agreement. This Agreement, with any attachments and all documents referenced herein, represents the entire understanding between the Parties and all representations and any other statements, oral or written, made between the Parties are superseded hereby. No amendment to this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto subsequent to the date of this Agreement.

7. Binding Agreement. This Agreement is binding upon UNION and its members, representatives, successors, and assigns and upon TOWN and its officers, representatives, employees, successors, assigns.

8. Costs and Fees. Except as specifically set forth herein, the Parties will bear their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in, arising out of, or in any way related to the matters released herein.

9. No Third Party Beneficiary. This Agreement is not intended to be a third party beneficiary contract or to confer any rights on any person other than the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and General Release as dated below.

Date: 1/17/2006 By: [Signature]  
THE TOWN OF RAYMOND  
By and through its attorneys,  
DONAHUE, TUCKER & CIANDELLA, PLLC  
Douglas M. Mansfield, Esquire

Date: 1/6/06 By: [Signature]  
AFSCME, COUNCIL 93, LOCAL 863  
Harriett Spencer, Duly Authorized AFSCME UTA